

INTERNATIONAL LABOUR ORGANISATION

Convention²² concerning Seamen's articles of agreement, adopted by the General Conference of the International Labour Organisation at its ninth session, Geneva, 24 June 1926, as modified by the Final Articles Revision Convention, 1946

English and French official texts communicated by the Director-General of the International Labour Office. The registration took place on 15 September 1949.

ORGANISATION INTERNATIONALE DU TRAVAIL

Convention concernant le contrat d'engagement des marins, adoptée par la Conférence générale de l'Organisation internationale du Travail à sa neuvième session, Genève, 24 juin 1926, telle qu'elle a été modifiée par la Convention portant revision des articles finals, 1946

Textes officiels anglais et français communiqués par le Directeur général de l'Organisation internationale du Travail. L'enregistrement a eu lieu le 15 septembre 1949.

No. 605. CONVENTION¹ CONCERNING SEAMEN'S ARTICLES OF AGREEMENT, AS MODIFIED BY THE FINAL ARTICLES REVISION CONVENTION, 1946²

The General Conference of the International Labour Organisation,
Having been convened at Geneva by the Governing Body of the International Labour Office, and having met in its Ninth Session on 7 June 1926, and

Having decided upon the adoption of certain proposals with regard to seamen's articles of agreement, which is included in the first item of the agenda of the Session, and

Having determined that these proposals shall take the form of an international Convention,

adopts this twenty-fourth day of June of the year one thousand nine hundred and twenty-six the following Convention, which may be cited as the Seamen's Articles of Agreement Convention, 1926, for ratification by the Members of the International Labour Organisation in accordance with the provisions of the Constitution of the International Labour Organisation :

Article 1

1. This Convention shall apply to all sea-going vessels registered in the country of any Member ratifying this Convention and to the owners, masters and seamen of such vessels.

2. It shall not apply to—

- (a) ships of war,
- (b) Government vessels not engaged in trade,
- (c) vessels engaged in the coasting trade,
- (d) pleasure yachts,
- (e) Indian country craft,
- (f) fishing vessels,
- (g) vessels of less than 100 tons gross registered tonnage or 300 cubic metres, nor to vessels engaged in the home trade below the tonnage limit prescribed by national law for the special regulation of this trade at the date of the passing of this Convention.

¹ For the date of entry into force of the Convention and the list of ratifications see Certified Statement on page 310.

² See page 3.

Article 2

For the purpose of this Convention the following expressions have the meanings hereby assigned to them, viz. :

- (a) the term "vessel" includes any ship or boat of any nature whatsoever, whether publicly or privately owned, ordinarily engaged in maritime navigation;
- (b) the term "seaman" includes every person employed or engaged in any capacity on board any vessel and entered on the ship's articles. It excludes masters, pilots, cadets and pupils on training ships and duly indentured apprentices, naval ratings, and other persons in the permanent service of a Government;
- (c) the term "master" includes every person having command and charge of a vessel except pilots;
- (d) the term "home trade vessel" means a vessel engaged in trade between a country and the ports of a neighbouring country within geographical limits determined by the national law.

Article 3

1. Articles of agreement shall be signed both by the shipowner or his representative and by the seaman. Reasonable facilities to examine the articles of agreement before they are signed shall be given to the seaman and also to his adviser.

2. The seaman shall sign the agreement under conditions which shall be prescribed by national law in order to ensure adequate supervision by the competent public authority.

3. The foregoing provisions shall be deemed to have been fulfilled if the competent authority certifies that the provisions of the agreement have been laid before it in writing and have been confirmed both by the shipowner or his representative and by the seaman.

4. National law shall make adequate provision to ensure that the seaman has understood the agreement.

5. The agreement shall not contain anything which is contrary to the provisions of national law or of this Convention.

6. National law shall prescribe such further formalities and safeguards in respect of the completion of the agreement as may be considered necessary for the protection of the interests of the shipowner and of the seaman.

Article 4

1. Adequate measures shall be taken in accordance with national law for ensuring that the agreement shall not contain any stipulation by which the parties purport to contract in advance to depart from the ordinary rules as to jurisdiction over the agreement.

2. This Article shall not be interpreted as excluding a reference to arbitration.

Article 5

1. Every seaman shall be given a document containing a record of his employment on board the vessel. The form of the document, the particulars to be recorded and the manner in which such particulars are to be entered in it shall be determined by national law.

2. The document shall not contain any statement as to the quality of the seaman's work or as to his wages.

Article 6

1. The agreement may be made either for a definite period or for a voyage or, if permitted by national law, for an indefinite period.

2. The agreement shall state clearly the respective rights and obligations of each of the parties.

3. It shall in all cases contain the following particulars :

- (1) the surname and other names of the seaman, the date of his birth or his age, and his birthplace;
- (2) the place at which and date on which the agreement was completed;
- (3) the name of the vessel or vessels on board which the seaman undertakes to serve;
- (4) the number of the crew of the vessel, if required by national law;
- (5) the voyage or voyages to be undertaken, if this can be determined at the time of making the agreement;
- (6) the capacity in which the seaman is to be employed;
- (7) if possible, the place and date at which the seaman is required to report on board for service;
- (8) the scale of provisions to be supplied to the seaman, unless some alternative system is provided for by national law;
- (9) the amount of his wages;

- (10) the termination of the agreement and the conditions thereof, that is to say :
- (a) if the agreement has been made for a definite period, the date fixed for its expiry;
 - (b) if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the seaman shall be discharged;
 - (c) if the agreement has been made for an indefinite period, the conditions which shall entitle either party to rescind it, as well as the required period of notice for rescission; provided that such period shall not be less for the shipowner than for the seaman;
- (11) the annual leave with pay granted to the seaman after one year's service with the same shipping company, if such leave is provided for by national law;
- (12) any other particulars which national law may require.

Article 7

If national law provides that a list of crew shall be carried on board it shall specify that the agreement shall either be recorded in or annexed to the list of crew.

Article 8

In order that the seaman may satisfy himself as to the nature and extent of his rights and obligations, national law shall lay down the measures to be taken to enable clear information to be obtained on board as to the conditions of employment, either by posting the conditions of the agreement in a place easily accessible from the crew's quarters, or by some other appropriate means.

Article 9

1. An agreement for an indefinite period may be terminated by either party in any port where the vessel loads or unloads, provided that the notice specified in the agreement shall have been given, which shall not be less than twenty-four hours.

2. Notice shall be given in writing; national law shall provide such manner of giving notice as is best calculated to preclude any subsequent dispute between the parties on this point.

8. National law shall determine the exceptional circumstances in which notice even when duly given shall not terminate the agreement.