

SEAFARER EMPLOYMENT REGULATIONS

(19 F.S.M.C. § 604)

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SEAFARER EMPLOYMENT REGULATIONS

(19 F.S.M.C. § 604)

Part 1 GENERAL PROVISIONS

1.1 Authority These Regulations are promulgated by the Secretary of Transportation, Communications and Infrastructure pursuant to Section 604, Chapter 6 of Title 19 of the Code of the Federated States of Micronesia and provide for the employment of seafarers as required by that chapter.

1.2 Short Title These Regulations may be cited as the Seafarer Employment Regulations.

1.3 Application These Regulations apply to:

- (a) All seafarers on vessels registered in the Federated States of Micronesia; and
- (b) All seafarers that are citizens of the Federated States of Micronesia employed on any foreign vessel.

1.4 Interpretation

- (a) In these Regulations, unless the contrary intention appears:

“Approved” means approved by the Principal Shipping Officer.

“Act” means the National Maritime Act, 1997, Title 19 of the Code of the Federated States of Micronesia.

“Code” means the Code of the Federated States of Micronesia

“Shipping Articles” shall comprise Part A, “Articles of Agreement” and Part B, “Terms and Conditions of Employment” as set forth in Appendix 1.

- (b) A reference to the owner of a vessel includes a reference to his

agent.

Part 2 SHIPPING ARTICLES

2.1 Articles of Agreement

- (a) Subject to paragraph (b), Shipping Articles shall consist of Parts A and B in the form set out in Appendix 1.
- (b) An owner and a seafarer may, with the approval of a shipping officer, agree to vary the terms and conditions of Part B of the Articles of Agreement.

2.2 Approval of Shipping Articles

- (a) An owner shall prepare, execute and lodge with a shipping officer, Part B of the Shipping Articles.
- (b) Where a shipping officer approves Part B of the proposed Shipping Articles he shall endorse his approval on it and return it as soon as practicable to the owner.
- (c) Where Part B of the Shipping Articles is endorsed under paragraph (b) of this Regulation, the owner and the seafarer to whom Part A of the Articles of Agreement relates may execute Part A of the Shipping Articles.

2.3 Notice of Intention to Enter into an Agreement

- (a) An owner shall give notice, in the form set out in Appendix 2, to a shipping officer of his intention to execute the Articles of Agreement with the person named therein.
- (b) Subject to paragraph (d), an owner who refuses, or fails without reasonable cause, to give notice before the prescribed time to a shipping officer of his intention to enter into Articles of Agreement is liable to a fine not exceeding \$1000.
- (c) Subject to paragraph (d) of this Regulation, the prescribed time referred to in paragraph (b) of this Regulation is 24 hours before the time specified by the owner as being the time at which he proposes to enter into Articles of Agreement with the seafarer.

- (d) Where, in the opinion of the shipping officer, compliance with paragraph (a) of this Regulation would unreasonably delay a vessel from proceeding on a voyage, he may accept a lesser period of notice than that specified in paragraph (c) of this Regulation.

2.4 Notice of Execution of Articles of Agreement

- (a) After execution of Part A of the Shipping Articles, the owner shall retain and deliver to the seafarer a certified copy of Part A of the Articles of Agreement.
- (b) When the Articles of Agreement are signed the owner shall, within 24 hours, deliver to a shipping officer the executed Shipping Articles.
- (c) An owner who fails without reasonable cause to comply with paragraph (b) of this Regulation is liable to a fine not exceeding \$2,000.
- (d) Where a certified copy of Part A of the Shipping Articles is delivered to a seafarer he shall retain it as evidence of sea service and the Master shall enter the details in the Seafarer's Identity and Employment Record Book.

2.5 Amendment of Shipping Articles

- (a) Where it is proposed that Part B of the Shipping Articles is to be amended, the owner shall deliver to the Principal Shipping Officer:
 - (i) a certified copy of that part of the Shipping Articles; and
 - (ii) a statement setting out details of the proposed amendment.
- (b) Where the Principal Shipping Officer approves a proposed amendment to Part B of an agreement he shall:
 - (i) endorse his approval on, and
 - (ii) return to the owner,the certified copy of that part of the Shipping Articles and the statement delivered under paragraph (a)(ii) of this Regulation.

2.6 Copies of Shipping Articles

- (a) A certified copy of the Shipping Articles shall be exhibited at all times in a conspicuous place aboard the vessel.

- (b) A person who refuses, or fails without reasonable cause, to comply with a requirement made under paragraph (a) of this Regulation is liable to a fine not exceeding \$2000.

2.7 Notice of Intention to Terminate Articles of Agreement

- (a) An owner shall give at least 48 hours notice to a seafarer before his employment is to be terminated, in the form prescribed in Appendix 3 and deliver a copy to the Principal Shipping Officer.
- (b) A master who fails to give the prescribed notice to the seafarer or advise the Principal Shipping Officer, commits an offence and is liable upon conviction to a fine not exceeding \$1,000.

2.8 Termination of an Agreement

Where the consent of a shipping officer is required under Section 608 of Title 19 of the Code of the Federated States of Micronesia, Articles of Agreement shall not be terminated unless the Principal Shipping Officer endorses his consent on the Notice of Termination of Agreement form.

2.9 Seafarer not to be left behind

- (a) A seafarer shall not be left behind at a place away from his proper return port without the consent of the Principal Shipping Officer.
- (b) The master of a vessel at a port outside the Federated States of Micronesia shall apply to the Principal Shipping Officer for his consent to the leaving behind of a seafarer at that port.
- (c) The Principal Shipping Officer may, if he is satisfied that the master of a vessel has taken all reasonable measures to ensure that a responsible person ashore has been made aware of the rights of a seafarer contained in Chapter 6 of Title 19 of the Code and has accepted responsibility for the welfare, maintenance and repatriation of a seafarer, give his consent to leaving the seafarer behind.
- (d) Where, under this Regulation, the Principal Shipping Officer consents to the leaving behind of a seafarer, he shall indicate his consent in writing to the master or owner of the vessel and a copy of the written consent shall at the earliest opportunity be attached to Part B of the agreement, and enter in the Official Log Book of the vessel.

2.10 Medical Examination of Seafarers

- (a) Every person seeking employment as a seafarer should be medically examined before going to sea, and thereafter on an annual basis, or undergo such medical examination as the Principal Shipping Officer determines.
- (b) An owner shall not enter into an agreement with a person referred to in paragraph (a) unless he first produces to a shipping officer a certificate from a qualified medical practitioner stating that he has undergone a medical examination as prescribed in the Physician's Guide, published by the Secretariat of the Pacific Community, and been found fit to be employed as a seafarer.

Part 3 WAGES

3.1 Payment of Wages

- (a) Subject to this Regulation, the wages due to a seafarer shall be paid to him, at intervals of not more than 14 days.
- (b) Where a seafarer so requests, the wages due to him may be paid in whole or in part by check or to his account at a bank.

3.2 Deductions from Wages

- (a) Deductions may be made from the wages of a seafarer with his consent in respect of:
 - (i) allotments; and
 - (ii) reimbursements for goods or services supplied by the owner; and
 - (iii) cash advances made to the seafarer by the owner; and
 - (iv) any lawful deduction permitted or required to be made under the law of the Federated States of Micronesia.
- (b) An owner shall not make a deduction in respect of goods or services supplied or cash advances made by him to a seafarer unless the seafarer has acknowledged in writing receipt of such goods, services or advances and consented to the deduction.

3.3 Account of Wages

- (a) An account of wages shall be in the form prescribed in Appendix 4.
- (b) An owner shall deliver to the seafarer an account of the wages at such intervals as are agreed between him and a seafarer, but not more than 24 hours before the termination of the Articles of Agreement.

3.4 Allotment of Wages

- (a) An allotment note shall be in the form prescribed in Appendix 5.
- (b) A seafarer shall not, without the consent of the owner, make an allotment to more than two persons.
- (c) Unless the owner otherwise agrees, the first sum payable under an allotment note shall not be payable until after the expiration of a period of 30 days from the date of the allotment note; and subsequent, payments shall be made at intervals of not less than 14 days.

Part 4 DISTRESSED SEAFARERS AND DECEASED SEAFARERS

4.1 Relief of Distressed Seafarers

- (a) Subject to Regulation 2.10 above, the owner or master of the vessel to which a distressed seafarer belonged shall:
 - (i) as soon as is practicable after the occurrence of the event which caused the crewman to be a distressed seafarer, make provision for the return of the distressed seafarer to his proper return port by means appropriate to the circumstances; and
 - (ii) for the period between the occurrence of the event which caused the seafarer to be a distressed seafarer and the arrival of the distressed seafarer at his proper return port, make such provision for the food, lodging, relief and maintenance of the distressed seafarer as is appropriate.
- (b) Without limiting the generality of subparagraph (a)(ii) of this Regulation, the owner of the vessel to which the distressed seafarer belonged shall provide for surgical or medical treatment, including the repair or replacement of dental, optical or surgical appliances, and money to pay such minor expenses as are likely to be incurred by the

distressed seafarer.

- (c) The owner shall pay any expense incurred in bringing the distressed seafarer proper return port.
- (d) The owner shall pay for the expenses of the burial or cremation of the distressed seafarer, if necessary.

4.2 Wages of Distressed Seafarers - The wages due to a distressed seafarer shall be paid to him in full at the time of his arrival at his proper return port, provided that where a distressed seafarer left the vessel as a result of his own fault, the owner may deduct from his wages any reasonable costs for his repatriation.

4.3 Property of Distressed Seafarer

- (a) Where any property is left on board a vessel by a seafarer who becomes a distressed seafarer, the master of the vessel shall:
 - (i) take charge of the property; and
 - (ii) make an inventory of the property; and
 - (iii) where any property is destroyed, record a description of each item destroyed; and
 - (iv) where any property is disposed of, record a description of each item disposed of and the person to whom disposal was made; and
 - (v) immediately after the next arrival of the vessel at a port in the Federated States of Micronesia, deliver up to a shipping officer at that port all the property still in his charge, the inventory made under subparagraph (ii) and an account of the destruction or disposal of any part of the property.
- (b) The master of a vessel who fails to comply with the requirements of paragraph (a) of this Regulation is liable to a fine not exceeding \$2,000.
- (c) The master of a vessel may at any time destroy or dispose of the property of a deceased seafarer where, in his opinion, the property may perish or deteriorate to such an extent as to become unusable, or is likely to endanger the health or safety of a person on board the vessel or the safety or efficiency of the vessel or of any equipment in the vessel.

- (d) Where a shipping officer takes any property into his charge under this Regulation he shall keep a record of the date on which and the person by whom the property was delivered; and in respect of an article which has been sold, the date of sale and the sum received for the article; and in respect of an article which has been disposed of, the date of disposal and the name of the person to whom it was disposed.
- (e) The shipping officer shall make reasonable efforts to return the seafarer's property to either the seafarer or his next of kin.
- (f) Where a shipping officer has held property under this Regulation for a period of more than 12 months, the Secretary may direct the shipping officer to dispose of the property in such manner as the Secretary thinks fit.

4.4 Principal Shipping Officer to be Notified of Distressed Seafarers

- (a) Where a seafarer becomes a distressed seafarer the owner, or the master of the vessel in which the seafarer was employed immediately before his becoming a distressed seafarer, shall:
 - (i) within 48 hours of the occurrence of the event which has caused the seafarer to become a distressed seafarer, notify the Principal Shipping Officer of the name of the distressed seafarer and the circumstances in which the seafarer has become a distressed seafarer; and
 - (ii) keep Principal Shipping Officer informed of the arrangements made in respect of the distressed seafarer.
- (b) Where, in the opinion of the Principal Shipping Officer, an owner or the master of a vessel has failed to make proper provision for the relief, maintenance and return to his proper return port of a distressed seafarer, the Principal Shipping Officer, may make such provision and recover the cost of making such provision from the owner of the vessel to which the distressed seafarer belonged.

4.5 Property of Deceased Seafarer

- (a) Where a seafarer, belonging to a vessel, dies leaving any property on board the vessel, the master shall:
 - (i) take charge of the property; and
 - (ii) make an inventory of the property; and
 - (iii) where any property is destroyed, record a description of each item destroyed; and

- (iv) where any property is disposed of, record a description of each item disposed of and the person to whom disposal was made; and
 - (v) immediately after the next arrival of the ship at a port in the Federated States of Micronesia, deliver up to the principal shipping officer all the property still in his charge, the inventory made under paragraph (ii) and an account of the destruction or disposal of any part of the property.
- (b) The master of a vessel who fails to comply with the requirements of paragraph (a) of this Regulation is liable to a fine not exceeding \$2,000.
 - (c) The master of a vessel may at any time destroy or dispose of the property of a deceased seafarer where, in his opinion, the property may perish or deteriorate to such an extent as to become unusable, or is likely to endanger the health or safety of a person on board the vessel or the safety or efficiency of the vessel or of any equipment in the vessel.
 - (d) Where the Principal Shipping Officer takes any property of a deceased seafarer into his charge he shall keep a record of:
 - (i) the date on which, and the person by whom, the property was delivered; and
 - (ii) in respect of an article which has been sold, the date of sale and the sum received for the article; and
 - (iii) in respect of an article which has been disposed of, the date of disposal and the name of the person to whom it was disposed.
 - (e) The shipping officer shall make reasonable efforts to return the seafarer's property to either the seafarer or his next of kin.
 - (f) Unless the Secretary otherwise directs, the Principal Shipping Officer shall hold the property of a deceased seafarer for a period of 12 months after he takes the property into his charge.

4.6 Sale of Property of Deceased Seafarer - The Secretary may direct the Principal Shipping Officer to sell, in such manner as the Secretary thinks fit, the whole or any part of the property of a deceased seafarer, and the proceeds forwarded to the next of kin.

4.7 Wages of Deceased Seafarer

- (a) Where any wages are due to a seafarer at the date of death of the seafarer, the wages shall be paid to the Principal Shipping Officer who shall have custody over them for the deceased seafarer's estate.
- (b) For the purposes of recovery of wages due to a seafarer at the date of his death, the Principal Shipping Officer shall be deemed to have the same rights of recovery as the seafarer would have had if the seafarer had not died.

Part 5 DISCIPLINE

5.1 Disciplinary Offenses - A seafarer on board a vessel shall not:

- (a) willfully strike any person; or
- (b) willfully disobey a lawful command; or
- (c) fail without reasonable cause to be available for duty at a time when required by the master, or by any person authorized by the master, to be so available; or
- (d) fail without reasonable cause to report to, or remain at, his place of duty at a time when required by the master to so report or so remain; or
- (e) sleep at his place of duty; or
- (f) be under the influence of alcoholic drink, or a drug, that he behaves in a disorderly manner or is unfit to be entrusted to carry out his duties; or
- (g) bring or have in his possession any offensive weapon; or
- (h) damage the vessel or any property on board the vessel; or
- (i) take or have in his possession any property that belongs to any person on board the vessel; or
- (j) permit any person to be on board the vessel without the consent of the master or of any other person authorized by the master to so

consent; or

- (k) smoke or uses a naked light or a mechanical lighter or an electric torch which is not of an approved type in any part of the vessel in which such action is prohibited;

and any seafarer so doing, commits a Disciplinary Offence.

5.3 Master to Deal with Disciplinary Offenses - A Disciplinary Offense shall be dealt with by the master of the vessel on which the offense is committed, and within 24 hours of the time at which the master had knowledge of the offense unless, having regard to the circumstances, it would be unreasonable for the offense to be dealt with within that period.

5.4 Procedures in Dealing with Disciplinary Offenses

- (a) A seafarer may be charged with a Disciplinary Offense by the master on the basis of information provided by any other seafarer.
- (b) The master of a vessel on which a seafarer is charged with a Disciplinary Offense shall require the seafarer to attend a hearing of the charge.
- (c) At the hearing of a charge against him a seafarer may, if he so requests, be accompanied by another seafarer for the purpose of advising him.
- (d) The charge shall be read over and, where necessary, explained to the seafarer by the master.
- (e) After a charge has been read over, the master shall ask the seafarer whether he admits or denies the charge, and the seafarer shall admit, or deny the charge.
- (f) Where the seafarer denies the charge the master shall call the evidence of any person having knowledge of the facts of the case.
- (g) Where evidence is given by any person it shall be given in the presence of the seafarer.

- (h) The seafarer shall:
 - (i) have reasonable opportunity to question any witness on his evidence; and
 - (ii) be permitted to call the evidence of any person having knowledge of the facts of the case; and
 - (iii) have opportunity to make a statement in reply to the charge against him and comment on evidence produced against him.
- (i) The master shall have reasonable opportunity to question any witness on his evidence.
- (j) The master, after he has considered all the evidence given and statements made, shall:
 - (i) decide whether or not the seafarer has committed the Disciplinary Offense with which he is charged; and
 - (ii) in the presence of the seafarer, give his decision.
- (k) Where the master finds that a seafarer has committed the Disciplinary Offense with which he is charged, he shall make his decision and impose the penalties prescribed in Section 631 of the Act and record the penalty handed out in the Official Log Book.
- (l) The record referred to in paragraph (k) shall be in the form prescribed in Appendix 6.

5.5 Suspended Persons

- (a) Where the master of a vessel has recorded a decision on the form prescribed in Appendix 6, he shall furnish to the Principal Shipping Officer a copy of that form, on arrival at the first port in the Federated States of Micronesia.
- (b) In addition to any penalty imposed by the master under section 631 of the Act, where a seafarer has been found to have committed a Disciplinary Offense and it is his first, the Principal Shipping Officer shall warn the seafarer that a subsequent offense may result in the seafarer being suspended.

- (c) Where, within a period of two years, a seafarer is found to have committed two or more Disciplinary Offenses, the Principal Shipping Officer may suspend the seafarer for such period, not exceeding 12 months, as he thinks fit.
- (d) The Principal Shipping Officer, in suspending a seafarer, shall have regard to the nature and circumstances of the Disciplinary Offenses committed by the seafarer, and the character and conduct of the seafarer as contained in the report of the master.
- (e) The Principal Shipping Officer shall give to the suspended seafarer a written notice specifying the period of his suspension.
- (f) A copy of the list of suspended seafarers shall be kept in the office of each shipping officer, and made available at all reasonable times for inspection by any interested person.

Part 6 RECORDS TO BE KEPT

6.1 Seafarer Identity Card

- (a) A Seafarer Identity Card shall be as set out in Appendix 7.
- (b) A person who is a citizen of the Federated States of Micronesia, shall, seven days prior to becoming employed on a ship, apply to the Principal Shipping Officer for the issuance of a Seafarer Identity Card.
- (c) Where the Principal Shipping Officer is satisfied that an applicant is entitled to be the holder of a Seafarer Identity Card, he shall issue, upon payment of the fee of \$10, a Seafarer Identity Card and enter the particulars into the Seafarers Database.
- (d) No seafarer shall go to sea unless he has been issued with a Seafarer Identity Card, and any seafarer who does so commits an offense and shall be liable upon conviction to a fine not exceeding \$500.
- (e) Every seafarer shall produce the Seafarer Identity Card when

required by a shipping officer, the owner or master of the vessel in which he is employed.

- (f) A suspended seafarer shall immediately surrender his Seafarer Identity Card to the Principal Shipping Officer.
- (g) A person who refuses, or fails without reasonable cause, to comply with a requirement made under paragraph (b), (e) or (f) hereof is liable to a fine not exceeding \$500.

6.2 Seafarer Employment Record Book

- (a) A Seafarer Employment Record Book shall be as prescribed in Appendix 8.
- (b) A person shall, seven days prior to becoming employed on a ship, apply to the Principal Shipping Officer for a Seafarer Employment Record Book.
- (c) The Principal Shipping Officer shall allocate a number and, upon payment of the fee of \$20, issue a Seafarer Employment Record Book to the person making the application.
- (d) No seafarer shall go to sea unless he has been issued with a Seafarer Employment Record Book, and any seafarer who does so commits an offense and shall be liable upon conviction to a fine not exceeding \$500.
- (e) Where the employment of a seafarer is terminated, the owner shall record in the Seafarer Employment Record Book, the particulars of the vessel, the capacity in which the seafarer was employed, and the commencement and termination of his employment.
- (f) Where a Certificate of Competency or Certificate of Proficiency is issued to a seafarer, the Principal Shipping Officer shall enter the details of the certificate in the Seafarer Employment Record Book.
- (g) When the master has entered the particulars of the vessel, the sea service and the conduct of the seafarer, he shall sign the Seafarer Employment Record Book.
- (h) Where the master has in his possession a Seafarer Employment

Record Book belonging to a seafarer who is dead or left behind, he shall deliver it as soon as practicable to the Principal Shipping Officer.

- (i) Where a Seafarer Employment Record Book is lost, destroyed or defaced, or has insufficient space for any further entries, the seafarer shall, as soon as practicable, apply for a new Seafarer Employment Record Book.

6.3 Entries in the Official Log Book

- (a) The Official Log Book shall be kept in the manner specified in Appendix 9.
- (b) The entries to be made in the Official Log Book shall be:
 - (i) in the case of a vessel that is a passenger vessel or a vessel of 500 gross tonnage or more, those which are specified in Part A of Appendix 9; and
 - (ii) in the case of any other vessel, those that are specified in Part B of Appendix 9.
- (c) The person making an entry in the Official Log Book shall record the date on which the entry is made.
- (d) All entries made in the Official Log Book shall be signed by the person making the entry and co-signed by a witness, as to the veracity of the entry and of the signature.

6.4 Requirements for Official Log Book

- (a) The master shall deliver to the Principal Shipping Officer the Official Log Book within 48 hours after the first arrival of the vessel at a port in the Federated States of Micronesia.
- (b) The Principal Shipping Officer may require the master of a vessel to produce the Official Log Book of the vessel to him at any time.
- (c) A master who refuses, or fails without reasonable cause, to deliver the Official Log Book, within 48 hours after arrival, is liable to a fine not exceeding \$2,000.

- 6.5 Contents of Crew Lists** - The Crew List of a vessel shall contain:
- (a) the name, port of registry and official number of the vessel to which the Crew List relates; and
 - (b) the name and address of the owner of the vessel and his agent; and
 - (c) in respect of each seafarer employed on the vessel,
 - (i) name, address, and date and place of birth; and
 - (ii) capacity in which he is employed in the vessel; and
 - (iii) name, address and relationship of his next of kin; and
 - (iv) registered number of an approved Part B of the Shipping Articles.

6.6 Requirements for Crew Lists

- (a) The Crew List of a vessel shall be kept on board the vessel.
- (b) A copy of the Crew List shall be kept at the owner's ordinary place of business in the Federated States of Micronesia.
- (c) A Crew List, or any change made to a Crew List, shall, within 48 hours of being completed, be delivered to the Principal Shipping Officer.
- (d) Notwithstanding paragraph (c), the owner shall, at intervals of not less than three months, deliver to the Principal Shipping Officer a copy of the most recent Crew List.
- (e) A shipping officer may require the master of a vessel to produce the Crew List.
- (f) A master of a vessel who refuses, or fails without reasonable cause, to comply with a requirement under paragraph (a) of this Regulation is liable to a fine not exceeding \$1,000.

APPENDICES

Appendix 1

SHIPPING ARTICLES

(Section 606 of the National Maritime Act, 1997)

Part A Articles of Agreement

1. Particulars of Agreement (Part B):
 - (a) Date of lodgment with Shipping Officer: _____
 - (b) Place of lodgment with Shipping Officer: _____
 - (c) Registered number of Approved Part B: _____

2. Particulars of owner or owner's agent:
 - (a) Name: _____
 - (b) Address: _____

3. Particulars of seafarer:
 - (a) Name of seafarer: _____
 - (b) Number of Seafarer Identity Card: _____
 - (c) Number of Seafarer Employment Record Book: _____
 - (d) Address of seafarer: _____

- (e) Certificate number: _____
- (f) Capacity in which engaged: _____
- (g) Proper return port: _____
- (h) Country of citizenship: _____
- (i) Name of next-of-kin: _____
- (j) Address of next-of-kin: _____

- (k) Relationship to next-of-kin: _____

We, the above described owner or owner's agent and the above described seafarer, HEREBY AGREE to be bound by contract of employment on the terms and conditions set out in the Agreement (Part B) referred to above AND notwithstanding the date of this Agreement, WE AGREE that the contract of employment shall be deemed to commence on _____.

Dated this ____ day of _____ in the year of our Lord _____.

(Signature of Seafarer)

(Signature of Owner or Owner's Rep.)

4. Indemnification on Termination of Agreement

We, the above described owner or owner's agent and the above described seafarer, HEREBY AGREE to indemnify and release each other from any or all claims under this Agreement except as follows:

Dated this ____ day of _____ in the year of our Lord _____.

Rep.)

(Signature of Seafarer)

(Signature of Owner or Owner's

SHIPPING ARTICLES

(Section 606 of the National Maritime Act, 1997)

Registered No. _____

PART B. Terms and Conditions of Employment

1. This Agreement is for:

(a) a single voyage or voyages to _____

not exceeding _____ months; or

(b) for an indefinite period not exceeding one year, in the _____ trade.

2. This Agreement applies to employment in one or more of the following vessels:

<u>Name of Vessel</u>	<u>Registry Number</u>	<u>Port of Registry</u>	<u>Trade in which Engaged</u>

3. The hourly rate of wages payable in a vessel to which this Agreement relates is as follows:

	<u>Capacity</u>	<u>Basic Rate</u>	<u>Overtime Rate</u>
1.	Master	_____	_____
2.	Chief Mate	_____	_____

3.	Second Mate	_____	_____
4.	Third Mate	_____	_____
5.	Junior Third Mate	_____	_____
6.	Radio Officer	_____	_____
7.	Boatswain	_____	_____
8.	Quartermaster	_____	_____
9.	Carpenter	_____	_____
10.	Able-Bodied Seafarer	_____	_____
11.	Ordinary Seafarer	_____	_____
12.	Chief Engineer	_____	_____
13.	First Assistant Engineer	_____	_____
14.	Second Assistant Engineer	_____	_____
15.	Third Assistant Engineer	_____	_____
16.	Junior Third Assistant Engineer	_____	_____
17.	Fireman	_____	_____
18.	Tankerman	_____	_____
19.	Oiler	_____	_____
20.	Wiper	_____	_____
21.	Chief Steward	_____	_____

22.	Chief Cook	_____	_____
23.	Assistant Cook	_____	_____
24.	Messman	_____	_____
25.	Purser	_____	_____
26.	Store Keeper	_____	_____

4. After each _____ continuous service under this Agreement, the employee shall be entitled to not less than _____ weeks leave at the rate of pay fixed by this Agreement.
5. The employee shall join the vessel not later than the time specified by the master, and, on any subsequent occasion within the period of his employment when he is away from the vessel, he shall rejoin the vessel not later than the time specified by the master.
6. The employee shall work such hours, whether ordinary or overtime and whether at sea or in port, as shall be required by the master.
7. The employee shall at all times:
 - (a) conduct himself in an orderly, faithful, honest and sober manner; and
 - (b) be diligent in the performance of his duties; and
 - (c) obey the lawful commands of the master.
8. Where the employee considers himself aggrieved, he shall make complaint to the master in a quiet and orderly manner.
9. The employer shall provide the employee with bed and bedding, provisions and eating utensils in accordance with standard requirements. All equipment and unconsumed provisions shall be returned to the employer by the employee when the employee leaves the vessel. Where equipment and unconsumed provisions are not so returned to the employer a deduction shall be made against the wages of the employee at a rate of not more than 75% of the cost of the equipment and unconsumed provisions.
10. The employee shall not secrete or assist in secreting a stowaway on board the vessel.
11. The employer shall duly perform his statutory obligations affecting the employee.

12. This Agreement may be terminated:
- (a) subject to Section 13 of this Agreement, except where this Agreement is for an indefinite period not exceeding one year, by giving not less than 24 hours written notice in a port or place where, and at a time when, replacements may reasonably be expected to be obtained, after such notice is given; and
 - (b) by mutual agreement between the employee and the master on behalf of the employer; and
 - (c) by the master, acting on behalf of the employer, where the employee:
 - (i) incompetent or negligent in the performance of his duties; or
 - (ii) fails to join, or fails to rejoin his vessel later than the time specified by the master; or
 - (iii) by his conduct shows that his continued presence on board is likely to be prejudicial to the safety of the vessel or those on board or to the maintenance of good order.
13. Where an employer gives notice to an employee under Section 12(a) of this Agreement at a port other than the proper return port of the employee, the employee is entitled to receive from the employer, except for any period of delay due to the willful act or default of the employee, a free passage to his proper return port with wages and maintenance until his arrival at his proper return port.
14. Where the employment of an employee is terminated under Section 12 of this Agreement, the employee shall be paid the wages due to him within 24 hours of the time his employment is terminated.
15. This Agreement is subject to the provisions of Chapter 6 of the National Maritime Act, 1997, and such awards as are applicable to a vessel to which this Agreement applies.
16. In this Agreement unless the contrary intention appears:
- 'employee' means the seafarer specified in Part A of this Agreement;
- 'employer' means the owner or the owner's agent specified in Part A of this Agreement;
- 'master' means the master of a vessel to which this Agreement relates.

17. Special conditions (if any):

I CERTIFY that Part A of this Agreement has been signed in my presence for and on behalf of the employer and is approved for the purposes of Section 606 of the National Maritime Act of 1997. I CERTIFY FURTHER that the whole Agreement has had it read to the employee and has understood the contents hereof.

Dated this _____ day of _____ in the year of our Lord _____.

(Port)

Shipping Officer

18. Endorsements

NOTICE OF INTENTION TO ENTER INTO AN AGREEMENT

- 1. To the Shipping Officer at:

- 2. Name of vessel or vessels to which Agreement will relate:

- 3. Name and Address of Owner:

- 4. Name of person to be employed and details of qualifications held: _____

- 5. Capacity in which person is to be employed: _____

- 6. Whether or not person is new entrant to shipping industry: _____

7. Date, time and place at which Agreement is proposed to be signed:

Dated this _____ day of _____ in the year of our Lord _____.

(Owner or Master)

Appendix 3

NOTICE OF TERMINATION OF ARTICLES OF AGREEMENT

1. To the Principal Shipping Officer _____

2. Name of Vessel:

3. Place and date on which Articles of Agreement was made:

4. Name of
Seafarer: _____

5. Capacity in which seafarer
employed: _____

6. Place and date of proposed

termination: _____

7. Reason _____ for
termination: _____

8. Details of a dispute (if any) which exists regarding wages: _____

Dated this _____ day of _____ in the year of our Lord _____

(Owner or Master)

Appendix 4

ACCOUNT OF SEAFARER'S WAGES

1. Particulars of Seafarer
(a)

Name: _____

(b) Identity Card number/Employment Record Book
number: _____ / _____

(c) Capacity in which employed:

(d) Registered number of Agreement (Part
B): _____

(e) Vessel in which
employed: _____

2. Statement of Earnings:

(a) Wages date commenced: _____

date ceased: _____

weeks at \$ _____ per week \$ _____

days at \$ _____ per week \$ _____

(b) Other Earnings \$ _____

Total Earnings \$ _____

3. Statement of Deductions

(a) Allotments \$ _____

(b) Taxation and other deductions \$ _____

(c) Goods and services supplied \$ _____

(d) Advances \$ _____

Date Port Amount

Total deductions \$ _____

4. Summary

Total Earnings \$ _____

Total Deductions \$ _____

Amount now due and payable \$ _____

Dated this ____ day of _____ in the year of our Lord _____.

(Owner or Master)

Appendix 5

ALLOTMENT NOTE FOR SEAFARER'S WAGES

1. Particulars of Seafarer

(a)

Name: _____

—

(b) Identity Card number/Employment Record Book number: _____/_____

(c) Address:

(d) Registered number of Agreement (Part

B): _____

2. Particulars of Allotment

(a) Amount: _____

(b) Date of first payment: _____

(c) Interval between subsequent payments: _____

I hereby authorize and direct the deduction of the allotment from my wages as set out in the above summary.

Dated this _____ day of _____ in the year of our Lord _____.

Signature of Seafarer

Appendix 6

RECORD OF HEARING OF A DISCIPLINARY OFFENSE

1. Particulars of Disciplinary Offense

- (a) Name of Vessel: _____
- (b) Name of Master: _____
- (c) Name of Seafarer: _____
- (d) Particulars of offense: _____

- (e) Dates on which:
(i) offense came to notice of master: _____
- (ii) hearing held by master: _____
- (f) Penalty imposed: _____
- _____
- _____

2. Record of Proceedings

- (a) Was charge read over and explained to seafarer? Yes/No
- (b) Did seafarer admit the charge? Yes/No
- (c) Was every witness heard in the presence of the seafarer? Yes/No
- (d) Was seafarer permitted to make a statement in answer to
- (i) the charge? Yes/No
- (ii) the evidence produced against him? Yes/No

- (e) Was seafarer permitted to call witnesses on his own behalf? Yes/No
(g) Was the finding of the master given in the presence of the seafarer?
Yes/No

3. Reasons for Finding (Reason for finding the Disciplinary Offense proved:)

4. Report to the Principal Shipping Officer

Record of hearing forwarded to: _____ at _____
_____ on _____.

Dated this _____ day of _____ in the year of our Lord _____.

Master

Appendix 7

SEAFARER IDENTITY CARD

(A Seafarer Identity Document for the Purpose of ILO Convention No. 108)

FULL NAME

SIGNATURE OR MARK OF HOLDER

SIGNATURE OF OFFICER OF ISSUING AUTHORITY

DATE OF ISSUE

VALID UNTIL

PHYSICAL CHARACTERISTICS

HEIGHT

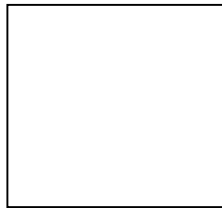
COLOR OF EYES

COMPLEXION

DISTINGUISHING MARKS OR FEATURES

DATE/PLACE OF BIRTH

NATIONALITY



PHOTOGRAPH

Appendix 8

SEAFARER EMPLOYMENT RECORD BOOK (Section 6.2, Seafarers Employment Regulations)

1. Particulars of Seafarer

- (a) Name
- (b) Date of Birth
- (c) Evidence of Identity
- (d) Next of Kin
 - (i) Name
 - (ii) Address

2. Particulars of Sea Service

- (a) Name of Vessel
- (b) Trade of Vessel
- (c) Date Employment Commences
- (d) Date Employment Ceased
- (e) Capacity in which Employed
- (f) Number of Part B of Agreement
- (g) Signature of Employer

3. Particulars of Course or Employment in Schools or Workshops

- (a) Name of School or Workshop
- (b) Name of Course or Employment
- (c) (i) Date Commenced
- (ii) Date Completed
- (d) Type of Course or Employment
- (e) Signature of Principal or Employer

4. Particulars of Qualifications

- (a) Description of Certificate
- (b) Grade
- (c) Date of Issue
- (d) Issuing Officer

Appendix 9

ENTRIES IN THE OFFICIAL LOGBOOK (Section 636 of the National Maritime Act, 1997)

PART A For Passenger Vessels and Vessels of 500 Gross Tonnage and Above on International Voyages

Particulars of Entries Required

1. The name, port of registry, official number, IMO number and gross and net tonnage of the vessel
2. The name and address of the owner
3. The name and address of the employer of the crew, if not the owner
4. The name of the Master and the number and place of issue of his Certificate of Competency and the date, time and place of his assuming command
5. The date on, and the place at, which the official log book is opened
6. The date on, and the place at, which the official log book is closed

7. The date and time of each departure from, and each arrival at, any wharf, port or harbor.
8. Where any of the following casualties occur:
 - (a) loss of life or personal injury caused by:
 - (i) fire on board; or
 - (ii) accident; or
 - (iii) collision; or
 - (b) loss or presumed loss of any vessel; or
 - (c) stranding or grounding of the vessel; or
 - (d) abandonment of the vessel; or
 - (e) any damage caused to, or by, the vessel, a description of the casualty and the place at which, or the position of the vessel when, it occurred.
9. A record of every signal of distress, radio distress or message observed or received.
10. An entry by the master stating the reasons why, on receiving a distress signal, he considers it unreasonable or unnecessary to go to the assistance of any vessel, aircraft or person.
11. A record noting the consent of the Principal Shipping Officer (PSO) to the termination of Articles of Agreement outside of the Federated States of Micronesia.
12. Where a seafarer is left behind in any country outside of the Federated States of Micronesia or is taken to such a country on being shipwrecked, a record of:
 - (a) the name and the capacity of the seafarer;
 - (b) the date on which, and the place at which, the seafarer was left behind;
 - (c) the reason, if known, for the seafarer being left behind;
 - (d) any provision made by the master on behalf of the employer, to ensure the continued welfare of the seafarer that has been left behind;
 - (e) any provision made to inform the employer and the Principal Shipping Officer that the seafarer has been left behind; and
 - (f) a record of the Principal Shipping Officer's consent.
13. Where a seafarer is left behind outside the Federated States of Micronesia or is taken to a country on being shipwrecked, a record, in relation to the property of the seafarer if any:

- (a) property (including money) left on board the vessel;
 - (b) property of which the master has taken charge;
 - (c) article sold and the price received for it;
 - (d) article destroyed or disposed of, and the name of the person to whom disposal was made; and
 - (e) article delivered to any person specifying the person to whom the delivery was made and the date, place and the manner of delivery.
14. Where a person dies on board the vessel, or is lost from the vessel, or a seafarer belonging to a vessel dies while temporarily absent from the vessel, a record of:
- (a) the date, time and place of the death or loss;
 - (b) the full name and sex of the person;
 - (c) the year and place of birth of the person;
 - (d) the country of citizenship;
 - (e) the cause of death and, if the death is not due to natural causes, details of the circumstances of the death;
 - (f) the cause of the loss (if known) and the steps taken to rescue the person lost;
 - (g) the name of the next-of-kin; and
 - (h) if deceased person is a seafarer, his capacity, place and address of residence, and number and date of issuance of Seafarer Identity Card.
15. Where a seafarer dies leaving property in the vessel, a record of:
- (a) any property of which the master has taken charge; and
 - (b) any item sold and the price received for it; and
 - (c) any article destroyed or disposed of and the name of the person to whom disposal was made; and
 - (d) the delivery of any article to any person.
16. Where a seafarer belonging to the vessel becomes seriously ill, or suffers a serious injury, a record of the:
- (a) name of the seafarer; and

- (b) circumstances of the illness or injury; and
- (c) nature and symptoms of the illness or injury; and
- (d) treatment adopted; and
- (e) progress of the illness or injury.

ENTRIES IN THE OFFICIAL LOGBOOK

Part B Any Other Vessel

Particulars of Entries

1. The name, port of registry, official number, IMO number and gross and net tonnage of the vessel
2. The name and address of the owner
3. The name and address of the employer of the crew, if not the owner
4. The name of the Master and the number and place of issue of his Certificate of Competency and the date, time and place of his assuming command
5. The date on, and the place at, which the official log book is opened
6. The date on, and the place at, which the official log book is closed
7. The date and time of each departure from, and each arrival at, any wharf, port or harbor.
8. Where any of the following casualties occur:
 - (a) loss of life or personal injury caused by:
 - (i) fire on board; or
 - (ii) accident; or
 - (iii) collision; or
 - (b) loss or presumed loss of any vessel; or
 - (c) stranding or grounding of the vessel; or
 - (d) abandonment of the vessel; or
 - (e) any damage caused to, or by, the vessel, a description of the casualty and the place at which, or the position of the vessel when, it occurred.
9. A record of every signal of distress, radio distress or message observed or received.

10. An entry by the master stating the reasons why, on receiving a distress signal, he considers it unreasonable or unnecessary to go to the assistance of any vessel, aircraft or person.
11. A record noting the consent of the Principal Shipping Officer (PSO) to the termination of Articles of Agreement outside of the Federated States of Micronesia.
12. Where a person dies on board the vessel, or is lost from the vessel, or a seafarer belonging to a vessel dies while temporarily absent from the vessel, a record of:
 - (a) the date, time and place of the death or loss;
 - (b) the full name and sex of the person;
 - (c) the year and place of birth of the person;
 - (d) the cause of death and, if the death is not due to natural causes, details of the circumstances of the death;
 - (e) the cause of the loss (if known) and the steps taken to rescue the person lost;
 - (f) the name of the next-of-kin; and
 - (g) if deceased person is a seafarer, his capacity, place and address of residence, and number and date of issuance of Seafarer Identity Card.
13. Where a seafarer dies leaving property in the vessel, a record of:
 - (a) any property of which the master has taken charge; and
 - (b) any item sold and the price received for it; and
 - (c) any article destroyed or disposed of and the name of the person to whom disposal was made; and
 - (d) the delivery of any article to any person.
14. Where a seafarer belonging to the vessel becomes seriously ill, or suffers a serious injury, a record of the:
 - (a) name of the seafarer; and
 - (b) circumstances of the illness or injury; and
 - (c) nature and symptoms of the illness or injury; and
 - (d) treatment adopted; and
 - (e) progress of the illness or injury.

