

**Commonwealth of Dominica**



**Office of the Maritime Administrator**

**TO:** All owners, operators, masters, and crew of Dominica flagged vessels; Recognized Organizations; Flag State Inspectors; Seafarers holding or seeking Dominica licensing and/or training; and Seafarer Recruitment or Placement Agencies.

**SUBJECT:** MARITIME LABOUR CONVENTION COMPLIANCE  
Title 2: Conditions of Employment

**REFERENCE:**

- (a) Maritime Labour Convention, 2006;
- (b) Dominica Maritime Act, 2002, as amended;
- (c) Dominica Maritime Regulations, as amended;
- (d) CDP 300 – Mariner Training and Certification;
- (e) CDP 800 – Dominica Maritime Labour Compliance;
- (f) ILO Convention No. 8 (Unemployment Indemnity);
- (g) ILO Convention No. 22 (Seaman’s Articed of Agreement);
- (h) ILO Conventuon No. 23 (Repatriation of Seamen);
- (i) ILO Convention No. 54 (Holidays with Pay);
- (j) ILO Convention No. 57 (Hours of Work and Manning);
- (k) ILO Convention No. 72 (Paid Vacations);

- (l) ILO Convention No. 76 (Wages, Hours of Work and Manning);**
- (m) ILO Convention No. 91 (Paid Vacations, Revised);**
- (n) ILO Convention No. 93 (Wages, Hours of Work and Manning, Revised);**
- (o) ILO Convention No. 109 (Wages, Hours of Work and Manning, Revised);**
- (p) ILO Convention No. 145 (Continuity of Employment);**
- (q) ILO Convention No. 146 (Seafarer's Annual Leave with Pay);**
- (r) ILO Convention No. 166 (Repatriation of Seafarers, Revised); and**
- (s) ILO Convention No. 180 (Seafarer's Hours of Work and the Manning of Ships).**

**APPLICABILITY:**

**All Dominica flagged ships whether publically or privately owned ordinarily engaged in commercial activities and international voyages; all seafarers; all shipowners and shipowners' associations providing employment to Dominca vessels or Dominica credentialed seafarers; and all seafarer recruitment and placement agencies providing services to Dominica credentialed seafarers.**

**EXCEPTIONS:**

**The following ships are exceptions to the requirements of this policy letter:**

- Ships which navigate exclusively in inland waters or waters within, or closely adjacent to, sheltered water or areas where port regulations apply;**
- Ships not ordinarily engaged in commercial activities or international voyages;**
- Ships engaged in fishing or in similar pursuits;**
- Ships of traditional build such as dhows and junks; and**

- **Warships or naval auxiliaries.**

**PURPOSE:**

The purpose of this Circular is to bring to the attention of all concerned guidance regarding changes to the conditions of employment of seafarers. Conditions of employment include but are not limited to the following:

1. Employment Agreements
2. Wages
3. Hours of Work and Hours of Rest
4. Entitlement to Leave
5. Repatriation
6. Compensation for the Ship's Loss or Foundering
7. Manning Levels
8. Career and Skill Development and Opportunities for Seafarers' Employment

**BACKGROUND:**

On 7 February 2006 the 94<sup>th</sup> Session of the General Conference of the International Labour Organization (ILO) was convened in Geneva by the governing body of the ILO in order to consolidate existing international maritime labour Conventions and Recommendations, including the fundamental principles in other international labour Conventions. On 23 February 2006, the resultant document was adopted by the General Conference of the International Labour Organization as the Maritime Labour Convention, 2006.

CDP 800 *Dominica Maritime Labour Compliance* has been adopted by the Commonwealth of Dominica Maritime Administration as a national instrument to effectively implement provisions of Maritime Labour Convention, 2006. The following information corresponds to the provisions of Title 1 of CDP 800.

**DEFINITIONS:**

1. *Able Seafarer* means any seafarer who is deemed competent to perform any duty which may be required of a rating serving in the deck department, other than the duties of a supervisory or specialist rating, or who is defined as such by national laws, regulations or practice, or by collective agreement;

2. *Basic Pay or Wages* means the pay, however composed, for normal hours of work; it does not include payments for overtime worked, bonuses, allowances, paid leave or any other additional remuneration;
3. *Consolidated Wage* means a wage or salary which includes the basic pay and other pay-related benefits; a consolidated wage may include compensation for all overtime hours which are worked and all other pay-related benefits, or it may include only certain benefits in a partial consolidation;
4. *Seafarer* means any person who is employed or engaged or works in any capacity on board a ship;
5. *Hours of work* means the time during which seafarers are required to do work on account of the ship;
6. *Hours of rest* means the time outside hours of work; this term does not include short breaks;
7. *Night* is the period of time between 9 PM (2100) to 6 AM (0600);
8. *Overtime* means time worked in excess of the normal hours of work;
9. *Seafarer Employment Agreement* includes both a contract of employment and articles of agreement;
10. *Seafarer Recruitment and Placement Service* means any person, company, institution, agency or other organization, in the public or private sector, which is engaged in recruiting seafarers on behalf of shipowners or placing seafarers with shipowners;
11. *Ship* means a ship other than one which navigates exclusively in inland waters or waters within, or closely adjacent to, sheltered waters or areas where port regulations apply;
12. *Shipowner* means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with *CDP-800 Maritime Labour Compliance*, regardless of whether any

other organizations or persons fulfill certain of the duties or responsibilities on behalf of the shipowner;

13. *Ships Cook* means a seafarer with responsibility for food preparation.

## **REQUIREMENTS:**

### **General**

#### **1. Seafarers' Employment Agreements**

- a) Seafarers working on board a ship must have a clear written legally enforceable agreement, referred to in the Dominica Maritime Act, 2002, as amended, which must be signed by both the seafarer and the shipowner or a representative of the shipowner (or, where the seafarers are not employees, evidence of contractual or similar arrangements) and must provide them with decent working and living conditions on board the ship as required by CDP 800 Dominica Maritime Labour Compliance;
- b) Seafarers must be given an opportunity to examine and seek advice on the seafarers' employment agreement before signing, as well as such other facilities as are necessary to ensure that they have freely entered into an agreement with sufficient understanding of their rights and responsibilities. The shipowner and seafarer concerned must each have signed originals of the seafarers' employment agreement;
- c) Shipowners must ensure that clear information as to the conditions of employment can be easily obtained on board by the seafarer concerned, including the ship's master, and that such information, including a copy of the seafarers' employment agreement, is also accessible for review by officers of the Commonwealth of Dominica Maritime Administration as well as those in ports to be visited;
- d) To the extent compatible with applicable law and practice, seafarers' employment agreements shall be understood to incorporate any applicable collective bargaining agreements;
- e) Where a collective bargaining agreement forms all or part of the seafarers' employment agreement, a copy of that agreement must be available on

board. Where the language of the seafarers employment agreement and any applicable collective bargaining agreement is not in English, the following must also be available in English (except for ships engaged only in domestic voyages);

- i. A copy of a standard form of the agreement;
  - ii. The portions of the collective bargaining agreement that are subject to a port State inspection in accordance with Regulation 5 of the Maritime Labour Convention, 2006.
- f) Seafarers' employment agreements shall in all cases contain the following particulars:
- i. The seafarer's full name, date of birth or age, and birthplace;
  - ii. The shipowner's name and address;
  - iii. The place where and date when the seafarers' employment agreement is entered into;
  - iv. The capacity in which the seafarer is to be employed;
  - v. The amount of the seafarer's wages or the formula used for calculating them;
  - vi. The amount of paid annual leave or the formula used for calculating it;
  - vii. The termination of the agreement and the conditions thereof, including:
    - a. If the agreement has been made for an indefinite period, the conditions entitling either party to terminate it, as well as the required notice period, which shall not be less for the shipowner than for the seafarer;

- b. If the agreement has been made for a definite period, the date fixed for its expiry; and
- c. If the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the seafarer should be discharged;
- viii. The health and social security protection benefits to be provided to the seafarer by the shipowner, including information on any mandatory social security contributions;
- ix. The seafarer's entitlement to patriation;
- x. A reference to the collective bargaining agreement, if applicable;
- g) The minimum notice period to be given by the seafarers and shipowners for the early termination of a seafarers' employment agreement is a minimum of seven days;
- h) A notice period shorter than the minimum may be given by the seafarer, without penalty, for compassionate or urgent reasons or in other circumstances that are recognized under the Commonwealth of Dominica Maritime Act, 2002, as amended, CDP 300 or other national employment laws or in applicable collective bargaining agreements as justifying termination of the employment agreement at shorter notice or without notice;
- i) Seafarers must be given a document containing a record of their employment on board the ship. The document must not contain any statement as to the quality of the seafarers' work or as to their wages. The Commonwealth of Dominica Seafarer's Discharge Book is the only document issued by or on behalf of the Commonwealth of Dominica that satisfies this requirement.

## 2. Wages

- a) Seafarers must be paid at no greater than monthly intervals and in accordance with their seafarers' employment agreement and any applicable collective agreement;

- b) Seafarers must be given a monthly account of the payments due and the amounts paid, including wages, additional payments, and the rate of exchange used where payment has been made in a currency or at a rate different from the one agreed to;
- c) Shipowners must establish a system for enabling seafarers, at the same time of their entering employment or during it, to allot, if they so desire, a proportion of their wages for remittance at regular intervals to their families by bank transfers or similar means. Allotments must be remitted in due time and directly to the person or persons nominated by the seafarers;
- d) Any charge for the services under paragraph (c) above shall be reasonable in amount, and the rate of currency exchange, unless otherwise provided, shall be at the prevailing market rate or the official published rate and not unfavourable to the seafarer and shall comply with any other relevant requirements that may be established by law.

### **3. Hours of Work and Hours of Rest**

- a) For the purpose of these provisions, the term:
  - i. “hours of work” means time during which seafarers are required to do work on account of the ship;
  - ii. “hours of rest” means time outside hours of work this term does not include short breaks.
- b) In accordance with these provisions, a minimum number of 10 hours per 24-hour period of rest shall be observed for seafarers;
- c) The normal working hours standard for seafarers, like that for other workers, is based on an eight-hour day with one day of rest per week and rest on public holidays. The Commonwealth of Dominica may authorize a collective agreement which determines seafarers’ normal working hours on a basis no less favourable than the paragraphs below;
- d) The minimum hours of rest are not less than 10 hours per 24-hour period and the minimum number of hours per rest in any seven-day period not less than 77. Taking into account the dangers posed by the fatigue of seafarers, especially those whose duties involve navigational safety and the safe and secure operation of the ship.



- e) Hours of rest may be divided into no more than two periods, one of which must be at least six hours in length, and the interval between consecutive periods of rest must not exceed 14 hours;
- f) Musters, fire-fighting and lifeboat drills, and mandatory drills, must be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue;
- g) When a seafarer is on call, such as when a machinery space is unattended, the seafarer must have an adequate compensatory rest period if the normal period of rest is disturbed by call-outs to work;
- h) If no collective agreement or arbitration award exists or if the Commonwealth of Dominica Maritime Administration determines that the provisions in the agreement or award in respect of paragraph (f) or (g) are inadequate, the Commonwealth of Dominica Maritime Administration shall determine such provisions to ensure the seafarers concerned have sufficient rest;
- i) A table with the shipboard working arrangements must be posted in an easily accessible place on board the ship. The table must contain for every position at least:
  - i. The schedule of service at sea and service in port; and
  - ii. The maximum hours of work and minimum hours of rest required under paragraph (d) above or paragraph (l) below.
- j) This table must be in the form approved by Dominica Maritime Administration and in the working language or languages of the ship and in English (See Appendix A).
- k) Shipowners must maintain records of seafarers' daily hours of rest in accordance with the form approved by Dominica Maritime Administration (See Appendix B). Each seafarer shall receive a copy of the record pertaining to her or him which must be endorsed by the master, or a person authorized by the master, and by the seafarer.
- l) Dominica Maritime Administration may authorize or register collective agreements permitting exceptions to the limits set out. Any exceptions shall, as far as possible, follow the standards set out in this Policy Letter and CDP 800 but may take into account if more frequent or longer leave periods or the

granting of compensatory leave for watchkeeping seafarers or seafarers working on board ships on short voyages;

- m) Nothing in the preceding paragraphs shall be deemed to impair the right of the master of a ship to require a seafarer, including a young seafarer, to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purposes of giving assistance to other ships or persons in distress at sea. The master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master must ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest
- n) Without prejudice to the general obligation on all seafarers to work during any emergency as provided for in paragraph (m) while at sea and in port the following provisions apply to all young seafarers under the age of 18:
  - i. Working hours must not exceed eight hours per day and 40 hours per week and overtime shall be worked only where unavoidable for safety reasons;
  - ii. Sufficient time must be allowed for all meals, and a break of at least one hour for the main meal of the day shall be assured; and
  - iii. A 15-minute rest period as soon as possible following each two hours of continuous work must be allowed.
- o) Exceptionally the provisions in paragraph (n) need not be applied if:
  - i. They are impracticable for young seafarers in the deck, engine room, and catering departments assigned to watchkeeping duties or working on a rostered shift-work system; or
  - ii. The effective training of young seafarers in accordance with established programmes and schedules would be impaired.
- p) Any exceptional situations under paragraph (o) must be recorded, with reasons, and signed by the master.

#### 4. Entitlement to Leave

- a) Seafarers must be given paid annual leave, as provided in paragraph (c) below;
- b) Seafarers must be granted shore leave to benefit their health and well-being and consistent with the operational requirements of their positions;
- c) Subject to any collective agreement providing for an appropriate method of calculation that takes account of the special needs of seafarers in this respect, the annual leave with pay entitlement must be calculated in the basis of 2.5 calendar days per month of employment;
- d) Any agreement to forgo the minimum annual leave with pay as set out in the above paragraph (c), except in cases provided for by Dominica Maritime Administration, is prohibited.
- e) Length of service is to be calculated on the following basis:
  - i. Absence from work to attend an approved maritime vocational training course or for such reasons as illness or injury or for maternity shall be counted as part of the period of employment;
  - ii. Service off-articles shall be counted as part of the period of employment;
- f) Annual leave with pay entitlements must be calculated on the basis set out below in paragraphs (g) and (h). Justified absences from work must not be considered as annual leave;
- g) The following are not to be counted as part of annual leave with pay:
  - i. Public and customary holidays, whether or not they fall during the annual leave with pay;
    - a. Seafarers shall be afforded a minimum of five (5) paid holidays;
  - ii. Periods of incapacity for work resulting from illness or injury or from maternity;
  - iii. Temporary shore leave granted to a seafarer while under the

- employment agreement;
- iv. Compensatory leave of any kind, under conditions as determined by Dominica Maritime Administration or through established machinery; and
  - v. Time spent awaiting repatriation and repatriation travel time.
- h) The level of pay during annual leave shall be at the seafarer's normal level of remuneration provided in the applicable seafarers' employment agreement. For seafarers employed for periods shorter than one year or in the event of termination of the employment relationship, entitlement to leave shall be calculated on a pro-rata basis.
  - i) The time at which annual leave is to be taken must, unless otherwise fixed by regulation, collective agreement, arbitration award or other means, be determined by the shipowner after consultation and, as far as possible, in agreement with the seafarers concerned or their representatives;
  - j) In principle, seafarers have the right to take annual leave in the place with which they have a substantial connection, which is normally the same as the place to which they are entitled to be repatriated. Seafarers must not be required without their consent to take annual leave due to them in another place except under the provisions of a seafarers' employment agreement;
  - k) If seafarers are required to take their annual leave from a place other than that permitted by in paragraph (j), they must be entitled to free transportation to the place where they were engaged or recruited, whichever is nearer their home; subsistence and other costs directly involved must be for the account of the shipowner. The travel time involved must not be deducted from the annual leave with pay due to the seafarer.
  - l) A seafarer taking annual leave may only be recalled in cases of extreme emergency and with the seafarer's consent;
  - m) The division of the annual leave with pay into parts, or the accumulation of such annual leave due in respect of one year together with a subsequent period of leave, may be authorized by Dominica Maritime Administration;
  - n) Subject to paragraph (m) and unless otherwise provided in an agreement applicable to the shipowner and the seafarer concerned, a seafarer's annual leave with pay must consist of an uninterrupted period;

- o) Seafarers under the age of 18 who have served six months or any other shorter period of time under a collective agreement or seafarers' employment agreement without leave on a foreign-going ship which has not returned to their country of residence in that time, and will not return in the subsequent three months of the voyage must be repatriated, at no expense to themselves, to the place of original engagement in their country of residence for the purpose of taking any leave earned during the voyage.

## 5. Repatriation

- a) Seafarers have a right to be repatriated at no cost to themselves in the following circumstances:
  - i. If the seafarers' employment agreement expires while they are abroad; or
  - ii. Upon the expiry of the period of notice given in accordance with the provisions of the seafarers' employment agreement, when the seafarers' employment agreement is terminated;
    - a. By the shipowner; or
    - b. By the seafarer for justified reasons;
  - iii. When the seafarer is no longer able to carry out her or his duties under the employment agreement or cannot be expected to carry them out in the specific circumstances;
  - iv. In any event after serving a period of 12 months on board.
- b) The following are deemed to be circumstances covered by paragraph a(ii) and (iii):
  - i. Illness or injury or other medical condition which requires the seafarers' repatriation when found medically fit to travel;
  - ii. Shipwreck;
  - iii. The shipowner not being able to continue to fulfill their legal or contractual obligations as an employer of the seafarers by reason of insolvency, sale of ship, change of ship's registration or any other

- similar reason;
- iv. The ship being bound for a war zone to which the seafarer does not consent to go; and
  - v. Termination or interruption of employment in accordance with an industrial award or collective agreement, or termination of employment for any other similar reason.
- c) Shipowners are prohibited from requiring that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment, and also from recovering the cost of repatriation from the seafarer's wages or other entitlements except where the seafarer has been found, in accordance with national laws or regulations or other measures or applicable collective bargaining agreements, to be in serious default of the seafarer's employment obligations.
- d) All ships that fly the flag of the Commonwealth of Dominica must provide the Maritime Administration with evidence of financial security to ensure that seafarers are duly repatriated;
- e) Shipowners are responsible, as a minimum, for the following costs and seafarer's repatriation entitlements:
- i. Passage to the destination selected for repatriation in accordance with paragraph (g) below;
  - ii. Accommodation and food from the moment the seafarer leaves the ship until they reach the repatriation destination;
  - iii. Pay and allowances from the moment the seafarers leave the ship until they reach the repatriation destination;
  - iv. Transportation of 30kg of the seafarers' personal luggage to the repatriation destination; and
  - v. Medical treatment when necessary until the seafarers are medically fit to travel to the repatriation destination.
- f) If, after young seafarers under the age of 18 have served on a ship that flies the flag of the Commonwealth of Dominica for at least four months during their first foreign-going voyage, it becomes apparent that they are unsuited

to life at sea, they must be given the opportunity of being repatriated at no expense to themselves from the first suitable port of call in which there are consular services of the Commonwealth of Dominica or the State of nationality or residence of the young seafarer. Notification of any such repatriation, with the reasons therefor, shall be given to the authority which issued the papers enabling the young seafarers concerned to take up seagoing employment;

- g) The shipowner's duty to cover the costs of the repatriation continues until the seafarers concerned are landed at a destination as required under paragraph (h) below or are provided with suitable employment on board a ship proceeding to one of those destinations;
- h) Shipowners are responsible for repatriation arrangements by appropriate and expeditious means. The normal mode of transport is by air. Seafarers have the right to be repatriated, at their choice to one of the following destinations with which the seafarers have a substantial connection:
  - i. The place at which the seafarer agreed to enter into the engagement;
  - ii. The place stipulated by collective agreement;
  - iii. The seafarer's country of residence;
  - iv. Such other place as may be mutually agreed at the time of engagement.
- i) The entitlement to repatriation may lapse if the seafarers concerned do not claim it within two weeks or a reasonable period of time determined by an applicable collective agreement;
- j) The provisions in CDP 800 and this Policy Letter are without prejudice to any right of the shipowner to recover the cost of repatriation under third-party contractual agreements;
- k) If a shipowner fails to make arrangements for or to meet the cost of repatriation of seafarers:
  - i. Dominica Maritime Administration will arrange for repatriation of seafarers;

- ii. Costs incurred in repatriating seafarers shall be recoverable from the shipowner concerned;
  - iii. The expenses of repatriation shall in no case be a charge upon the seafarers, except as provided above in paragraph (c);
  - iv. The ship or other ships of the shipowner concerned may be detained by Dominica Maritime Administration until the reimbursement has been made;
- l) A copy of the present provision regarding repatriation written in an appropriate language must be carried on board a ship that flies the flag of the Commonwealth of Dominica and must be available to seafarers.
- m) Every possible practical assistance shall be given to a seafarer stranded in foreign port pending repatriation and in the event of delay in the repatriation of the seafarer. Where foreign seafarers are stranded in a port of the Commonwealth of Dominica, the Dominica Maritime Administration shall ensure that the consular or local representative of the flag State and the seafarer's State of nationality or State of residence, as appropriate, are informed immediately.

## **6. Seafarer Compensation for the Ship's Loss or Foundering**

- a) Shipowners must pay each seafarer employed on board an indemnity, as provided under paragraph (b) below, against unemployment resulting from the ship's loss or foundering;
- b) The indemnity must be paid for the days during which the seafarer remains in fact unemployed at the same rate as the wages payable under the seafarers' employment agreement. The total indemnity payable to any seafarer is limited to two months wages;
- c) The requirement in paragraph (a) is without prejudice to any other rights a seafarer may also have for losses or injuries arising from a ship's loss or foundering;
- d) Seafarers have the same legal remedies for recovering the indemnity as they have for recovering arrears of wages earned during the service.

## **7. Manning Levels**



- a) Ships must have a sufficient number of seafarers on board to ensure that they operate safely, efficiently and with due regard to security. Every ship shall be manned by a crew that is adequate, in terms of size and qualifications, to:
  - i. Ensure the safety and security of the ship and its personnel, under all operating conditions in accordance with a safe manning document issued or designated by Dominica Maritime Administration; and
  - ii. Comply with the standards provided for in this Policy Letter, the Dominica Maritime Act, 2002, as amended, Dominica Maritime Regulations, 2002, as amended, CDP-300, CD-MSA 15-01, CD-MSA 02-07, and CDP-800.
- b) Dominica Maritime Administration shall determine or approve or revise manning levels taking into account the need to avoid or minimize excessive hours of work to ensure sufficient rest and to limit fatigue, the principles in applicable international instruments, especially those of the International Maritime Organization, on manning levels, and all the requirements concerning food and catering as set out in Policy Letter CD-PL 07-13 and CDP-800.
- c) Complaints concerning manning levels on a ship will be investigated. Dominica Maritime Administration will maintain, or satisfy itself that there is maintained, efficient machinery for the investigation and settlement of such complaints and arrange offer representatives of shipowners' and seafarers' organizations to participate, with or without other persons or authorities, in the operation of such machinery.

## **8. Career and Skill Development and Opportunities for Seafarers' Employment**

- a) The Dominica Maritime Administration has developed provisions through approved Maritime Training Centers to promote employment in the maritime sector and to encourage career and skill development and employment opportunities for seafarers domiciled in the Commonwealth of Dominica and elsewhere, in order to provide the maritime sector with a stable and competent workforce;
- b) The aim of the abovementioned provisions is to help seafarers strengthen their competencies, qualifications and employment opportunities.

## **Required Action by Owners/Operators**

1. Shipowners and operators are instructed to review CDP 800 *Dominica Maritime Labour Compliance* to ensure that all provisions of CDP 800 are implemented specifically relating to the topics of this Policy Letter.

#### **Required Action by Seafarers**

1. Seafarers are invited to review CDP 800 to ensure that they are fully compliant with the requirements of the instrument and that they are aware of their rights and obligations.

#### **Required Action by Recruitment and Placement Organizations**

1. Recruitment and placement organizations are required to ensure that compliance with the Maritime Labour Convention, 2006 or with Annex A of this Policy Letter are demonstrated to interested parties, such as shipowners and operators where applicable.
2. Recruitment and placements organizations are also responsible for meeting the requirements of the Maritime Labour Convention, 2006 or CDP 800 through Annex A with respect to the services offered to seafarers and/or shipowners/operators.

Any questions can be directed to (as applicable):

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**ATTACHMENT TO THE SHIPBOARD WORKING ARRANGEMENTS**

**Selected texts from ILO Convention 180 and the STCW Convention**  
**ILO Convention 180**

- Art. 5 paragraph 1            The limits on hours of work or rest shall be as follows: (a) maximum hours of work shall not exceed: (i) 14 hours in any 24-hour period; and (ii) 72 hours in any 7-day period; or (b) minimum hours of rest shall not be less than: (i) 10 hours in any 24-hour period; and (ii) 77 hours in any 7-day period.
- Art. 5 paragraph 2            Hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- Art. 5 paragraph 6            Nothing in paragraphs 1 and 2 shall prevent the Member from having national laws or regulations or a procedure for the competent authority to authorize or register collective agreements permitting exceptions to the limits set out. Such exceptions shall, as far as possible, follow the standards set out but may take account of more frequent or longer leave periods or the granting of compensatory leave for watchkeeping seafarers or seafarers working on board ships on short voyages.
- Art.7 paragraph 1            Nothing in this Convention shall be deemed to impair the right of the master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea.
- Art. 7 paragraph 3            As soon as practicable after the normal situation has been restored, the master shall ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.

**STCW Convention**

Section A-VIII/1 of the STCW Code (Mandatory)

1. All persons who are assigned duty as officer in charge of a watch or as a rating forming part of a watch shall be provided a minimum of 10 hours rest in any 24-hour period.
2. The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length.
3. The requirements for rest periods laid down in paragraph 1 and 2 need not be maintained in the case of an emergency or drill or in other overriding operational conditions.
4. Notwithstanding the provisions of paragraph 1 and 2, the minimum period of to hours may be reduced to not less than 6 consecutive hours provided that any such reduction shall not extend beyond 2 days and not less than 70 hours of rest are provided each 7-day period.
5. Administrations shall require that watch schedules be posted where they are easily accessible.

Section B-VIII/1 of the STCW Code (Guidance)

3. In applying regulation VIII/1, the following should be taken into account:
  - .1 Provisions made to prevent fatigue should ensure that excessive or unreasonable overall working hours are not undertaken. In particular, the minimum rest periods specified in section A-VIII/1 should not be interpreted as implying that all other hours may be devoted to watchkeeping or other duties;
  - .2 That the frequency and length of leave periods, and the granting of compensatory leave, are material factors in preventing fatigue from building up over a period of time; and
  - .3 The provisions may be varied for ships on short-sea voyages, provided special safety arrangements are put in place.

**Appendix B**

**HOURS OF WORK OR HOURS OF REST OF SEAFARERS**

Name of ship: \_\_\_\_\_ Flag of ship: Commonwealth of Dominica IMO Number (if any): \_\_\_\_\_

Seafarer (full name): \_\_\_\_\_ Position/Rank: \_\_\_\_\_

Month and Year: \_\_\_\_\_ Watchkeeper:  YES  NO

**RECORD OF HOURS OF WORK/REST** (Delete as appropriate)

Please mark periods of work or rest, with an X, or using a continuous line or arrow.

COMPLETE THE ATTACHED TABLE
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The following national laws, regulations and/or collective agreements governing limitations on working hours or minimum rest periods apply to this ship:

\_\_\_\_\_

*I agree that this record is an accurate reflection of the hours of work or rest of the seafarer concerned.*

Name of the master or person authorized by master to sign this record: \_\_\_\_\_

Signature of the master or authorized person: \_\_\_\_\_ Signature of the Seafarer: \_\_\_\_\_

A copy of this record is to be given to the seafarer. This for is subject to examination under procedures established by The Commonwealth of Dominica

