



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

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Government Notice

MINISTRY OF JUSTICE AND LABOUR RELATIONS

No. 308

2025

REGULATIONS RELATING TO FISHERS: LABOUR ACT, 2007

Under section 135 of the Labour Act, 2007 (Act No. 11 of 2007), after consultation with the Labour Advisory Council, I have made regulations relating to fishers which supplement Chapter 3 on basic conditions of employment and Chapter 4 on health, safety and welfare of employees and which are in conformity with the Work in Fishing Convention, 2007 (No. 188), as set out in the Schedule.

FILLEMONT W. IMMANUEL

MINISTER OF JUSTICE AND LABOUR RELATIONS

Windhoek, 21 October 2025

SCHEDULE

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Definitions

1. In these regulations a word or an expression to which a meaning has been assigned in the Act has that meaning and, unless the context otherwise indicates –

“contract of employment” means a written contract of employment, articles of agreement, other similar arrangements or any other contract regulating the terms and conditions of employment of a fisher as set out in form FCE1 or FCE2 of the Annexure;

“employer” means an employer of a fisher;

“fisher” means a person employed or engaged in any capacity or carrying out an occupation on board any fishing vessel, including a person working on board who is paid on the basis of a share of the catch, but excluding pilots, naval personnel, other persons in the permanent service of a government, shore-based persons carrying out work aboard a fishing vessel and fisheries observers;

“fishing vessel owner” means the owner of a fishing vessel or any other person such as the manager, agent or bareboat charterer who has assumed the responsibility for the operation of the fishing vessel from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on the fishing vessel owner in accordance with the Convention, regardless of whether any other person fulfils certain duties or responsibilities on behalf of the fishing vessel owner;

“fishing vessel or vessel” means any ship or boat of any nature, irrespective of the form of ownership, used or intended to be used for the purposes of commercial fishing;

“full remuneration” includes the remuneration a fisher is entitled to when on board the vessel and when on land;

“Health and Safety Regulations” means the Regulations Relating to the Health and Safety of Employees at Work, published under Government Notice No. 156 of 1 August 1997;

“the Act” means the Labour Act, 2007 (Act No. 11 of 2007); and

“the Convention” means Work in Fishing Convention, 2007 (No. 188).

Application of regulations

2. These regulations apply to fishers, employers of fishers and fishing vessel owners engaged in commercial fishing operations.

Purpose of regulations

3. (1) These regulations supplement the basic conditions of employment set out in Chapter 3 of the Act and the health, safety and welfare of employees set out in Chapter 4 of the Act which is applicable to all employees including the fishers.

(2) These regulations ensure that the terms and conditions of a contract of employment of a fisher are not less favourable than those set out in the Act, the Health and Safety Regulations and these regulations.

Duty to pay full monetary remuneration

4. An employer must pay a fisher –

- (a) full monetary remuneration to which the fisher is entitled to when on board the vessel based on the daily rate for each day spent at sea for normal working hours and when on land as agreed between the employer and the fisher, minus lawful deductions as contemplated in section 12 of the Act; and
- (b) the remuneration referred to in paragraph (a) using any of the methods contemplated in section 11 of the Act, on the date as agreed between the employer and the fisher and at no charge to the fisher.

Allowances

5. An employer must, where applicable, pay to the fisher the housing, transport, cold allowance or any other allowance that the fisher is entitled to in terms of the contract of employment.

Annual bonus

6. An employer must, where applicable, pay annual bonus to the fisher as may be agreed on between the employer and the fisher.

Commission

7. An employer must pay the fisher a commission calculated on the basis of the total tonnage of fish landed for each fishing trip worked by the fisher as confirmed and agreed upon by the parties.

Pension and medical benefits

8. Every fisher who is a permanent employee of the employer must become a member of the pension fund and medical scheme of the employer, where applicable.

Ordinary hours of work

9. Subject to any notice that may vary the ordinary working hours of a fisher in accordance with section 139 of the Act, the ordinary working hours of a fisher are variable and the employer must structure such hours in shifts of not more than 8 hours at a time.

Overtime

10. (1) Due to the operational requirements of the employer, the employer may require a fisher to work overtime subject to an agreement between the employer and the fisher.

(2) Subject to any notice that may vary overtime hours of a fisher in accordance with section 139 of the Act, the employer must not require a fisher to work more than 35 hours of overtime in a seven day period and in any case not more than five hours overtime in a 24 hour period.

Daily spread-over and weekly rest period

11. (1) An employer must grant a fisher –

- (a) 10 hours of rest in any 24-hour period, of which at least six hours must be for uninterrupted sleep; and
- (b) 77 hours of rest in any seven-day period.

(2) Despite subregulation (1), the Captain or Master of the vessel may suspend the hours of rest referred to in that subregulation for the purposes of an emergency and may require a fisher to perform hours of work which is necessary for such emergency until the situation has been restored for –

- (a) the safety of the vessel, the persons on board or the catch; or
- (b) the purpose of giving assistance to any other vessel or person in distress at sea.

(3) The Captain or Master of the vessel must, as soon as practicable, after the situation has been restored to normal as contemplated in subregulation (2) ensure that a fisher who performed hours of work during an emergency and who was entitled to a rest period is granted with the rest period as contemplated to in subregulation (1).

Shore leave

12. (1) Upon the return of a fisher from sea, the employer must grant the fisher a paid shore leave calculated as follows:

- (a) one full day of every seven days worked at sea; and
- (b) a fraction of a day calculated on a *pro rata* basis for less than seven days worked at sea.

(2) Shore leave commences upon the return of the vessel at a port in Namibia or any other port provided that the work that need to be done by a fisher is completed, and the shore leave ends at the official boarding time of the vessel for the next fishing trip.

(3) Shore leave does not accumulate unless a fisher and an employer agree under special circumstances.

Accommodation

13. (1) An employer must, at no charge to a fisher, provide the fisher with accommodation as contemplated in section 28(2) of the Act for the duration of the period in which that fisher is on board the vessel.

(2) The accommodation referred to in subsection (1) must be of sufficient size, quality and appropriately equipped for the service of the vessel and the length of time a fisher is on board the vessel.

Food and water

14. (1) An employer must, at no charge to the fisher, provide a fisher with quality and sufficient food and portable water.

(2) A fisher must take a meal during the rest period or at such times as the Captain or Master of the vessel may determine.

(3) A fisher is entitled to a meal interval of –

(a) at least one hour in respect of a fisher who works continuously for more than five hours as contemplated by section 18(i) of the Act;

(b) at least 30 minutes for every five hours of continuous work by the fisher subject to section 18(2) of the Act; or

(c) such duration of time as may be varied in accordance with section 139 of the Act.

Occupational safety and health requirements

15. (1) An employer must provide a fisher with a safe and healthy work environment as contemplated in section 39 of the Act and the Health and Safety Regulations.

(2) As contemplated in section 41 of the Act, a fisher must cooperate with the employer to enable the employer to perform any duty imposed under Chapter 4 of the Act and the Health and Safety Regulations.

(3) An employer must, at no charge to a fisher and as contemplated in section 39 of the Act –

(a) provide the fisher with appropriate protective clothing and equipment, which protective clothing and equipment remain the property of the employer; and

(b) replace the protective clothing or equipment referred to in paragraph (a) when the protective clothing or equipment is worn out.

(4) The fisher must, at own cost, replace the protective clothing or equipment referred to in subregulation (3) if the protective clothing or equipment is damaged or lost due to the negligence or misuse by the fisher.

Duty of employer in event of sickness, injury or death of fisher

16. (1) If a fisher falls sick or is injured or is for any other reason unable to work while on voyage, the employer must, in addition to the remuneration that the fisher is entitled to while on land and despite such sickness, injury or such other reason, pay the fisher full remuneration that the fisher is entitled to while on board the vessel until –

- (a) the fisher is repatriated in accordance with regulation 18;
 - (b) the voyage comes to an end; or
 - (c) the fisher recovers while on voyage,
- whichever event occurs first.

(2) If the fisher requires medical care while the fisher is on board the vessel, the employer must ensure that such medical care is provided to a fisher at no charge to that fisher, including access to the necessary medicines, medical equipment and facilities for diagnosis and treatment, medical information and expertise.

(3) If necessary, the employer must give a fisher leave to consult a registered health practitioner at a port of call in order for the fisher to obtain the necessary medical treatment.

(4) In the event of sickness or incapacity of a fisher, any costs of medical care or treatment by the fisher in a foreign country must be borne by the employer, including cost for medical treatment, supply of necessary medicines and therapeutic devices and board and lodging costs until the recovery or repatriation of the fisher, whichever date occurs first.

- (5) If a fisher dies on board the vessel or ashore during the voyage, the employer must –
- (a) repatriate the body of the fisher;
 - (b) pay for the costs involved in the burial or cremation of the body of the fisher; and
 - (c) return the property of the fisher to the next of kin of the fisher.

Training

17. The employer must, at no charge to a fisher, provide the fisher, with basic safety training as contemplated in section 39(1)(e) of the Act to ensure that the fisher has the necessary skills to enable the fisher to safely carry out his or her functions on board the vessel.

Repatriation

- 18.** (1) An employer must, at no cost to a fisher, repatriate the fisher, in cases where –
- (a) the contract of employment of the fisher comes to an end;
 - (b) the contract of employment of the fisher is terminated by the employer or by the fisher for justified reasons; or
 - (c) the fisher is unable or cannot be expected to carry out the duties under the contract of employment of the fisher.
- (2) For the purposes of subregulation (1)(c), the circumstances where a fisher is unable or cannot be expected to carry out the duties under the contract of employment of the fisher include –
- (a) when a ship wreck occurred;
 - (b) the sale of the vessel or the change in the registration of the vessel;
 - (c) illness, injury or other medical condition that renders a fisher unable to carry out the duties under the contract of employment of the fisher.

(3) Despite subregulation (1)(b) and where the contract of employment of a fisher is terminated due to serious misconduct by the fisher, the employer must still repatriate the fisher, but the employer may recover the repatriation costs from any money due to the fisher in terms of the contract of employment between the fisher and the employer.

(4) In repatriating a fisher in accordance with this regulation, the employer may use any form of transport in order to repatriate the fisher to any port of embarkment in Namibia.

Freedom of association and trade union access

19. (1) A fisher has a right to be a member of a trade union.

(2) An employer may not unreasonably refuse access to its premises to authorised representatives of a trade union that is recognised as an exclusive bargaining agent for the purposes of section 65 of the Act.

Contract of employment of fisher

20. (1) An employer may not employ a person as a fisher unless the employer and the fisher has entered into written contract of employment, which sets out the terms and conditions of such employment.

(2) The contract of employment to be entered into between the employer and the fisher must in the case of a fisher who is to be employed on a –

- (a) permanent basis, be on Form FCE1; or
- (b) temporary basis, be on Form FCE2,

of the Annexure.

(3) An employer may include more favourable terms and conditions in the contract of employment of a fisher which are not provided for in the form set out in FCE1 or FCE2 of the Annexure.

(4) Before the contract of employment is signed by the employer and the fisher, the employer must explain or cause to be explained to the fisher each provision of the contract of employment, and if the fisher is not conversant with the official language in which the contract is written, the employer must ensure that the provisions of the contract of employment is explained to the fisher in a language that the fisher understands.

(5) After signing the contract of employment, the employer must –

- (a) provide the fisher with a copy of the signed contract of employment; and
- (b) retain a copy of the signed contract of employment of the fisher for a period of five years after the termination of the contract of employment of a fisher.

(6) An employer who contravenes subregulation (1) commits an offence and is liable on conviction to a fine not exceeding N\$20 000 or imprisonment for a period not exceeding four years, or to both such fine and imprisonment.

Matters not dealt with

21. Matters not dealt with in these regulations and in the contract of employment of a fisher must be dealt with in accordance with the relevant provisions of the Act, the Health and Safety Regulations and other relevant applicable laws.

FCE1

NAMIBIA
Model Format for a Fisher's Contract of Employment
(Permanent/Indefinite period)

This template applies to all fishers working on board any fishing vessel registered in Namibia.

Contract of employment entered between –

The Company/Vessel Owner _____

(Insert name of fishing company or vessel owner) (hereinafter referred to as “the Employer”)

(Insert registration number of the Vessel)

[(In the event, the Fisher is not employed by the fishing vessel owner or by an authorized representative of the vessel owner – e.g., a placement agency - the owner of the vessel shall have evidence of contractual arrangements).]

And

Mr./Mrs. _____

(Insert Fisher's full name) (hereinafter referred to as “the Employee”)

(Insert identification number of the “Employee”)

(insert the postal and residential address)

(insert the contact details)

1. Type of Contract of Employment

- 1.1 The capacity in which the Employee is (initially) employed is _____, [as defined in Annexure A].
- 1.2 The Employee is to be employed for an indefinite period/permanent on [vessel name and registration number].
- 1.3 The Employer shall have the right to transfer the Employee to any other vessel of the Employer as and when required, provided the following conditions are met:
 - (a) *Prior written* notice of the transfer has been given to the Employee in reasonable time as agreeable by both Parties;
 - (b) the Employee has consented to be transferred to another fishing vessel of the Employer (the Employee should not unreasonably refuse such a request);
 - (c) the transfer on to the other vessel may take place either onshore or offshore; and
 - (d) the particulars of the vessel under subsection 1.2 above are modified accordingly.

2. Remuneration

2.1 Basic salary

A basic monthly salary of N\$ _____ shall be paid by the Employer to the Employee on the basis of a daily rate of N\$ _____ for each day spent at sea *for normal working hours*.

2.2 Commission

2.2.1 A commission calculated on the basis of the total confirmed net tonnage of fish landed shall be paid by the Employer for each fishing trip worked.

2.2.2 The commission rates are:

- (a) N\$ _____ per ton of _____ [insert name of (target) species] landed;
- (b) N\$ _____ per ton of _____ [insert name of (by-catch) species] landed; and
- (c) N\$ _____ per ton of value-added by-product landed.

2.3 Overtime

2.3.1 Due to operational requirements, the Employee *may* be required to work overtime. Overtime hours, that is hours worked outside of normal hours of work, shall be paid at a rate of one and half times the Employee's basic hourly rate.

2.3.2 *The Employer shall not require the Employee to work more than 35 hours overtime in a 7-day period and in any case not more than 5 hours overtime in a 24-hour period.*

2.4 Sundays and Public Holidays

The Employer shall pay the Employee double hourly rate for *work done on a Sunday and public holiday* for every hour worked in accordance with the Labour Act.

2.5 Allowances

The Employer shall pay the Employee the following allowances:

2.5.1 A night work allowance equivalent to 6 percent of the Employee's basic hourly rate for any hour worked between the hours of 20h00 and 7h00.

2.5.2 A housing allowance of N\$ _____ per month, where applicable.

2.5.3 A transport allowance of N\$ _____ per month, where applicable.

2.5.4 A cold allowance of N\$ _____ per month, where applicable.

2.6 Annual bonus

The Employer may pay an annual bonus to the *Employee as may be agreed by the Parties*.

2.7 Payment of remuneration

The monthly remuneration shall be payable by bank and/or electronic bank transfer no later than the _____ day of each month, at no cost to the Employee in the bank account nominated by the Employer in writing.

2.8 Deductions

2.8.1 The Employer shall be entitled to deduct from the Employee's salary or set off against the Employee's salary such amounts as may be due in respect of income tax, social security and any amount owed by the Employee to the Employer in respect of the following to which the Employee hereby consents:

- (a) Medical fund contribution agreed to;
- (b) Retirement/Pension fund contribution agreed to;
- (c) Allotments duly authorized and made;
- (d) Any amount the employer by law or by order of any competent court is required or permitted to make;
- (e) Any deduction for which the employee has consented to in writing such as union fees and/or company loans and/or advances, but shall not include any recruitment fees;
- (f) Any and all liquidated amounts which may be due by the Employee to the Employer upon termination of the Employee's services for whatever reason;
- (g) Remuneration for periods that the Employee was absent without leave or remuneration in respect of which the Employee failed to attend any trip without leave.

2.7.2 No deduction in aggregate shall exceed one-third of the remuneration.

3. Benefits

3.1 Pension benefits

3.1.1 As a basic condition, every permanent employee shall become a member of the Company Pension Fund. [insert details of the Employer's pension scheme, in particular as regards coverage (including limitations or minimum thresholds to be vested)]

3.1.2 The Employee's contribution is _____ percent of his/her basic monthly salary.

3.1.3 [Insert Employer's contribution].

3.2 [Medical benefits]

[insert details of the Employer's insurance scheme, in particular as regards coverage and benefits to be provided to the Employee]

3.2.1 The Employee's contribution is _____ percent of his/her basic monthly salary.

3.2.2 [Insert Employer's contribution]

3.3 Occupational Accident and Disease Insurance

[insert details of the Employer's insurance scheme]

3.4 Social security

Contribution to the Social Security Fund amounts to 0.9 percent of the Employee's basic salary up to N\$81.

[insert details as regards coverage (including limitations or minimum thresholds to be vested) and any contributions to be made by the Employer on behalf of the Employee].

4. Working hours and rest periods

4.1 Working hours

Subject to any notice that may vary the ordinary working hours of a fisher in accordance with section 139 of the Act, the ordinary working hours of a fisher are variable, and the employer must structure such hours in shifts of not more than 8 hours at a time.

4.2 Rest periods

4.2.1 The Employee shall be allowed 10 hours of rest in any 24-hour period, including at least 6 hours uninterrupted sleep, and 77 hours of rest in any 7-day period.

4.2.2 The provisions of section 4.2.1 shall under no circumstances affect the safety of the vessel in case of an emergency. In such a case, the Captain/Master of the vessel may suspend the schedule of hours of rest and require the Employee to perform any hours of work necessary until the normal situation has been restored. As soon as practicable, after the normal situation has been re-instated, the Captain/Master shall ensure that the Employee is provided with an adequate period of rest.

5. Leave

5.1 Annual paid leave

The Employee shall be entitled to 24 working days of paid leave per annum with full remuneration in respect of each period of 12 consecutive months worked by the Employee.

5.2 Off season leave

5.2.1 The Employee shall be entitled to _____ days of off season leave with full remuneration as per the agreement negotiated by both Parties.

5.2.2 Off season days shall be taken during the closed season, where applicable, or during the period where the vessel is undergoing repair or long refit or

is not operating for any other reasons which have been spelled out in the agreement mentioned in subsection (1).

5.3 Shore leave

5.3.1 The Employee shall be entitled to paid shore leave calculated as follows:

- (a) One (1) full day for every seven (7) days worked at sea; and
- (b) a fraction of a day calculated on a pro rata basis for less than seven (7) days worked at sea.

5.3.2 Shore leave shall commence upon the return of the vessel at a port in Namibia or any other port provided that all work that need to be done is completed and shall end at the official boarding time of the vessel for the next fishing trip.

5.3.3 Shore leave shall not accumulate unless the Employee and Employer agree to a special circumstance. In any case the Employee shall not:

- (a) spend more than _____ consecutive days at sea; or
- (b) work on two (2) or more consecutive fishing trips, if the total duration of the combined trips exceeds ____ days, without taking shore leave.

5.4 Sick leave

5.4.1 The Employee shall be entitled to paid sick leave during a 3-year sick leave cycle as follows:

- (a) 1 working day of paid sick leave in respect of each completed month of employment, during the first 12 months of employment; and
- (b) thereafter, a maximum of 36 working days of paid sick leave in a 3-year cycle.

5.4.2 Paid sick leave for an absence longer than two (2) consecutive working days for fishers on land shall not be paid unless this absence is supported by a valid medical certificate from a registered medical practitioner covering the period of sickness.

5.5 Compassionate leave

The Employee shall be entitled to a compassionate leave of 5 working days with full remuneration during each period of 12 months of continuous employment. Such leave is granted in the event of death or serious illness in the family as defined in the Labour Act.

5.6 Maternity leave

5.6.1 Upon completion of 6 months' continuous service in the employment of the employer, the employee shall be entitled to at least 12 weeks' maternity leave as per the Social Security Act.

- 5.6.2 Due to the conditions of work at sea, the employee shall not be required to go at sea ____ weeks before her expected date of confinement and ____ weeks after her actual date of confinement.

6. Accommodation and food

6.1 Accommodation

- 6.1.1 The Employer shall provide accommodation to the Employee, at no charge, during the period he/she is employed on board the Employer's vessel(s).
- 6.1.2 Accommodation shall be of sufficient size and quality and appropriately equipped for the service of the vessel and the length of time the Employee lives on board in accordance with the Bedding, Towels, Mess Utensils and Other Articles for Personal Use Regulations.

6.2 Food and water

- 6.2.1 The Employer shall provide food and potable water to the Employee, at no charge, which shall be of sufficient quality and quantity.
- 6.2.2 Meals shall be taken during rest periods and/or at such time as the Captain/Master shall determine, provided a meal interval of at least 30 minutes for every 5 hours of continuous work is granted to the Employee.

7. Occupational safety and health

7.1 Prevention of occupational accident

- 7.1.1 The Employer shall provide a safe and healthy work environment in accordance with the Labour Act, 2007, and other relevant applicable laws.
- 7.1.2 The Employee shall cooperate with the Employer on the provisions of the health and safety measures as provided for by the Labour Act, 2007, and other relevant applicable laws.

7.2 Protective clothing and equipment

- 7.2.1 The Employer shall, at no charge, provide the Employee with appropriate protective clothing and equipment which shall remain the property of the Employer and shall be returned to the Employer on termination of an Employee's contract of employment with the Employer.
- 7.2.2 In the event of the protective clothing or equipment being damaged or lost due to the negligence or bad usage by the Employee, the Employee shall carry the replacement costs thereof.

7.3 Protection of fisher in the event of work-related sickness, injury and death

- 7.3.1 In the event the Employee becomes sick or injured while on a fishing trip, he/she shall be paid his/her full remuneration until he/she has been repatriated in accordance with the repatriation provisions set out in section 8 below or until the end of the Employee's fishing trip whichever comes first.

- 7.3.2 In the event the Employee requires medical care while he/she is on board the vessel, such care shall be provided free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where appropriate, the Employee shall be given leave to visit a qualified medical doctor or dentist in ports of call [in Namibia or abroad] for the purpose of obtaining the necessary treatment.
- 7.3.3 In the event of sickness or incapacity, any costs of medical care incurred by the Employee in a foreign country shall be met by the Employer, including medical treatment and the supply of necessary medicines and therapeutic devices and, if necessary, board and lodging until the Employee's recovery or repatriation, whichever comes first.
- 7.3.4 In the event of the Employee's death occurring on board or ashore during a voyage, the Employer shall meet the cost of burial expenses or cremation, where *applicable* or required by local legislation, or repatriate the body where appropriate, and shall return the Employee's property to his/her next of kin.

7.4 Training

The employer must, at no charge to a fisher, provide the fisher, with basic safety training as contemplated in section 39(1)(e) of the Act to ensure that the fisher has the necessary skills to enable the fisher to safely carry out his or her functions on board the vessel.

8. Repatriation

- 8.1 The Employee shall be entitled to repatriation, at the expense of the Employer, if he/she is in a foreign port:
- (a) when this contract of employment is terminated –
 - (i) by the Employer;
 - (ii) by the Employee, for justified reasons;
 - (b) in circumstances where the Employee is no longer able to carry out duties under this contract of employment or cannot be expected to do so.
- 8.2 The entitlement for repatriation shall entail transport by any appropriate means to the port of embarkment in Namibia [insert name of port] or to [insert place name and country].
- 8.3 The Employee shall not be entitled to repatriation at the cost of the Employer in circumstances where he/she has been dismissed for serious misconduct. In such circumstances the Employer shall still be liable to repatriate the Employee but shall be entitled to recover from any salary/wages due to the Employee the cost of doing so.
- 8.4 For the purpose of this section circumstances where the employee is no longer able to carry out his/her duties include, but is not limited to:
- (a) ship wreck;

- (b) the sale of the vessel or change in the vessel's registration;
- (c) illness or injury or other medical condition.

9. Termination of contract of employment

9.1 Notice periods

The length of written notice that any party to this contract of employment shall give to terminate such contract is:

- (a) 1 working day, during the first 4 weeks of employment;
- (b) 1 week, after 4 weeks of employment but less than 12 months; and
- (c) 30 days, after 12 months of employment.

9.2 Termination with notice

9.2.1 The Employee's service may be terminated by the Employer with written notice at any time during the term of this contract should:

- (a) the Employee become incapacitated for medical reason upon the recommendation of a registered medical practitioner; or
- (b) [the operational requirements] of the Employer [alter] and result in retrenchment and/or redundancy, including in the event of non-availability of quota, loss of fishing vessel [ship wreck] or other reasons which prevent the Employer from continuing its fishing business]; or
- (c) the Employee reach the age of 60 years.

9.2.2 The Employee shall be obliged to work his/her normal hours and attend his/her normal duties during the full notice period unless agreed otherwise with the Employer.

9.2.3 In the event that the Employer does not require the Employee to work during the notice period, the notice period shall be waived but the Employee shall receive the remuneration due to him/her up to the last day of the notice period.

9.2.4 In the event the Employer requires the Employee to work the full notice period, but the Employee fails to do so for whatever reason, the Employee shall only receive the remuneration due to him/her for the actual days worked during the notice period.

9.3 Automatic Termination of contract of employment

The contract of employment shall automatically terminate as per the provisions of the Labour Act upon the sale of the vessel or change in the vessel's registration.

10. Freedom of association

In the framework of freedom of association, an employee is at liberty to join a registered trade union.

11. Matters not dealt with

All matters not specifically dealt with in this contract shall be dealt with in accordance with the relevant provisions of the Labour Act, 2007 (Act No. 11 of 2007), the Merchant Shipping Act, 1951, and other relevant applicable laws.

IN WITNESS THEREOF, *The undersigned parties herewith declare that they have read and fully understand the contents of this contract of employment and voluntarily enter into this contract.*

Signed at [insert place where this contract of employment is entered into] on [insert date when this contract of employment is entered into]

Signed at.....on this Day of.....2024

EMPLOYER

As Witnesses:

1. _____

2. _____

Signed at.....on this day of.....2024

EMPLOYEE

As Witnesses:

1. _____

2. _____

Annexure A [work activities to be described]

Form FCE2

NAMIBIA
Model Format for a Fisher's Contract of Employment
(Fixed/temporary period)

This template applies to all fishers working on board any fishing vessel registered in Namibia

Contract of employment entered between –

The Company/Vessel Owner _____
(Insert name of fishing company or vessel owner) (hereinafter referred to as “the Employer”)

(Insert registration number of the Vessel)

[(In the event, the Fisher is not employed by the fishing vessel owner or by an authorized representative of the vessel owner – e.g. a placement agency - the owner of the vessel shall have evidence of contractual arrangements).]

And

Mr./Mrs. _____
(Insert Fisher's full name) (hereinafter referred to as “the Employee”)

(Insert identification number of the “Employee”)

(insert the postal and residential address)

(insert the contact details)

1. Type of Contract of Employment

- 1.1 The capacity in which the Employee is [initially] employed is _____, [as defined in Annexure A].
- 1.2 The Employee is to be employed for a definite period commencing on _____ [insert date] and ending on _____ [insert date] on _____ [insert the vessel name and registration number].
- 1.3 [Insert the reason why the Employee is hired on the basis of a fixed term contract].
- 1.4 The Employer shall have the right to transfer the Employee to any other vessel of the Employer as and when required, provided the following conditions are met:
 - (a) Prior written notice of the transfer has been given to the Employee in reasonable time as agreeable by both Parties;
 - (b) the Employee has consented to be transferred to another fishing vessel of the Employer (the Employee should not unreasonably refuse such a request);

- (c) the transfer on to the other vessel may take place either onshore or offshore; and
- (d) the particulars of the vessel under subsection 1.2 above are modified accordingly.

2. Remuneration

2.1 Basic salary

A basic monthly salary of N\$ _____ shall be paid by the Employer to the Employee on the basis of a daily rate of N\$ _____ each day spent at sea *for normal working hours*.

2.2 Commission

2.2.1 A commission calculated on the basis of the total confirmed net tonnage of fish landed shall be paid by the Employer for each fishing trip worked.

2.2.2 The commission rates are:

- (a) N\$ _____ per ton of _____ [insert name of (target) species] landed;
- (b) N\$ _____ per ton of _____ [insert name of (by-catch) species] landed; and
- (c) N\$ _____ per ton of value-added by-product landed.

2.3 Overtime

2.3.1 Due to operational requirements, the Employee *may* be required to work overtime. Overtime hours, that is hours worked outside of normal hours of work, shall be paid at a rate of one and half times the Employee's basic hourly rate.

2.3.2 *The Employer shall not require the Employee to work more than 35 hours overtime in a 7-day period and in any case not more than 5 hours overtime in a 24-hour period.*

2.4 Sundays and Holidays

The Employer shall pay the Employee double hourly rate for *work done on a Sunday and public holiday* for every hour worked in accordance with the Labour Act.

2.5 Allowances

The Employer shall pay the Employee the following allowances:

2.5.1 A night work allowance equivalent to 6 percent of the Employee's basic hourly rate for any hour worked between the hours of 20h00 and 7h00.

2.5.2 A housing allowance of N\$ _____ per month, where applicable.

2.5.3 A transport of N\$ _____ per month, where applicable.

2.5.4 A cold allowance of N\$_____ per month, where applicable.

2.6 Annual bonus

The Employer may pay an annual bonus to the *Employee as may be agreed by the Parties*.

2.7 Payment of remuneration

The monthly remuneration shall be payable by *bank and/or electronic bank transfer* no later than the _____ day of each month, at no cost to the Employee *in the bank account nominated by the Employer in writing*.

2.8 Deductions

2.8.1 The Employer shall be entitled to deduct from the Employee's salary or set off against the Employee's salary such amounts as may be due in respect of income tax, social security and any amount owed by the Employee to the Employer in respect of the following to which the Employee hereby consents:

- (a) Medical fund contribution agreed to;
- (b) Retirement/Pension fund contribution agreed to;
- (c) Allotments duly authorized and made;
- (d) Any amount the employer by law or by order of any competent court is required or permitted to make;
- (e) Any deduction for which the employee has consented to in writing for union fees and/or company loans and/or advances, but shall not include any recruitment fees;
- (f) Any and all liquidated amounts which may be due by the Employee to the Employer upon termination of the Employee's services for whatever reason;
- (g) Remuneration for periods that the Employee was absent without leave or remuneration in respect of which the Employee failed to attend any trip without leave.

2.8.2 No deduction in aggregate shall exceed one-third of the remuneration.

3. [Occupational Accident and Disease Insurance]

[insert details of the Employer's insurance scheme]

3.1 Social security

Contribution to the Social Security Fund amounts to 0.9 percent of the Employee's basic salary up to N\$81.

[insert details as regards coverage (including limitations or minimum thresholds to be vested) and any contributions to be made by the Employer on behalf of the Employee]

4. Working hours and rest periods

4.1 Working hours

Subject to any notice that may vary the ordinary working hours of a fisher in accordance with section 139 of the Act, the ordinary working hours of a fisher are variable, and the employer must structure such hours in shifts of not more than 8 hours at a time.

4.2 Rest periods

4.2.1 The Employee shall be allowed 10 hours of rest in any 24-hour period, including at least 6 hours uninterrupted sleep, and 77 hours of rest in any 7-day period.

4.2.2 The provisions of section 4.2.1 shall under no circumstances affect the safety of the vessel in case of an emergency. In such a case, the Captain/Master of the vessel may suspend the schedule of hours of rest and require the Employee to perform any hours of work necessary until the normal situation has been restored. As soon as practicable, after the normal situation has been re-instated, the Captain/Master shall ensure that the Employee is provided with an adequate period of rest.

5. Leave

5.1 Annual Paid leave

5.1.1 The Employee shall be entitled to _____ working days of leave per month worked by the Employee during the period of validity of the contract of employment.

5.1.2 If the period of validity of the contract does not begin on the first day of a month and does not end on the last day of another month, the number of leave days accrued by the Employee for the first and last months of the contract of employment should be only a pro-rata portion of the number of leave days specified in section 5.1.1 of this contract of employment.

5.2 Shore leave

5.2.1 The Employee shall be entitled to paid shore leave calculated as follows:

- (a) one full day for every seven days worked at sea; and
- (b) a fraction of a day calculated on a pro rata basis for less than seven days worked at sea.

5.2.2 Shore leave shall commence upon the return of the vessel at a port in Namibia or any other port provided that all work that need to be done is completed and shall end at the official boarding time of the vessel for the next fishing trip.

5.2.3 Shore leave shall not accumulate unless the Employee and Employer agree to a special circumstance. In any case the Employee shall not:

- (a) spend more than _____ consecutive days at sea; or

- (b) work on two or more consecutive fishing trips, if the total duration of the combined trips exceeds ____ days, without taking shore leave.

5.3 Sick leave

5.3.1 The Employee shall be entitled to paid sick leave during a 3-year sick leave cycle as follows:

- (a) 1 working day of paid sick leave in respect of each completed month of employment, during the first 12 months of employment; and
- (b) thereafter, a maximum of 36 working day of paid sick leave in a 3-year cycle.

5.2.2 Paid sick for an absence longer than two (2) consecutive working days for fishers on land shall not be paid unless this absence is supported by a valid medical certificate from a registered medical practitioner covering the period of sickness.

5.4 Compassionate leave

The Employee shall be entitled to a compassionate leave of 5 working days with full remuneration during each period of 12 months of continuous employment. Such leave is granted in the event of death or serious illness in the family as defined in the Labour Act.

6. Accommodation and food

6.1 Accommodation

6.1.1 The Employer shall provide accommodation to the Employee, at no charge, during the period he/she is employed on board the Employer's vessel(s).

6.1.2 Accommodation shall be of sufficient size and quality and appropriately equipped for the service of the vessel and the length of time the Employee lives on board in accordance with the Bedding, Towels, Mess Utensils and Other Articles for Personal Use Regulations.

6.2 Food and water

6.2.1 The Employer shall provide food and potable water to the Employee, at no charge, which shall be of sufficient quality and quantity.

6.2.2 Meals shall be taken during rest periods and/or at such time as the Captain/ Master shall determine, provided a meal interval of at least 30 minutes for every 5 hours of continuous work is granted to the Employee.

7. Occupational safety and health

7.1 Prevention of occupational accident

7.1.1 The Employer shall provide a safe and healthy work environment in accordance with the Labour Act, 2007, and other relevant applicable laws.

- 7.1.2 The Employee shall cooperate with the Employer on the provisions of the health and safety measures provided for by the Labour Act, 2007 and other relevant applicable laws.

7.2 Protective clothing and equipment

- 7.2.1 The Employer shall, at no charge, provide the Employee with appropriate protective clothing and equipment which shall remain the property of the Employer and shall be returned to the Employer on termination of an Employee's contract of employment with the Employer.
- 7.2.2 In the event of the protective clothing or equipment being damaged or lost due to the negligence or bad usage by the Employee, the Employee shall carry the replacement costs thereof.

7.3 Protection of fisher in the event of work-related sickness, injury and death

- 7.3.1 In the event the Employee becomes sick or injured while on voyage [fishing trip], he/she shall be paid his/her full remuneration until he/she has been repatriated in accordance with the repatriation provisions set out in section 8 below or until the end of the Employee's fishing trip, whichever comes first.
- 7.3.2 In the event the Employee requires medical care while he/she is on board the vessel, such care shall be provided free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where appropriate, the Employee shall be given leave to visit a qualified medical doctor or dentist in ports of call [in Namibia or abroad] for the purpose of obtaining the necessary treatment.
- 7.3.3 In the event of sickness or incapacity, any costs of medical care incurred by the Employee in a foreign country shall be met by the Employer, including medical treatment and the supply of necessary medicines and therapeutic devices and, if necessary, board and lodging until the Employee's recovery or repatriation, whichever comes first.
- 7.3.4 In the event of the Employee's death occurring on board or ashore during a voyage, the Employer shall meet the cost of burial expenses or cremation, where applicable or required by local legislation, or repatriate the body where appropriate, and shall return the Employee's property to his/her next of kin.

7.4 Training

The employer must, at no charge to a fisher, provide the fisher, with basic safety training as contemplated in section 39(1)(e) of the Act to ensure that the fisher has the necessary skills to enable the fisher to safely carry out his or her functions on board the vessel.

8. Repatriation

- 8.1 The Employee shall be entitled to repatriation, at the expense of the Employer, if he/she is in a foreign port:
- (a) when this contract of employment expires;

- (b) when this contract of employment is terminated –
 - (i) by the Employer;
 - (ii) by the Employee, for justified reasons;
 - (c) in circumstances where the Employee is no longer able to carry out duties under this contract of employment or cannot be expected to do so.
- 8.2 The entitlement for repatriation shall entail transport by any appropriate means to the port of embarkment in Namibia [insert name of port] or to [insert place name and country].
- 8.3 The Employee shall not be entitled to repatriation at the cost of the Employer in circumstances where he/she has been dismissed for serious misconduct. In such circumstances the Employer shall still be liable to repatriate the Employee but shall be entitled to recover from any salary/wages due to the Employee the cost of doing so.
- 8.4 For the purpose of this section circumstances where the employee is no longer able to carry out his/her duties include, but is not limited to:
 - (a) ship wreck;
 - (b) the sale of the vessel or change in the vessel's registration;
 - (c) illness or injury or other medical condition.

9. Termination of contract of employment

9.1 Notice periods

The length of written notice that any party to this contract of employment shall give to terminate such contract is:

- (a) 1 working day, during the first 4 weeks of employment;
- (b) 1 week, after 4 weeks of employment but less than 12 months;
- (c) 30 days, after 12 months of employment: and
- (d) grounded by operation of law.

9.2 Termination with notice

9.2.1 The Employee's service may be terminated by the employer with written notice at any time during the term of this contract should:

- (a) the Employee become incapacitated for medical reason upon the recommendation of a registered medical practitioner; or
- (b) [the operational requirements] of the Employer [alter] and result in retrenchment and/or redundancy, including in the event of non-availability of quota, loss of fishing vessel [ship wreck] or other reasons which prevent the Employer from continuing its fishing business].

- 9.2.2 The Employee shall be obliged to work his/her normal hours and attend his/her normal duties during the full notice period unless agreed otherwise with the Employer.
- 9.2.3 In the event that the Employer does not require the Employee to work during the notice period, the notice period shall be waived but the Employee shall receive the remuneration due to him/her up to the last day of the notice period.
- 9.2.4 In the event the Employer requires the Employee to work the full notice period, but the Employee fails to do so for whatever reason, the Employee shall only receive the remuneration due to him/her for the actual days worked during the notice period.

9.3 Automatic Termination of contract of employment

The contract of employment shall automatically terminate:

- (a) when the contract of employment expires;
- (b) as per the provisions of the Labour Act upon the sale of the vessel or change in the vessel's registration.

10. Freedom of association

In the framework of freedom of association, an employee is at liberty to join a registered trade union.

11. Matters not dealt with

All matters not specifically dealt with in this contract shall be dealt with in accordance with the relevant provisions of the Labour Act of 2007, and other relevant applicable laws.

IN WITNESS THEREOF, *The undersigned parties herewith declare that they have read and fully understand the contents of this contract of employment and voluntarily enter into this contract.*

Signed at [insert place where this contract of employment is entered] on [insert date when this contract of employment is entered into]

Signed at.....on this Day of..... 2024

EMPLOYER

As Witnesses:

1. _____

2. _____

Signed at.....on this day of.....2024

EMPLOYEE

As Witnesses:

1. _____

2. _____

Annexure A [***Job description***]
