

**GVZH**

ADVOCATES

**Project Seafarer Harmony**

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## Abbreviations

“**EIRA**” shall mean the Employment and Industrial Relations Act;

“**FHCC**” shall mean the First Hall Civil Court;

“**MLC**” shall mean the Maritime Labour Convention;

“**MSA**” shall mean the Merchant Shipping Act;

“**MSR**” shall mean the Merchant Shipping (Maritime Labour Convention) Rules;

“**WRO**” shall mean the Seamen Wages Council Wage Regulation Order.



## **Introduction: Project Seafarer Harmony**

Project Seafarer Harmony (hereinafter referred to as “the Project”) outlines the salient legislation pertaining specifically to seafarers. It aims to provide a streamlined approach to employment matters within the Maritime sector, along with bringing together the apposite law in this regard, namely the EIRA (Chapter 452 of the Laws of Malta), the WRO (S.L 452.51), the MSA (Chapter 234 of the Laws of Malta) and the MSR (S.L. 234.51), which could be applied by the user on a case-by case basis.

It is structured in such a way that it organises the emerging rules on employment, in a coherent fashion and in the form of a practical handbook for users, based on the main sections of each law and their applicability to the different roles held by seafarers. Lastly, the Project also offers a discussion with reference to relevant case law, in relation to the jurisdiction of the Courts of Malta and the Industrial Tribunal, which tackles a broader spectrum of employment-related issues.

## **Section 1: Chapter 452 - Employment and Industrial Relations Act (EIRA)**

### **Main sections of EIRA**

EIRA is categorised into two (2) main sections: the Employment Relations and Industrial Relations, and provides for the following sections:

- Employment Relations Board (Article 3);
- Recognised Conditions of Employment (Articles 4-10);
- Protection of Wages (Articles 11-25);
- Protection against Discrimination related to Employment (Articles 26-32);
- Termination of Contracts of Services (Articles 33-42);
- Enforcement and Non-Compliance related to Employment (Articles 43-47);



- Administration related to Employment (Article 48);
- Status, registration and conduct of trade unions and employer's associations (Articles 49-62);
- Restrictions in legal liability and proceedings and on union membership (Articles 63-67);
- Voluntary Settlement of Disputes (Articles 68-72);
- The Industrial Tribunal (Articles 73-83).

#### **Definition of 'Seaman'**

EIRA does not provide a definition of a "seaman". However, in terms of the below case, it was recommended by the Maltese Courts, that the same definition of 'seaman' (in Maltese: *Bahrri*) provided in the MSA **shall ALSO be used** for cases of seamen employees dealt with under the EIRA.

The definition of a "seaman" under the MSA is as follows: "*seaman*" includes every person (except masters, pilots and apprentices) employed or engaged in any capacity on board a ship".<sup>1</sup>

**The case Kaptan Massimiliano Bani vs Highland Lassie Limited (C 60884) u Idroj Limited (C 65456)** decided on the 22<sup>nd</sup> of September 2017 states the following:

*Il-Qorti terga' ttenni li seaman (bahri) skont l-Att dwar il-Bastimenti Merkantili (Kap. 234) ma tinkludix kaptani, bdoti u apprendisti (ara definizzjoni, artikolu 2 tal-Att). Hu minnu li Kap. 452 ma jatix definizzjoni tal-kelma 'baħri'. Madankollu l-Qorti xorta ma tara l-ebda raguni ghalfejn il-kelma bahri fl-artikolu 39 tal-Kap. 452 ghandha tinghata xi definizzjoni differenti minn dik li hemm fil-Kap. 234. Wara kollox hu l-artikolu 39 tal-Kap.452 li jirreferi "għall-baħrin impjegati*

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<sup>1</sup> Article 2, Chapter 234 Laws of Malta;



*fuq bastimenti skont id-disposizzjonijiet tal-Att dwar il-Bastimenti Merkantili”. Ladarba hemm “kaptan tinkludi kull persuna (barra minn bdot) li jkollha l-kmand jew tkun inkarigata minn bastiment” mela loġikament id-definizzjoni ta’ ‘baħri’ għandha tkun konformi ma’ dak l-Att.<sup>2</sup>*

### **Applicability of EIRA for Seamen**

Article 39 states that “*The provisions of article 36 shall not apply in respect of **seamen employed on ships under the provisions of the Merchant Shipping Act**; and in the event of any conflict between any of the provisions of the said Act and any of the provisions of this Act, the former shall apply*”<sup>3</sup>.

The above provision specifically excludes “*seamen employed on ships under the provisions of the Merchant Shipping Act*” from article 36. The latter deals with the termination of employees working as seamen.

Therefore, this means that in cases of termination of contracts of employment, of seamen employed on ships as per the MSA, EIRA does NOT apply. Moreover, when there is any conflict between the MSA and EIRA, the former prevails. Due to this, any cases on the termination of seafarers’ employment will have to be referred to the Ordinary Courts; First Hall Civil Court and NOT the Industrial Tribunal.<sup>4</sup>

This was confirmed in the case: **LM Albert Gyorgy vs. Crystal River Cruises Manning Ltd (C 74271)**<sup>5</sup>

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<sup>2</sup> Court of Appeal (Inferior Jurisdiction) Citation Number 30/2015 decided by Judge Anthony Ellul on the 22<sup>nd</sup> of September 2017;

<sup>3</sup> Note that although the wording of article 39 was amended by Act No.VI of 2019, to only include article 36 in its provision, the sidenote refers to articles 36, 37 and 38. The fact that article 37 and 38 are still in the sidenote of the relative article is an oversight by the legislator, so we shall assume that the wording of the law is to prevail and so only Article 36 is not to apply.

<sup>4</sup> Dealing with the exclusive jurisdiction of the Industrial Tribunal;

<sup>5</sup> Court of Appeal (Inferior Jurisdiction) Citation Number 21/2021 decided by Judge Lawrence Mintoff, decided on the 15<sup>th</sup> of September, 2021;





*“l-artikolu 39 tal-Kap. 452 jipprovdi li d-dispożizzjonijiet tal-artikolu 36 ma għandhomx jgħoddu għall-bahrin impjegati fuq bastimenti skont id-dispożizzjonijiet tal-Att dwar il-Bastimenti Merkantili. Komplet tgħid li r-rikorrent kien tassew ingaġġat bħala baħri fuq bastiment kummerċjali li jbaħħar barra minn xtutna, u għaldaqstant il-provvedimenti tal-Kap. 452 dwar it-terminazzjoni tal-impjieg, li fuqhom jibbaża ruħu r-rikorrent, huma esklużi permezz tal-artikolu 39 tal-Kap. 452. Qalet li għalhekk il-kwistjoni odjerna ma taqax taħt il-ġurisdizzjoni ta’ dan it-Tribunal.”*

All other matters of employment of seamen, namely regarding the following:

- Recognised conditions of employment;
- Protection of wages;
- Protection against discrimination related to employment;
- Contract duration;
- Fixed-term contracts;
- Minimum rights of employees;
- Enforcement and non-compliance related to employment;
- Administration related to employment; and
- All industrial relations provisions...

...under articles 4-35 and 37-86 of EIRA, APPLY to seamen employees AS LONG AS there is no conflict with any provisions relating to the aforementioned matters within the MSA.



This means that the generic definition of an employee provided by the EIRA also applies to seamen for the above matters ONLY. For reference, an employee under EIRA (and which includes seamen) is defined as:

*“any person who has entered into or works under a contract of service, or any person who has undertaken personally to execute any work or service for, and under the immediate direction and control of another person, including an outworker, but excluding work or service performed in a professional capacity or as a contractor for another person when such work or service is not regulated by a specific contract of service.”*

To clarify, EIRA does not explicitly state that the definition of “employee” includes a seaman or seafarer. Thus, we cannot immediately conclude and state that an employee under EIRA is to include also a seaman.

Let us take the case in point of termination of seamen as an example:

In cases of termination of employment of a seaman, one would first look at article 36 of EIRA which deals with termination matters of employees. However, article 39 goes on to state that specifically with regards to termination of seamen employed on ships under the provisions of the Merchant Shipping Act; article 36 will not apply. The law is clear in this regard. However, the question as to what law is applicable to the termination of seafarer contracts remains unclear at this stage.

From an understanding of the law, it is as though, under EIRA, an “employee” and a “seaman” are given different terms of reference ONLY for the cases of article 36 and 39. This means that, where EIRA regulates “employees”, it is relating to all “employees” and this including seamen. However, specifically under 36 dealing with termination of employees, such termination excludes “seamen”.



Based on the principle *ubi lex voluit, lex dixit*, it is our understanding that; if the law wished to differ between “employees” and “seamen” it would have done so, as seen in the example of article 39, which then refers us to article 36 and its inapplicability to seamen.

Since EIRA does not differ between employees and seamen in any other provision, we can safely (yet indirectly) conclude that the definition of employee does indeed include a seaman under EIRA.

Therefore, in light of the above, all instances within the EIRA, excluding termination of seamen, apply to ALL employees, including seamen. Therefore, an important distinction is to be made as to which law applies to seamen employees in case of termination of contracts of employment.<sup>6</sup>

### **Termination of Employment Contract of Seafarers and Damages which may Ensur**

In this discussion, sub-article 4 of article 64 of EIRA specifically tackles the scenario in which there is an act carried out in contemplation or in furtherance of a trade dispute and in pursuance of a directive issued by a trade union, and whether any damages by the seafarer may ensue. Fundamentally the law states that where there is such an act, that person cannot have legal action taken against him, with damages, on the ground only that it consists in a breach of a contract of employment. Secondly, any act done as aforesaid, (not being an act in breach of a collective agreement, or of a settlement, decision or agreement still binding by the Tribunal) shall NOT by itself entitle the employer to terminate the contract of employment of, or discriminate against, any person doing any such act as aforesaid – therefore this shall not constitute a break in the service of such person.

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<sup>6</sup> Refer to the below section on Merchant Shipping Act, Chapter 234 of the Laws of Malta;



However, sub-article 6 of the same provision goes on to state that sub-article 4 does NOT apply specifically to persons employed to provide tug services, pilotage and mooring (among others). Therefore, such sub-categories of 'seamen' will be actionable in damages for any act carried out in contemplation or in furtherance of a trade dispute and may possibly entitle their employer to terminate the contract of employment or to 'discriminate' against such employer.

## **Section 2: Subsidiary Legislation 452.51 – Seamen Wages Council Wage Regulation Order (WRO)**

### **Main Sections of the WRO**

The WRO provides for the following sections:

- i. Hours of work and wages of employees, including overtime rates (see articles 2,3 and 4 of the Schedule to the WRO);
- ii. Leave – vacation leave (four (4) working weeks and four (4) working days + national and public holidays), sick leave (fifteen (15) days full pay and a further fifteen (15) days after six (6) months of continuous service), bereavement leave (two (2) days paid), special leave (marriage – three (3) days, birth of child – two (2) days, study leave to obtain certificate – ten (10) days), jury service (as necessary), and injury leave (one (1) year on full pay);
- iii. Minimum weekly rest (adequate intervals for meals and rest of one hour in the aggregate on any day on which the hours of work exceed six point five (6.5) hours); and
- iv. Retiring age (male employee of the age of sixty (60) years, however the employer to allow at least till age of sixty-one (61) with the consent of the employee).



### **Applicability Explanatory Note**

Under the **explanatory note** of the WRO, it states specifically that:

*“The above provisions [of the WRO] apply to all employees on board ships regularly operating within the territorial waters of Malta, but **do not** apply to employees working on board fishing vessels or foreign going ships.”*

This means that the WRO:

- a. Applies to **ALL employees** on board ships regularly operating within the territorial waters of Malta; and
- b. DOES NOT apply to employees working on board:
  - i. fishing vessels and
  - ii. foreign flagged ships.

Note that under current legislation, whilst there is no definition of what ‘regularly operating’ entails, it is understood that the WRO applies solely to people working on ships within Maltese territorial waters.

For this matter, the following definitions must be examined, and must be satisfied for a seaman to be considered an employee under this WRO, as seen hereunder.



### **Territorial Waters**

The territorial waters of Malta consist of all parts of the open sea within twelve nautical miles (12nm) off the coast of Malta, measured from baselines, determined using the method of straight baselines joining appropriate points on the low-water line.<sup>7</sup> However, for purposes of the fishing industry, the territorial waters extends to all other parts of the open sea within twenty-five nautical miles (25nm) from the baselines, and jurisdiction shall extend accordingly.<sup>8</sup> Since the WRO does NOT apply to employees working on board fishing vessels, the territorial waters is limited to the twelve nautical miles (12nm) for any employment purpose related to seamen.

### **Categories of ‘Seamen’ Employees**

Under Article 1(1) of the Schedule to the WRO, there are numerous categories of “employees” to whom this law applies. These are the following however the list is non-exhaustive:

- **Category A employee** – whole-time employee wholly or mainly engaged on board light duty tugs or lighters;
- **Category B employee** – whole-time employee wholly or mainly engaged on board heavy duty tugs;
- **Category C employee** – whole-time employee wholly or mainly employed on board any luzzu;
- **Category D employee** – whole-time employee wholly or mainly employed on board a Gozo ferry; and
- **Category E employee** – whole-time employee wholly or mainly employed on board yachts or pleasure boats and includes any other whole-time employee (not being an employee in any of the Categories A, B, C and D) to whom the Seamen Wages Council Order applies.

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<sup>7</sup> Article 3 of the Territorial Waters and Contiguous Zone Act, Chapter 226 of the Laws of Malta;

<sup>8</sup> Article 3 (2) of Chapter 226;



Hence if an individual falls under any of the above descriptions of seamen classes, they are considered to be an 'employee' for all intents and purposes under this WRO. For every class of employee, the law provides a list of employees included in each category. This is not an exhaustive list as the law also caters for, and includes, other "seaman or other calling" for every category listed.

### **Whole-time Employees**

A whole-time employee is defined under article 1(1) of the Schedule to the WRO as being "*an employee who is deemed to be a whole-time employee in terms of any recognized conditions of employment*".

Article 2 of the Schedule to the WRO goes on to refer to the hours of work of the employee, and states that:

*"The minimum weekly wages of employees in Categories A, B, C, D and E shall be related to a week of five (5) days, to be fixed by the employer, of not more than:*

- (a) **forty (40) hours of work** in the case of whole-time employees **other than watchmen, or***
- (b) **forty-eight (48) hours of work** in the case of **watchmen.**"*

Hence, we must differ between watchmen and all other employees. Note that a watchman is "*an employee who guards his employer's property against fire, theft, illegal entry, and other related contingencies.*"<sup>9</sup>

Here, we refer to the WRO specifically since under EIRA, the definition of a whole-time employee is unclear and refers us to the WRO.

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<sup>9</sup> Article 1(1) of the Schedule to the WRO;



In fact, a “whole-time employee” under EIRA is defined as being an employee who is deemed to be a whole-time employee in terms of any recognised conditions of employment i.e the contract of employment and its relevant provisions. Hence, the latter, and its definition of whole-time employee applies solely to employees undertaking the role of ‘seamen’.

Additionally, the WRO also applies to a “captain/master” and this includes an employee “*who takes complete charge of a vessel, safeguards passengers, crew, ship and cargo, controls the speed and directs the course of the vessel, supervises the work of the crew and ensures the maintenance and cleanliness and directs subordinate officers in the performance of their duties.*”<sup>10</sup>

Overall, however, whenever the WRO mentions “employee”, we take it as to include the captain or master, since article 2 of the WRO states that: “*The provisions set out in the Schedule to this Order shall apply to all employees in respect of whom the Seamen Wages Council operates.*” The above definition is important to note since, as we shall see, under the MSA, a captain/master is excluded from the definition of a seaman.

### **Section 3: The Merchant Shipping Act – Chapter 234 of the Laws of Malta (MSA)**

#### **Main Sections of the MSA**

The MSA covers the following categories:

- Part I – Registry, procedure, certificate, privileges and forms required (articles 3-84);
- Part IIA – Bareboat Charter Registration (articles 84A-84Y);

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<sup>10</sup> Article 1(1) of the Schedule to the WRO;





- Part III – Shipping Companies and other Organisations (articles 84Z-88A);
- Part IV – Masters and Seamen (articles 89-206) including the following rules on:
  - Certificates of Competency (articles 89-98);
  - Masters (articles 99-105);
  - Conditions for admission to employment (articles 106-111);
  - Engagement of seamen (articles 112-122C);
  - Certification of able seamen and ship's cooks (articles 123-124);
  - Discharge of seamen (articles 125-130);
  - Payment of wages (articles 131-137A);
  - Rights of seamen in respect of wages (articles 138-146);
  - Power of Court to receive contracts (articles 147);
- Part V – Safety of Life at Sea (articles 206A-308);
- Part V – Prevention of Pollution From Ships (articles 308A);
- Part VI – Emigrant Ships (articles 309-311);
- Part VII – Special Shipping Inquiries and Courts (articles 312-329) / Inquiries and investigations as to shipping casualties (articles 312-317) / Provisions as to certified officers (articles 318-324) / Rehearing of investigations and inquiries (article 325) / Court of survey (articles 326-328) / Rules (article 329);
- Part VIII – Wreck and Salvage (articles 330-346) / Vessels in distress (articles 330-334);
- Part X – General Provisions (articles 363-374) / Registrar-General and registrars (articles 363-366) / Surveyors of ships (articles 367-369) / Jurisdiction and proceedings (articles 370-372C) / Application of Act to Foreign Ships by Order (article 373) / Regulations, Rules and Orders (articles 374-375);



### **Overriding Principle**

Article 116 importantly states that *“To the extent that any terms or conditions adopted by the parties to an agreement with the crew are contrary to the provisions of this Act in matters relating to wages and conditions of employment of seamen and masters on board ships, such terms and conditions shall have no effect and the relevant provisions of this Act shall be deemed to apply.”*

Hence, one must always keep in mind that, in any situation, where any terms or conditions in the agreement made between the client and crew on conditions of employment are contrary to the law, it is the MSA which prevails over the terms and conditions stipulated in the employment contract of the seaman.

### **Definitions**

The MSA provides for several definitions related to the discussion of the occupation of seafarers. Given the disordered nature of legislation associated with this theme, it is essential and relevant to this examination, to provide a clear and collective reference point for all stakeholders involved. By defining key terms, we aim to eliminate any potential ambiguity and misinterpretation. This not only enhances the understanding of the subject matter but also facilitates effective compliance with relevant law, ultimately promoting fair employment practices for seafarers.

#### **i. Seaman**

A seaman is defined as *“every person (except masters, pilots and apprentices) employed or engaged in any capacity on board a ship.”*

Therefore the MSA ONLY applies to those seamen, that is any person excluding masters, pilots and apprentices, who are employed or carrying out activities on board a ship. In fact, in the below case, the applicability of the MSA and definition of seaman is confirmed:



*“r-rikorrent kien ingaġġat bħala baħri fuq bastiment kummerċjali tas-soċjetà intimata rreġistrat taħt il-bandiera Maltija, jgħidli ai termini tal-Att dwar il-Bastimenti Merkantili (il-Kap. 234), li jistipula li ‘baħri’ jinkludi “kull persuna (barra minn kaptana, bdoti u apprentisti) impjegati jew imqabbdin fi kwalunkwe kariga abbord bastiment”. Is-soċjetà intimata qalet li r-rikorrent jaqa’ taħt id-definizzjoni ta’ ‘baħri’, u anki l-bastiment li kien jaħdem fuqu r-rikorrent, jaqa’ taħt id-definizzjoni ta’ ‘bastiment’ kif provduta fil-Kap. 234.”<sup>11</sup>*

The seaman cannot be a person under the age of sixteen (16) as per article 106 (1). If the seaman is between the ages of sixteen to eighteen (16-18), article 107 requires for there to be included in the employment agreement, a list of such persons and their personal details. The employee must also be granted a medical examination to be considered a fit seaman.<sup>12</sup> Non-compliance to the preceding rules shall result in the master or owner of the ship being liable to a fine not exceeding five hundred (500) units or in case of a subsequent offence, a maximum of one thousand (1,000) units.

Moreover, the MSA continues to define the following in separate definitions provided hereunder:

- "pilot" means any person not belonging to a ship who has the conduct thereof;
- However, the law falls short of providing for a definition of an "apprentice" – a definition here would be ideal for clarity purposes (even though it is quite self-explanatory as a term and role).

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<sup>11</sup> LM Albert Gyorgy vs. Crystal River Cruises Manning Ltd Court of Appeal Inferior Jurisdiction, 15<sup>th</sup> of September 2021 Number 21/2021;

<sup>12</sup> Refer to Article 108;



ii. **Owner or Master**

Article 2 of the MSA, which provides for general definitions, refers to the 'owner' or else 'master' of a ship. For clarity purposes, the following definitions must be looked into:

- a. Owner of vessel or Maltese ship - Article 4 states that ONLY the following list of people are eligible to register a ship (and will therefore be considered the owner of the vessel) under the MSA. These persons include:
- Any citizen of Malta;
  - Bodies corporate established under and subject to the laws of Malta having their principal place of business in Malta or having a place of business in Malta and satisfying the Minister that they can and will ensure due observance of the laws of Malta relating to merchant shipping or;
    - Other persons as the Minister may, by regulations, prescribe.
- b. "Master" includes every person (except a pilot) having command or charge of a ship. Do note that a master under the MSA is **NOT considered to be a seaman** and is defined in its own right.
- Article 99(1) specifically deals with the appointment and dismissal of a master. It states that the master is appointed and may be dismissed by the owner of the ship. Should there be any agreement to the contrary, it is considered null. The master is not entitled to any compensation if he is dismissed due to a good cause or removed by the Court. The master in such case is entitled to an indemnity based on the length of his service with the ship or owner. The indemnity cannot be less than his wages for the entire voyage and expenses of his repatriation.



- When carrying out his obligations, the Master is responsible for any negligence or misconduct and is answerable for all damages.<sup>13</sup> He is also responsible for the health and safety of his crew and contents of the vessel. Article 101 *et*, go on to explain what the powers of the Master include.

### iii. Ship

A ship includes every description of vessel used in navigation, whether self-propelled or not, and it includes barges, pontoons, floating establishments, installations or structures, oil rigs and other similar vessels, and for those parts of the MSA wherever applicable it shall also include a ship under construction.

This means that the MSA refers to **both commercial vessels and non-commercial vessels** under this definition. In fact, most provisions use the term 'every ship' to describe the vessel in question. However, do note that registration of vessels under six (6) metres in length are NOT covered and registrable by this Act. Moreover, Part IV of the MSA applies ONLY to fishing vessels and pleasure boats, which will be examined below.<sup>14</sup>

### iv. Unit

Whenever there is a mention of fines or penalties, these are denoted in units instead of a form of currency. The meaning of 'unit' is stipulated in article 372C which reads as follows:

*“The term “unit” with reference to any fine (multa) that may be imposed under this Act shall be equivalent to **two euro and thirty-three cents (€2.33)** or to such other sum as the Minister with the concurrence of the Minister responsible for Justice may by order from time to time determine, and differed equivalences may be determined for different provisions of this Act or for different provisions in regulations made under this Act.”*

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<sup>13</sup> Refer to Article 100;

<sup>14</sup> See section 204, and explained also hereunder;



### **Discharge of Seamen**

This section addresses the moment in which a seaman is discharged from his duties and the employment issues which may arise. The law provides for specific rules regarding the procedure of discharge, the obligations on behalf of the employer and the rights granted to the seafarer.

At the outset, one should note that:

- i. Article 125 *et*, deal with the discharge of seamen, and this excludes where the seaman is proceeding on temporary leave while remaining in the service of the ship ownership;
- ii. The procedure for discharge is as follows: the master must sign a certificate of discharge and give it to a seaman discharged from his ship at any place, either when the actual discharge takes place or upon payment of the seaman's wages;
- iii. According to article 129, when there is a transfer of vessel, the seaman must provide his consent, in writing, to complete the voyage of the ship if it is continued;
- iv. Otherwise, he is discharged as per point (ii).

### **Payment of Wages following Discharge**

Wages shall be paid before or at the time the seaman lawfully leaves the ship at the end of his engagement.<sup>15</sup> The date is subject to change in the case of any possible disputes or default on behalf of the seaman.

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<sup>15</sup> Refer to article 131;



The Master has the role of delivering a true and fair account of the seaman's wages and the deductions thereof.<sup>16</sup> In a case where a seaman is discharged and his wages have been settled, he must sign a release form, in a form approved by the Minister, including all claims with respect to the last voyage, and this release must be signed by the owner of the ship.

### **Insurance Policy**

Article 168A which discusses the insurance policy of seamen and/or crew, states that under this article ONLY, the terms "seaman", "seamen", "crew", "member of the crew", "members of the crew", and "crew member" **shall include a master of a ship and any other person serving on a ship**. This means that both "pilot" and "apprentice" are included under this umbrella term, as well as a "master", compared to the original definition of 'seamen' under the MSA.

Moreover, we find that the provisions of Article 168A, and of the Social Security Act shall NOT apply to foreign seamen employed on Maltese ships. Hence, only local seamen aboard Maltese ships are considered here.

### **Part IV of the Act and its Applicability to Seafarers**

Part IV of this Act, unless otherwise stipulated, applies directly to the following subjects, as confirmed in article 204:

- all sea-going ships registered under the Act, and;
- the owners of such ship;
- the masters of such ship and;
- the crews of such ship.

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<sup>16</sup> Refer to article 133;



Additionally, it only considers two (2) types of vessels, which are (a) pleasure yachts, and (b) fishing boats. All other vessels are excluded from its applicability.

Article 205 further lists in detail these following articles as NOT applicable to pleasure yachts:

- 113-120 – Agreements with crew;
- 122 – deposit of list of crew;
- 122A – use of English language;
- 122B – crew’s knowledge of English;
- 122C – conditions of service regulations made by Minister;
- 125 – Procedure of discharge of seamen;
- 133 – Role of master to deliver an account of wages;
- 137 – Deductions and payments of fines due under agreement of employment;
- 148 – Accommodation of seamen;
- 190-194 – Official logs to be kept and evidenced, and their entries, offences and delivery to shipping master.

This means they would apply only to commercial vessels and fishing boats only. The rules listed in the abovementioned points of law are straightforward in this regard and one may directly refer to the law for their application.

### **Fishing Boat’s Agreements**

According to article 206 (2), the provisions relating to compulsory agreements with the crew, meaning articles 113-120 of the MSA, shall apply ONLY to fishing boats, and those which are of twenty-five (25) tons and upwards, specifically.





In the application of article 114 to such fishing boats, the following provisions shall have effect:

- i. the agreement with the crew; (i.e. "fishing boat's agreement") shall be made in such form as the Minister may approve with respect to fishing boats; and
- ii. a fishing boat's agreement shall, in lieu of the amount of wages, specify, where the circumstances so require, the remuneration which each seaman is to receive, whether in wages or by share in the catch, or in both ways.

Further, in the application of article 115 to such fishing boats as aforesaid, a fishing boat's agreement may be made by the owner instead of by the master and the provisions of this Act with respect to the making of the agreement shall apply accordingly.

### **Certificates of Discharge and Certificates of Competency**

Another provision<sup>17</sup> further reiterates that article 126, which deals with the Certificate of discharge and return of certificates of competency carried out by the master, also only apply to fishing boats of twenty-five (25) tons or upwards. It further provides that articles 133 and 135 apply to fishing boats, however have special rules that must be adhered to. These two (2) articles deal with the role of the Master to deliver account of wages, and deduction of wages of a seaman respectively.

Instead, sub-article 4 amends and replaces the provisions found under articles 133 and 135, with the below rules that must be noted:

- (a) The owner of a fishing boat, being a boat of **twenty-five (25) tons or upwards**, shall deliver to the master, and the owner or master of such a boat shall deliver to every seaman of that boat, a full and true account in a form approved by the Minister, **of the wages or other remuneration** of the

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<sup>17</sup> Refer to sub-article 3 of article 206;



master or seaman, as the case may be, **and of all deductions** to be made therefrom on any account whatever; and a deduction from the remuneration of a master or seaman shall not be allowed unless it is included in the account so delivered, or is in regard to a matter happening after such delivery;

- (b) The master may, by notice to the owner, and a seaman may, by notice to the owner or the master, dispense with the delivery of such account;
- (c) Except where the account is so dispensed with and except in so far as it relates to remuneration consisting in a share of the catch, the account shall be delivered **not less than four (4) hours** before the paying off or discharge of the master or seaman;
- (d) If the owner or master of a boat fails without reasonable cause to comply with this sub article, he shall for each offence be liable to a fine (multa) not exceeding ten (10) units.

Sub-article 6 defines what a fishing boat is for this purpose and it means *“a vessel which is for the time being employed in sea fishing or in the sea-fishing service, including vessels employed as tenders or carriers to fishing boats or for the purpose of collecting and conveying to land the catch of fishing boats, but shall not include a vessel used for catching fish otherwise than for profit”*.

### **Part V of the Act and its Applicability to Seafarers**

Do note that articles 251-276 of Part V apply to ALL ships, excluding ships of war, ships solely engaged in fishing and pleasure yachts (article 250).

Concisely, Part V regulates the following matters:

- i. Safety of life at sea, regarding the construction and equipment of ships, the necessary certificates and surveys which need to be drawn up, rule enforcement and foreign safety Convention Ships;
- ii. Load line and loading, which section applies to ships whether Maltese or foreign;
- iii. Unseaworthy ships;



- iv. Carriage of dangerous goods; and
- v. Prevention of collisions.

## **Section 4: Subsidiary Legislation 234.51 - Merchant Shipping (Maritime Labour Convention) Rules (MSR)**

### **Main Sections of the Subsidiary Legislation**

The MSR cover the following:

- Role of the Registrar-General to make recommendation as he deems necessary (article 4);
- Minimum age of employees; employees working below the age of sixteen (16) and/or eighteen (18) (articles 5-7);
- Medical certificates, medical examination and medical stores; (articles 8-16);
- Recruitment and placement of workers; (articles 17-19);
- Conditions of employment of seamen including – the employment agreement, terms in the contract (and specifications such as language to be used) and the document availability (article 20, 22, 23, 24, 25, 26, 27, 28), period of hours (article 21-, manning levels (certification possessing and training level as per articles 29-36), hours of work and rest period (articles 37-46);
- Annual leave (articles 47 and 48);
- Rights of employees such as right to wages (articles 49-60) and payment thereof (articles 61-67A);
- Discharge and repatriation of seafarers (articles 68-74A);
- Deceased and distressed seafarers (articles 75-85);
- Accommodation and requirements on board a ship (articles 87-96);



- Medical stores (articles 97-106);
- Duties of owners and master (in cases of ensuring proper water and food on board and its distribution) (articles 107-110);
- Health and social welfare of worker (articles 111-117);
- Records and complaints procedure (articles 118-125); and
- Enforcement and compliance (articles 126-130).

### **Definition of Seafarer**

Firstly, under the MSR, a 'seafarer' means "*any person who is employed or engaged or works in any capacity **on board a ship**, to which these rules apply, but excluding persons providing non-scheduled or ancillary services to a ship to assist it in its maritime voyage such as, inter alia, shore-based engineers, bunker crew, pilots, members of the Armed Forces of Malta, or a member of the Civil Protection Department of Malta.*"<sup>18</sup>

### Do note the difference between: Seafarer vs Seaman

- Seafarer under the MSR excludes pilots BUT includes masters;
- Seaman under the MSA excludes pilots AND masters AND apprentices.

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<sup>18</sup> Sub-rule (1) of Rule 2;



### **The Convention**

Secondly, subject to sub-rule (2) of rule 3, these rules shall apply to all Maltese seagoing ships, wherever they are and to all other ships while they are in Maltese ports as determined by the Convention (see below) and to all seafarers serving onboard such ships.

“Convention” here refers to the Maritime Labour Convention (MLC) signed in Geneva on the 7<sup>th</sup> of February 2006, including any amendment or protocol related thereto as may from time to time be ratified, acceded or accepted by the Government of Malta and other instruments further developed or adopted by the International Labour Organisation.

### **Port**

The MLC does not define the term ‘port’. Note that the scope of application of the Convention is to protect all seafarers, namely any person employed, engaged or working in any capacity on board a ship. A ship is further defined in the MLC as being 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.

### **Ship**

For clarity purposes (since a ship is not defined in the Rules), a “ship” is defined under this Convention<sup>19</sup> as *“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.”*<sup>20</sup>

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<sup>19</sup> The Convention may be accessed [here](#);

<sup>20</sup> In terms of sub-rule 2 of Rule 2;



### **Applicability**

As stated in sub-rule 2 of rule 3, it is important to note that the MSR shall NOT apply to:

- (a) *Fishing vessels;*
- (b) *Ships of traditional build;*
- (c) *"Small ships"; as defined in the Small Ships Regulations<sup>21</sup> and that navigate exclusively in internal waters or waters closely adjacent to Malta;*
- (d) *Yachts in non-commercial use;*
- (e) *Warships or naval auxiliaries;*

*Provided that in case of doubt as to whether any categories of persons are to be regarded as seafarers, or as to whether any vessels are to be regarded as ships, the matter shall be determined by the Registrar-General after consultation with the shipowners' and seafarers' organisations concerned.*

With this list, we can safely conclude that these rules DO NOT apply to pleasure yachts. On the other hand, they do indeed apply to yachts of a commercial nature.

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<sup>21</sup> "small ship" means a craft under twenty-four (24) metres in length employed solely in the navigation within the territorial waters of Malta, whether mechanically driven or not, and whether privately or commercially used; and includes, but is not limited to, all types of craft such as sailing boats, yachts, fishing vessels and other craft used for fishing like caiques, luzzijiet and frejgatini, cabin cruisers, speedboats, jet skis, dinghies, passage boats and other Maltese traditional boats, paddleboats, canoes, personal water craft, air cushioned craft etc;



## Conclusion

The complex legislative framework governing seafarers' employment in Malta requires a meticulous approach when it comes to its effective applicability. The mosaic of national regulations on the matter collectively seek to ensure the rights, safety and dignity of all seafarers. Overall, the law exists to give the Maritime industry a stable framework, but it also recognises and is cognizant of the need for the legislation to adapt over time to meet the needs of its current seafaring workforce. It is essential that the implementation of relevant legislation is characterized by a commitment to align national regulations with international standards, to provide adequate protection and welfare of seafarers within the Maltese maritime jurisdiction.



**Annex 1: Summary Table on the Law Applicable to different Employees**

<b>Project Seafarer Harmony</b>					
<b>Subject of Employment</b>	<b>Type of Vessel</b>	<b>Employee</b>	<b>Location</b>	<b>Applicable Law</b>	<b>Court's Jurisdiction</b>
Hours/Time of Work	<ul style="list-style-type: none"> <li>• Light duty tugs</li> <li>• Heavy duty tugs</li> <li>• Luzzus</li> <li>• Gozo ferry</li> <li>• Yachts</li> <li>• Pleasure boats</li> </ul>	Whole-time employee (working 40hrs)	Maltese Territorial Waters	Seamen Wages Council Wage Regulation Order	Industrial Tribunal
Leave		Whole-time watchman (working 48hrs)			
Minimum Rest Period (week and year)	ONLY IN MALTESE TERRITORIAL WATERS				





Wages	EXCLUDES Fishing Vessels  EXCLUDES Foreign going ships	Whole time Master Captain/Officer Pilot			
Hours/Time of Work  Leave  Minimum Rest Period (week and year)  Wages	ALL Vessels (Maltese registered)  Commercial and Non-commercial vessels  Pleasure Boats	Employee = Seaman  EXCLUDING: v. Master vi. Pilot vii. Apprentice	Anywhere	Employment and Industrial Relations Act	Industrial Tribunal
Hours/Time of Work	ALL Commercial Vessels	Any employee= Seafarer			



Leave	MORE THAN 24m in length	<i>EXCLUDING: persons providing non-scheduled or ancillary services to a ship to assist it in its maritime voyage such as, shore-based engineers, bunker crew, pilots, members of the Armed Forces of Malta, or a member of the Civil Protection Department of Malta</i>			
Minimum Rest Period (week and year)	EXCLUDING non-commercial vessels:  (a) fishing vessels; (b) ships of traditional build; (c) small ships (d) yachts in non-commercial use; (e) warships or naval auxiliaries:		Within Maltese ports, internal waters and territorial waters	Merchant Shipping Rules	Court
Wages					
Hours/Time of Work	All vessels	Employee = Seaman			
Leave		EXCLUDING:  viii. Master ix. Pilot			



Minimum Rest Period (week and year)		x. Apprentice	Anywhere	Merchant Shipping Act	Court
Wages					
Unjust Termination	Any vessel	Employee = Seaman  EXCLUDING: xi. Master xii. Pilot xiii. Apprentice		Employment and Industrial Relations Act  AND  Merchant Shipping Act	Court
Appointment and Dismissal	All vessels	Masters	Anywhere	Merchant Shipping Act (articles 99 et)	Court
	All vessels	Master		Merchant Shipping Act art 99	



Unjust/ Unfair Termination	Both commercial and non-commercial	Pilot Apprentice	Anywhere	AND  EIRA art 75	Industrial Tribunal
Form, period and conditions of employment agreements/ Termination conditions	Commercial vessels	Seafarer Master	Anywhere	Merchant Shipping Rules  (article 21 et)	Court



## **Annex 2: Cases examined with regards to the competence of the Industrial Tribunal to hear cases related to unfair dismissal and abrupt termination of a captain/master of a vessel**

- 1. Kaptan Massimiliano Bani vs Highland Lassie Limited u Indroj Limited**
  - a. First Hall Civil Court Citation Number 693/2014 decided by Judge Mark Chetcuti on the 7th of November, 2014.
  - b. Industrial Tribunal Decision Citation Number 2409 Case Number 3290 decided by Chairman Dr Martin Fenech on the 5th of October 2015 regarding unfair dismissal.
  - c. Court of Appeal (Inferior Jurisdiction) Citation Number 30/2015 decided by Judge Anthony Ellul on the 22nd of September 2017.
  
- 2. Paolo Cannistraro vs Aria Chartering Limited**
  - a. Industrial Tribunal Citation Number 3226/FM decided by Franco Masini on the 1st of August, 2014 regarding unfair dismissal.
  - b. Court of Appeal (Inferior Jurisdiction) Citation Number 21/2014 decided by Judge Anthony Ellul decided on the 12th of October, 2016.
  - c. Industrial Tribunal Decision Citation Number 3226/FM Decision Number 2518 decided by Chairman Franco Masini decided on the 4th of April 2018 on unfair dismissal.
  
- 3. LM Albert Gyorgy vs. Crystal River Cruises Manning Ltd (C 74271)**
  - a. Court of Appeal (Inferior Jurisdiction) Citation Number 21/2021 decided by Judge Lawrence Mintoff decided on the 15th of September, 2021.
  - b. Industrial Tribunal Decision Citation Number 3835/JHP decided by Chairman James Pearsall on the 31st of January 2022 regarding unfair dismissal.



**4. Carmel Busuttil (K.I. 626956M) vs. Bezzina Maritime Services Limited**

- a. Industrial Tribunal Decision Number 2601 Citation Number 3160?CCG decided by Chairperson Charmaine Cristiano Grech on the 15th of May, 2019 regarding unfair dismissal.
- b. Court of Appeal (Inferior Jurisdiction) Citation Number 49/2019 LM decided by Judge Lawrence Mintoff decided on the 12th of June, 2020.

**5. Richard Charles Manning vs Wheels Yachting Limited**

- a. Industrial Tribunal Preliminary Decision Number 2288 Citation Number 3176/YMS decided by Chairperson Yana Micallef Stafrace on the 9th of June 2014 regarding unfair dismissal.

**6. Elda Francesca Busalacchi vs Aria Chartering Limited**

- a. Industrial Tribunal Decision Citation Numer 3227/FM decided by Chairman Franco Masini decided on the 1st of August 2014, regarding unfair dismissal.
- b. Court of Appeal (Inferior Jurisdiction) Citation Number 20/2014 decided by Judge Anthony Ellul on the 12th of October, 2016.
- c. Industrial Tribunal Decision Citation Number 3227/FM Decision Number 2519 decided by Charman Franco Masini decided on the 4th of April 2018, regarding unfair dismissal.

**7. Maria Tizziana Balabanov Mizzi vs Virtu Ferries Ltd (C 11553)**

- a. Industrial Tribunal Preliminary Decision Number 2801 Citation Number 3982/JD decided by Chairperson Joseph Delia, decided on the 24th of February, 2022.



### Annex 3: Table of Cases – Summary and Main Findings

Name of Case	Dates	Issue	Facts and findings	Applicability/Explanation
<u>Kaptan</u> <u>Massimiliano</u> <u>Bani vs</u> <u>Highland</u> <u>Lassie Limited</u> <u>u Indroj</u> <u>Limited</u>	a. 7/11/2014 b. 5/10/2015 c. 22/09/2017	Jurisdiction and competence of Industrial Tribunal and/or Civil Court regarding captain unfairly dismissed.	a. The First Hall Civil Court dealt with the amount of compensation to be provided to plaintiff. b. The Industrial Tribunal decided that it has competence to decide on the case since captain is excluded from seaman definition of MSA therefore EIRA applies. c. Decision of Industrial Tribunal confirmed on appeal.	Based on the Court of Appeal's decision, it was concluded that an issue of unfair termination of employment of a captain/master working on board a vessel must be dealt with by the Industrial Tribunal. Article 2 of the MSA defines seamen, and this definition excludes masters/captains. Article 39 of EIRA specifically excludes seamen from the applicability of article 36, dealing with termination of employees. Article 75 confirms the jurisdiction of the Industrial Tribunal for unfair dismissals (excluding seamen BUT including masters/captains as per article 2).



				Captain/master = Industrial Tribunal
<u>Paolo Cannistraro vs Aria Chartering Limited</u>	a. 1/08/2014 b. 12/10/2016	Jurisdiction and competence of Industrial Tribunal and/or Civil Court regarding captain unfairly dismissed from employment.	a. The Industrial Tribunal first decided that it does not have competence to determine on facts of the case. It fell short on the application of article 39 of EIRA. b. On appeal, the Court cancelled the Industrial Tribunal originally decision. It instead confirmed that the Industrial Tribunal indeed has jurisdiction to hear and determine the case, based on article 75 of EIRA. c. The Industrial Tribunal decided in favour of Aria Chartering – Cannistraro’s termination of employment was good-natured.	The decision originally made by the Industrial Tribunal was ill founded. The Industrial Tribunal simply stated that in cases of conflict between the MSA and EIRA, it is the MSA which overrules. It failed to note that the role of a master/captain is NOT included in the definition of seaman for purposes of MSA.  Appeal’s decision explains perfectly the reasoning behind why it is the Tribunal to take cognisance of a case of unfair termination of a captain/master on board a vessel. This complements the case of Captain Massimiliano Bani.  Captain/master = Industrial Tribunal





<p><b><u>Albert Gyorgy vs Crystal River Cruises Manning Ltd.</u></b></p>	<p>a. 8/02/2021 b. 15/09/2021 c. 31/01/2022</p>	<p>Jurisdiction and competence of Industrial Tribunal and/or Civil Court regarding the unfair dismissal of a chief engineer on board a vessel.</p>	<p>a. The Industrial Tribunal decided that the role of a chief engineer is nearly identical to a captain on a vessel. EIRA confirms jurisdiction of the Industrial Tribunal in this regard.  b. The Court of Appeal disagreed, stating that the chief engineer is considered a seamen under the definition of MSA. Therefore, the Civil Court had competence to decide on the case.</p>	<p>From this case we can safely conclude that issues regarding termination of employment of seamen on board vessels, including chief engineers, but excluding masters/captains, are to be dealt with by the Civil Court and NOT the Industrial Tribunal.  Chief engineer unjust termination = Civil Court</p>
<p><b><u>Carmel Busuttil vs Bezzina Maritime Services Limited</u></b></p>	<p>a. 5/05/2019</p>	<p>Unfair termination of employment of a seaman, who carried out work as a captain too, on board a vessel.</p>	<p>a. The Industrial Tribunal went into the facts of the case and no argument was made regarding the jurisdiction, or otherwise, of the Industrial Tribunal itself.  b. The COA confirmed the decision of the Tribunal, in that termination of plaintiff was</p>	<p>For the purposes of this case, Gyorgy was deemed to be a 'captain'.  COA confirmed the decision of the Industrial Tribunal. However, based on previous case reasonings, the case should have been decided by the Civil Court and NOT the Industrial Tribunal. A captain on</p>



	b. 12/06/2020		unjust, and merited compensation.	board a vessel is excluded from article 2's definition of seaman under MSA. Therefore, article 75 of EIRA takes precedence.
<b><u>Richard Charles Manning vs Wheels Yachting Ltd</u></b>	14/04/2014	Jurisdiction and competence of the Industrial Tribunal and/or Civil Court regarding the unfair termination of employment of a chief engineer on board a vessel.	The Industrial Tribunal immediately confirmed that issues on unfair dismissal of seamen are to be tackled by the Civil Court and NOT the Industrial Tribunal. This is based on the definition of seamen provided under article 2 of the MSA and article 39 of EIRA which excludes seamen in its application of article 36.	This case is in line with the reasoning of the COA in Albert Gyrgy vs Crystal River Cruising Manning Ltd  Chief engineer unjust termination = Civil Court
<b><u>Elda Francesca Busalacchi vs Aria Chartering Ltd</u></b>	a. 1/08/2014 b. 12/10/2016 c. 4/04/2018	Jurisdiction and competence of Industrial Tribunal and/or Civil Court regarding issue of termination of employment of a stewardess on board a vessel.	a. The Industrial Tribunal decided that it does not have jurisdiction to hear and determine this case. b. COA decided that article 75 should apply in that Industrial Tribunal has exclusive	This case goes to show the inconsistency of understanding the terminology used in article 75 of EIRA.



			<p>jurisdiction to determine cases on unfair termination.</p> <p>c. Case was decided by Industrial Tribunal in favour of Aria Chartering</p>	<p>The employee was a stewardess, and according to article 2 of MSA, is a seaman for all intents and purposes of the law.</p> <p>This case is inconsistent with the cases of Paolo Cannistraro and Albert Gyorgy, who were also seamen BUT their cases were decided by the Civil Court and NOT the Industrial Tribunal.</p> <p>Therefore, we have a misnomer:</p> <p>Stewardess = Jurisdiction of Industrial Tribunal (based on this case)</p> <p>Stewardess = Jurisdiction of Civil Court (based on previous court reasonings and the law)</p> <p>We agree with the latter.</p>
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<p><b><u>Maria Tizziana</u></b>  <b><u>Balabanov</u></b>  <b><u>Mizzi vs Virtu</u></b>  <b><u>Ferries Ltd</u></b></p>	<p>24/02/2022</p>	<p>Jurisdiction and competence of the Industrial Tribunal and/or Civil Court regarding issue of termination of employment of a stewardess on board a vessel.</p>	<p>The Industrial Tribunal decided that it does NOT have jurisdiction to hear and determine a case of unfair dismissal of a stewardess.</p>	<p>According to the decision made by the Industrial Tribunal here; Stewardess = Jurisdiction of Civil Court.          This is based on the exclusion of seamen in article 39 of EIRA.          This contradicts the above case of Elda Francesca Busalacchi.</p>
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### Annex 4: Project Seafarer Harmony Table of Applicability

Employment and Industrial Relations Act Chapter 452 of the Laws of Malta	Seaman Wages Council Wage Regulation Order S.L. 452.51	Merchant Shipping Act Chapter 234 of the Laws of Malta	Merchant Shipping Rules S.L. 234.51
Applies to all vessels, whether commercial or non-commercial vessels, excluding the exception of article 36 <i>et.</i> on termination of seafarers.	Applies to non-commercial vessels only;  Does NOT apply to <ul style="list-style-type: none"> <li>i. Fishing vessels and;</li> <li>ii. Foreign ships.</li> </ul>	Applies to commercial vessels only.	Applies to all commercial vessels but NOT: <ul style="list-style-type: none"> <li>- Fishing vessel;</li> <li>- Ships of traditions build;</li> <li>- Small ships up to 24m in length;</li> <li>- Non-commercial yachts and vessels and;</li> <li>- Warships.</li> </ul>
Covers: <ul style="list-style-type: none"> <li>• Conditions of employment (articles 1-35) and;</li> <li>• Procedure at the Industrial Tribunal (articles 40-86).</li> </ul>	Covers all conditions of employment of seamen including: <ul style="list-style-type: none"> <li>i. Leave entitlement;</li> <li>ii. Working hours;</li> </ul>	Covers: <ul style="list-style-type: none"> <li>i. The registration of vessels;</li> <li>ii. Employment of seamen;</li> <li>iii. Sea matters;</li> </ul>	Covers: <ul style="list-style-type: none"> <li>i. The conditions of employment of seamen.</li> <li>Specifications of ships ;</li> </ul>



	<ul style="list-style-type: none"> <li>iii. Wages.</li> </ul>	<ul style="list-style-type: none"> <li>iv. Safety of life at sea;</li> <li>v. Liability of ship owners.</li> </ul>	<ul style="list-style-type: none"> <li>ii. the duties of owner and master;</li> <li>iii. health and safety regulations; and</li> <li>iv. the rights of employees.</li> </ul>
<p>Articles 36, 37, 38, and 39 do NOT apply to seamen employed on vessels under the MSA i.e any employee, but excluding:</p> <ul style="list-style-type: none"> <li>i. Masters;</li> <li>ii. Pilots;</li> <li>iii. Apprentices.</li> </ul>	<p>Deals with 5 categories of vessels which are:</p> <ul style="list-style-type: none"> <li>i. Light duty tugs;</li> <li>ii. Heavy duty tugs;</li> <li>iii. Luzzus;</li> <li>iv. Gozo ferries;</li> <li>v. Yachts and pleasure boats.</li> </ul>	<p>Applies to all employees but excludes:</p> <ul style="list-style-type: none"> <li>i. Masters.</li> <li>ii. Pilots.</li> <li>iii. Apprentices.</li> </ul>	<p>Seafarer must be onboard the ship and excludes ancillary services to ships.</p>
<p>These apply to all seamen.</p>	<p>Applies to all whole-time employees in territorial waters of</p>		



	Malta; whether working 40hrs/week or 48 hrs/week.		
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The Merchant Shipping Act – Chapter 234 of the Laws of Malta.