

CHAPTER 318

RECRUITING OF WORKERS

RECRUITING OF WORKERS REGULATIONS

G.N. 261/1940

(SECTION 10)

[Commencement 5th October, 1940]

1. These Regulations may be cited as the Recruiting of Workers Regulations. Title.

2. (1) Any person desiring to recruit workers for work outside The Bahamas shall make application to a licensing officer in the form specified in Schedule A to these Regulations. Application for licence.
Schedule A.

- (2) Before a licence is issued the licensee shall enter into a bond or provide such security as the licensing officer shall require conditioned upon the due performance of any contract of service concluded between the recruiter and a worker.

- (3) Upon the granting of a licence by the licensing officer in the form specified in Schedule B to these Regulations, the name and address of the recruiter and the conditions under which such licence is issued shall be recorded in a register to be kept for that purpose by the licensing officer. Schedule B.

3. Every worker recruited shall enter into a written contract with the recruiter. Such contract shall be in the form specified in Schedule C to these Regulations and shall be executed in the presence of a magistrate. Parties must execute written contract.
Schedule C

4. Upon the execution of a contract the magistrate shall deliver a copy of the contract to the recruiter, a copy to the worker and retain a copy for his files. Copies of contract.

5. (1) In every contract made under these Regulations there shall be implied, save so far as the same are excluded by the express provisions of the Act or these Regulations or be inconsistent therewith, the terms, conditions and stipulations following — Implied terms of contract.

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- (a) that the worker shall be provided with free board and lodging from the date of departure from The Bahamas until return thereto and shall be provided with free passage for himself (and for his family if agreed upon) from The Bahamas and for return thereto;
 - (b) that the contract shall be void if owing to default of the recruiter the worker shall not depart from The Bahamas for the place named in the contract within twenty-eight days after the execution of such contract and no advances made to such worker shall be recoverable;
 - (c) that as long as the worker serves under the contract, the recruiter shall within five days after the end of every month of such service pay to the magistrate by whom the contract was attested or to his successor in office such sum, not exceeding four dollars, as the worker shall in the contract have expressly assigned to some relative or to some person dependent upon him;
 - (d) that within three days after the end of every month of service under the contract the recruiter shall pay or cause to be paid to the 5 of 1987, s. 2. worker at his usual place of labour such sum not exceeding four dollars as may be specified in any contract under the Act, clear of all deductions of any kind whatsoever, and that on the termination of the contract the recruiter shall pay to the worker within seven days after the return of the worker to The Bahamas the full balance of wages due him under the contract or due him in respect of any overtime work done by him free and clear of all deductions whatsoever:

5 of 1987, s. 2.

5 of 1987, s. 2.

Provided that all such balance of wages shall be paid to the worker in The Bahamas and shall be paid in currency of The Bahamas;

- (e) that the worker shall not be entitled to receive wages in respect of any period of absence from work, and shall in case such absence shall be caused by or be the result of sickness or accident, be entitled to free medical attendance, including drugs, medicine and surgical appliances and free board and lodging during the period of such absence:

Provided, that if such absence be the direct result of the worker's intemperance, immorality or wilful misconduct, such worker shall not be entitled to free medical attendance or to have any payments made on his behalf under the provisions of subparagraphs (c) and (d) of this regulation during the period of such absence;

- (f) that any difference arising between the parties executing the contract as to the sufficiency and quality of the board and lodging supplied to the worker or as to whether the absence of any worker from work was or was not the direct result of intemperance, immorality or wilful misconduct of such worker, or as to the terms of the contract such difference shall be referred to the nearest British Consular Officer, or any other person nominated by the British Minister of the place in which such difference shall arise, in case such place shall be a foreign country, and the decision of such consular officer shall be final and binding on all parties who have executed the contract;
- (g) that no assignment by the worker of the wages or any part of them to which he is entitled or to which he may become entitled under the contract or in respect of overtime, or any charge thereon, shall have any force or effect, unless the same shall be made solely for the purpose of collecting such wages, and every person authorized to collect such wages, shall be a trustee thereof and shall earmark the same immediately on the receipt thereof and such wages shall not be liable to any counterclaim or set-off by the person by whom the same are due;
- (h) that in the event of the death of the worker while the contract is still in force or on the termination thereof and before he shall have received the balance of wages due to him under the contract, or, in respect of the overtime, the balance of such wages free and clear of all deductions whatsoever save and except only in so far as such be permitted under these Regulations, shall be paid to the magistrate by whom such contract was attested or his successor in office for distribution by him to the dependants of the worker or other person or persons entitled thereto.

(2) The provisions of subparagraphs (d) and (g) of this regulation do not apply to stevedores.

Examination of worker prior to execution of contract.
5 of 1987, s. 2.

6. A recruiter shall not enter into contract with a worker unless such worker has previously been medically examined and passed as fit. The recruiter shall pay a sum not exceeding twenty cents for every such medical examination of a worker.

Recruiter to submit books of account to magistrate.

7. On the termination of the contract there shall be delivered by the recruiter to the magistrate by whom the contract was attested or to his successor in office a written statement of account verified by a declaration setting out the amount, together with details of time, place and items of every advance made to such worker. Such statement and account shall be delivered to such magistrate within sixty days after the expiration of the period above-mentioned.

Reward.

8. No recruiter shall demand or accept from a worker any payment as a reward for obtaining employment.

Register of attendance.

9. (1) Every recruiter shall furnish or cause to be furnished to each worker in his employment under written contract on the first day of the engagement an attendance register in the form set out in Schedule D to these Regulations.

Schedule D.

(2) Every worker shall be instructed by the recruiter to produce his attendance register at the time of his employment and at the time of the paying of the wages due on the completion of the contract, and it shall be the duty of the recruiter to indicate or cause to be indicated in such register every day on which the worker shall have worked.

SCHEDULE A (Regulation 2)

APPLICATION FORM

BAHAMA ISLANDS

Island.

I, hereby make application for a licence issuable under the Recruiting of Workers Act and Regulations thereunder, to recruit workers for employment outside The Bahamas.

Dated the day of 19

.....
Applicant.

SCHEDULE B (Regulation 2)

LICENCE

BAHAMA ISLANDS

Island.

1. A.B. of is hereby licensed to recruit workers in accordance with the provisions of the Recruiting of Workers Act and Regulations thereunder.

2. This licence expires on the day of 19.....

Dated the day of 19

.....
Licensing Officer

SCHEDULE C (Regulation 3)

CONTRACT

BAHAMA ISLANDS

Island.

MEMORANDUM OF AGREEMENT made this day of..... 19..... BETWEEN (hereinafter called “the Recruiter”) of the one part AND each of the parties whose names are set out in the first column of the Schedule below (hereinafter called “the Workers”) of the other part:

WHEREBY IT IS AGREED as follows:

1. The Workers, respectively, agree to serve the Recruiter at in the capacity set out in the second column of the said Schedule opposite their names for the period of to be computed from the day of 19.....

2. The Recruiter agrees to pay each worker wages at the rate set out in the third column of the said Schedule opposite their respective names, such wages to be paid:

(a).....

(b).....

3. It is hereby mutually agreed that the terms specified in Regulation 5 of the Recruiting of Workers Regulations and endorsed hereon should be terms of this Contract.

In WITNESS WHEREOF the
Recruiter has hereunto set his
hand and seal the day and year
first hereinbefore written.

.....
Recruiter

SCHEDULE

Name of Worker.	Capacity in which employed.	Rate of wages.	Amount of home allotment and name of relative or dependant (Reg. 5(1)(c).)	Amount of wages payable under Reg. 5(1)(d).	Signature or mark of worker.	Remarks and (where worker illiterate) attestation of magistrate.

Signed by the parties hereto in the presence of

Magistrate

ATTESTATION FORM

I hereby certify that the above contract was read over and explained to all the parties thereto who are illiterate in my presence and was entered into by them voluntarily and with full understanding of its meaning and effect.

..... Magistrate

- (a) State whether wages are to be paid daily, weekly, monthly or otherwise.
- (b) Set out the obligation, if any, of the recruiter with regard to supplying of rations, etc.

SCHEDULE D (Regulation 9)

ATTENDANCE REGISTER

No.
 Name
 Occupation
 Date of engagement
 Term of contract months from above date

Rate of wages per month

Rate of ration money per week

Name of recruiter.....

Month of

1	2	3	4	5	6	7	8	9
10	11	12	13	14	15	16	17	18
	19	20	21	22	23	24	25	26
27	28	29	30	31				