



**THE MARITIME AUTHORITY OF JAMAICA
JAMAICA SHIP REGISTRY (JSR)**

**ARTICLES OF AGREEMENT BETWEEN THE
OWNER OF A JAMAICAN SHIP AND A SEAFARER
SERVING ONBOARD JAMAICAN A SHIP
(100 GROSS TONS AND OVER)**

Name of Vessel:

Official Number:

Port of Registry

Gross Tonnage:

Propulsion Power(KW):

IT IS AGREED between the Owner (or Owner's Agent including the Master) and the undersigned seamen of the (steam) (motor) (sailing) (non-motorized) vessel (a) _____ of which (b) _____ is at present Owner or Master, or whoever shall become Master, now bound from the port of (c) _____ to (d) _____ and such other Ports and places in any part of the world as the Master may direct, for a term not exceeding (e) _____ (f) calendar days, that:

1. Seamen shall conduct themselves in an orderly, faithful, honest and sober manner, and shall at all times be diligent in their respective duties and obedient to the lawful commands of the Master, or of any person who shall lawfully succeed him or her, and their superior officers, in everything relating to the vessel, its stores and cargo, whether on-board, in boats or on shore. In consideration of this service, to be duly performed, the Master agrees to pay the undersigned seamen the wages expressed herein and/or set forth in supplemental provisions and/or contract of employment.
2. Wages shall commence no later than on the day specified and agreed to in this Agreement or at a time of presence on-board for the purpose of commencing work, whichever first occurs, and shall terminate on the day of discharge or as otherwise specified in the supplemental provisions and/or contracts of employment.

3. Seamen are entitled to receive upon request, in local currency, from the Master one half of the balance of basic wages actually earned and payable at every intermediate port where the vessel shall load or discharge cargo before the end of the voyage, but not more than once in any ten-day period.
4. If the Master and a seaman agree, a portion of such seaman's earnings may be allotted to such seaman's spouse, children, grandchildren, parents, grandparents, brothers or sisters, or to a bank account in the name of the seaman.
5. Any seaman who is put ashore at a port other than the one where he or she signed on these Articles and who is put ashore for reasons for which he or she is not responsible, shall be returned as a seaman or otherwise without expense to him or her; (a) at the Shipowner's option, to the port or place in which he or she was engaged or where the voyage commenced or to a port or place in such seaman's own country; or (b) to another port or place agreed upon between the seaman and the Shipowner or Master. However, in the event such seaman's period of service specified in his contract of employment has not expired, the Shipowner shall have the right to transfer him or her to another of the Shipowner's vessels, to serve thereon for the balance of the unexpired period of service.
6. Any Seaman whose period of employment is terminated by reason of completion of the voyage for which he or she was engaged or of expiration of his or her contract period of employment shall be entitled to repatriation at no expense to him or her to the port or place at which he or she was engaged or to such other port or place as may be agreed upon, unless otherwise specified in the supplemental provisions.
7. If a seaman enters himself or herself as qualified for duty which he or she is incompetent to perform, his or her rank or rating may be reduced in accordance with his or her competence or he or she may be discharged.
8. Any seaman may request his or her immediate discharge on grounds of injury or illness, and such discharge may be granted in the Master's reasonable discretion at the next appropriate port.
9. The Master shall give to a seaman discharged from his or her vessel either on his or her discharge or on payment of his or her wages, a Certificate of Discharge in a format approved by the Maritime Authority of Jamaica.
10. Every Master in service on board a vessel registered under the Shipping Act 1998 (as amended), shall ensure adequate watchkeeping arrangements to maintain a safe continuous watch or watches, taking into account the prevailing circumstances and conditions and that, under the Master's general directions all watchkeeping personnel shall observe the principles and guidance set out in the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995/7 together with any further amendments thereto and as established by

the Maritime Authority of Jamaica under the Shipping Act 1998 and Shipping (Safe Manning, Hours of Work and Watchkeeping) Regulations, 1999:

(a) 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 ten (10) hours of rest in every 24-hour period;

(b) The hours of rest may be divided into no more than two periods, one of which shall be at least six (6) hours in length;

(c) The requirement for rest periods set forth in paragraphs (a) and (b), above, need not be maintained in case of an emergency or drill or in other overriding operational conditions – i.e., essential shipboard work which could not reasonably have been anticipated at the commencement of the voyage;

(d) Notwithstanding the provisions of paragraphs (a) and (b), above, the minimum period of ten (10) hours may be reduced to not less than six (6) consecutive hours provided that any such reduction shall not extend beyond two days and not less than seventy (70) hours of rest are provided each seven (7) day period;

(e) Watch schedules shall be posted where they are easily accessible on-board the vessel;

(f) The Master shall maintain a record of the hours of work and/or rest periods of each seaman, and such record shall be available for inspection by any authorized representative of the Maritime Authority of Jamaica or an official who is authorized to act for and on behalf of a Port State Control Authority.

11. In order to be alert and maintain proper fitness for the performance of watchkeeping duties, watchkeeping personnel shall have no more than 0.08% a blood alcohol level (BAC) during watchkeeping duties; and watchkeeping personnel shall not consume alcohol within four (4) hours prior to serving as a member of a watch.
12. Eight hours per day shall constitute a working day while in port and at sea.
13. Work performed over and above an eight hour period shall be considered overtime and shall be compensated for at overtime rates. However, such work performed in excess of eight hours per day shall not be compensated for when necessary for the safety of the vessel, its passengers, officers, crew, and cargo or for the saving of other vessels, lives or cargo, or for the performance of fire, lifeboat or other emergency drills.
14. Seamen shall keep their respective quarters clean and in order.

15. No dangerous weapons, narcotics or contraband articles, and alcoholic beverages except as provided by the Shipowner as part of the vessel's provisions, shall be brought on-board the vessel nor allowed in the possession of seamen, and any seaman bringing the same on-board or having the same in his or her possession on-board, shall be subject to discharge and/or shall be liable for such fines as the Master may direct and all such articles shall be confiscated. The amount of any fine levied against the vessel by the proper authority of the port wherein the vessel is then located, for possession of narcotics and/or contraband cargo, shall be made good to the Shipowner out of the wages of the seaman or seamen guilty of such possession.
16. No seaman shall go ashore in any foreign port except by permission of the Master. However, the Master shall not refuse the reasonable request of any seaman for shore leave for the purpose of presenting a complaint against the vessel or Master to a Deputy Registrar or Registrar of Jamaican Ships, a Jamaican Consul or any other Official of the Maritime Authority of Jamaica or Jamaica.
17. The Shipowner or Master may issue such rules and regulations as may be necessary for the safe and proper operation of the vessel providing nothing contained therein shall be contrary to law.
18. The ship owner or master of the ship shall cause the agreement to be read over and explained to each seaman or otherwise ascertain that each seaman understands the agreement before it is signed by the seaman.
19. At the commencement of every international voyage, the Ship Owner or Master shall cause a legible copy of the crew agreement omitting the signature of the crew, to be displayed in some part of the ship which is accessible to the crew.
20. If any seaman considers himself or herself aggrieved by any breach of these Articles, he or she shall represent the same to the, Master or officer in charge of the vessel, in a quiet and orderly manner, who shall thereupon take such corrective action as the case may require.
21. Except for the addition of substitutes or persons engaged after the first departure of the ship, this Agreement may not be amended except with the consent of all persons with an interest in the amendment.
22. All rights and obligations of the parties to these Articles shall be subject to the Shipping Act 1998 as amended and any other applicable legislation of Jamaica..

IT IS ALSO AGREED THAT:

(Additional provisions may be included or referenced herein or attached hereto)

IN WITNESS WHEREOF the said seamen have subscribed their names herein on the days mentioned, against their respective signatures (Appendix 1).

Articles opened at _____ on _____

Signature of Master

NOTES:

- (a) - Enter name of vessel.
- (b) - Enter full name of Master.
- (c) - Enter name of first port of departure.
- (d) - Enter here the port at which the voyage is to terminate and names of the places at which the ship is to call or if that cannot be done, a description of the voyage and the general nature and the probable length of the voyage. For ships engaged in world-wide trading without definite itineraries or schedules, insert "world-wide trade".
- (e) - Strike out word or words that are not applicable.
- (f) – For the sake of good records management, we recommend that Articles should be closed no later than 24 months from the date when they were opened.

This form of Articles may be downloaded from our website: www.jamaicaships.com

Ship Name: /V _____

Date of Agreement: _____

APPENDIX 1a SEAMEN PARTY TO ARTICLES OF AGREEMENT

Record No.	SEAMAN'S FULL NAME (Family and other Names)	DATE OF BIRTH	PLACE OF BIRTH	NATIONALITY	CAPACITY IN WHICH EMPLOYED	BASIC WAGES PER MONTH	DATE AND PLACE WAGES COMMENCE	DAYS OF ANNUAL PAID LEAVE ⁽²⁾	MINIMUM DAYS OF HOLIDAYS PER YEAR	DATE AND PLACE ARTICLES SIGNED ON	SIGNATURE OF MASTER	SIGNATURE OF SEAMAN

Note:
 (1) No person under the age of 16 years, may be employed onboard a Jamaican Ship
 (2) After One Year's Service
 (3) Insert Date of Contract or Employment, if any.

Ship Name: /V _____

Date of Agreement: _____

APPENDIX 1b
SEAMEN PARTY TO ARTICLES OF AGREEMENT

Record No.	DATE AND PLACE ARTICLES SIGNED OFF	SEAMANS' BOOK NUMBER	SIGNATURE OF SEAMAN	SIGNATURE OF MASTER	SUPPLEMENTAL PROVISIONS	HOME ADDRESS	BENEFICIARY OR NEXT OF KIN'S NAME AND ADDRESS	FULL NAME OF SUBSTITUTE

Ship Name: /V _____

Date of Agreement: _____

**APPENDIX II
LIST OF PERSONS UNDER 18 YEARS**

FULL NAME OF PERSON	DATE OF BIRTH	PLACE OF BIRTH	GUARDIAN NAME AND CONTACT