

## **F. A. Q**

### **Frequently Asked Questions on Seafarers Employment and Welfare**

#### **CONTINUOUS DISCHARGE BOOKS (CDC)**

1. What are the requirements for obtaining a CDC?

- **Answer:**
  - Copy of National Identity Card
  - 2 passport size photographs taken on a white background
  - Copy and Original valid Basic STCW Certificates
  - In case the STCW certificate is not issued by the Kenyan Maritime Administration, then verification will be done with the issuing Authority before application is processed.

2. What about CDC replacement in case of loss or damage?

- **Answer**
  - The original CDC (in case of damage)
  - In case of loss (police abstract)
  - Copy of the CDC to the last endorsement
  - Copy of National Identity Card
  - 2 passport size photographs on a white background
  - Original and a copy of valid basic STCW certificates.

3. What is the cost of a new CDC, replacement of a CDC, lost CDC and renewal of CDC?

- **Answer**
  - New and replacement of CDC = USD 20.00
  - Loss of CDC = USD 25.00
  - Renewal of CDC = USD 2.00

4. How many days will it take to process the CDC?

- **Answer**
  - Three (3) working days

## **PAYMENT OF WAGES**

1. Must a monthly payment of the wages be available to the seafarer?

- **Answer:**

Yes, Seafarers shall be paid at interval of not greater than a month and 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. It can be in electronic or hard copy.

2. What happens if I sign off without being paid?

- **Answer:**

Report to The Seafarers Union of Kenya, local ITF agent or Kenya Maritime Authority (KMA) offices

## **EMPLOYMENT AGREEMENTS**

1. Must seafarers' employment agreements be in English?

- **Answer:**

No, Where the language of the seafarers' employment agreement and any applicable collective bargaining agreement is not in English, then it follows that English translation of the same will be available (except for ships engaged only in domestic voyages):

2. What if I do not understand what my employment agreement says?

- **Answer**

You should be given the opportunity to seek advice from KMA office or any other person who can assist.

3. Must seafarers' employment agreements be in paper format?

- **Answer:**

No, they can be available electronically, but such electronic versions must have been signed by both parties and copies deposited with the Registrar of Seafarers in line with the requirement of the Merchant Shipping Act, Cap. 389

4. What should a seafarer do after receiving a new contract?

**Answer**

- The seafarer must have a chance of going through the employment contract, if you don't understand seek advice about its terms before signing it. The seafarer can visit KMA for advice.

5. Must seafarers' original employment agreements be available on board?

• **Answer:**

a copy of seafarers' employment agreement should be kept on board, signed by both parties.

6. Must the collective agreements be available on board?

• **Answer:**

Only, if a collective agreement constitutes the seafarer's employment agreement in part or full, the ship owner must ensure that either a standard copy of the collective agreement or an electronic version is available on board. It can be in the any other language, in such a case English translation should be available.

7. Must the collective agreement have been signed by the two parties?

**Answer:**

Yes.

8. Must collective agreements be in paper format?

**Answer:**

No, they can be available electronically.

9. What should be included in the content of the employment agreement?

• **Answer:**

\*the seafarer's full name, date of birth or age, and birthplace; \*the ship owner's name and address; \* the place where and date when the seafarers' employment agreement is entered into; \* the capacity in which the seafarer is to be employed; \* the amount of the seafarer's wages or, where applicable, the formula used for calculating them; \* the amount of paid annual leave or, where applicable, the formula used for calculating it; \* termination of the agreement and the conditions thereof, including: \* 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 \*if the agreement has been made for a definite period, the date fixed for its expiry; and \* 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 \* the health and social security protection benefits to be provided to the seafarer by the ship owner.

10. We have seafarers who were employed before 20 August 2013. Must these seafarers have new employment agreements that meet the MLC requirements?

- **Answer:**

Yes. Employment agreements are to be renewed at most after one year.

11. What will happen if a valid collective agreement has expired?

- **Answer:**

Most collective agreements concluded with Seafarers Union stipulate that the collective agreement applies either beyond the agreed duration or until the collective agreement has been replaced by a new collective agreement. Should a collective agreement to which reference is made in a seafarer's employment contract be terminated or cancelled during the service, the conditions and terms of the terminated collective agreement must automatically apply as individually agreed conditions and terms for the employment for the remainder of the service. This is automatic and as regards expressions – minor change of the contractual basis will not normally require a new employment contract.

## **Recruitment and Placement Services**

1. Is a license needed in order to run Recruitment and Placement Services (RPS)?

- **Answer:**

Yes. One has to have a license before starting the business of recruitment and placement, it is issued from KMA upon application and meeting all the requirements as recruitment and placement agent in accordance to the Merchant Shipping Act, 389

2. Should Recruitment Placement Services be certified as a ship owner?

- **Answer:**

No. A licensed Recruitment and Placement Agency is not allowed to own ships.

3. We use a recruitment and placement service in another country that has ratified the MLC. What must we be aware of in that connection?

- **Answer:**

Ship owners using private recruitment and placement services for seafarers in countries that have ratified the Maritime Labour Convention (MLC) or International Labour Organization (ILO) Convention no. 179 on the recruitment and placement of seafarers

(1996) – must ensure that the relevant services have a certificate, a license or a document showing that they are operated in accordance with the Convention requirements.

4. We use a recruitment and placement service in another country that has not ratified the MLC. What must we be aware of in that connection?

- **Answer:**

Ship Owners using private recruitment and placement services for seafarers in countries that have not ratified the MLC – or ILO Convention no. 179 on the recruitment and placement of seafarers (1996) – must be able to document that the relevant services meet the requirements for recruitment and placement services following from the Convention.

## **HOURS OF REST**

1. Should hours of rest be agreed upon in the employment agreement?

**Answer:**

Yes, it may be. However, hours of work and rest should be stipulated in the national laws of the flag state where the ship is registered. In accordance with **MLC 2006** the minimum **hours of rest** for all seafarers are: **10 hours** in any **24 hour** period; and. **77 hours** in any **7** day period. **Hours of rest** may be divided into no more than **2** periods one of which shall be at least **6 hours** in length.

2. Can information on hours of rest be kept on board in electronic form?

- **Answer:**

Yes. If the system for recording hours of rest is electronic.

3. Must the seafarer always receive the overview of hours of rest in paper format?

- **Answer:**

It is required that records of seafarers' daily hours of work or of their daily hours of rest be maintained to allow monitoring of compliance in accordance to ILO standards. The seafarers shall receive a copy of the records pertaining to them which shall be endorsed by the master, or a person authorized by the master, and by the seafarers.

4. Are seafarers permitted to work on "public holidays"?

- **Answer:**

Collective agreements will state that compensation be done of work performed on public holidays by at least equivalent time off duty and off the ship or additional leave in lieu of remuneration or any other compensation so provided. Seafarers should rest on public holidays as provided for in the MLC, 2006.

## **FOOD**

1. Must the food be free?

- **Answer:**

Yes. Seafarers on board a ship shall be provided with food free of charge during the period of engagement. The food should be of good quality and quantity.

## **COMPLAINT PROCEDURE**

1. Who do I present a complaint to onboard ship?

**Answer:**

- Report to the immediate supervisor. If non responsive, escalate the complaint to a higher level (Master).

## **COMPLAINT PROCEDURE AT PORT**


1. How to I report persistent violation in (wage payment, conditions of work, violation of seafarers' rights, hours of rest) to shore authorities?

**Answer:**

- Report to Port State Control Officers, the International Transport Workers Federation (ITF), Seafarer's Union, and the Maritime Authority

**For further enquiry please contact:**

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