

# RUSSIAN MARITIME REGISTER OF SHIPPING



APPROVED

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**Guidelines**  
**on Implementation and Application of the Provisions of the Maritime Labour**  
**Convention, 2006**  
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## Annotation

As compared to the previous edition, the present Guidelines on Implementation and Application of the Provisions of the Maritime Labour Convention, 2006 contain the following amendments:

- 1) The requirements of amendments 2018 were taking into consideration: p. 6.5.4, 6.5.5, 6.6.5, 6.9.3.

## 1 Scope of application

- 1.1 The Guidelines on Implementation of the Provisions of the Maritime Labour Convention, 2006 (hereinafter referred to as “the Guidelines”) are intended for ILO inspectors involved in the conduct of inspections of ships to verify compliance with the Maritime Labour Convention, 2006 (hereinafter referred to as “Convention” or “MLC, 2006”), and for shipping companies’ representatives involved in the preparation for inspection of ships.

## 2 Normative references

- 2.1 When developing the Guidelines, the requirements of the following normative documents have been taken into consideration:
  - 1) Maritime Labour Convention, 2006 as amended;
  - 2) Guidelines for flag State inspections under the Maritime Labour Convention, 2006;
  - 3) IACS PR No.40 “Procedural Requirements for MLC, 2006 Certification”.

## 3 Terms. Definitions. Abbreviations

### 3.1 Terms and definitions

- 1) **Basic pay or wages** means the pay, however composed, for normal hours of work. It does not include payments for overtime worked, bonuses, allowances, paid leave or any other additional remuneration.
- 2) **Interim Maritime Labour Certificate** (hereinafter referred to as “the Interim Certificate” or “the Interim MLCt”) means the certificate (Form [8.5.4\(A\)](#)) issued by RS to a ship that complies with the requirements of paragraph 7, Standard A5.1.3 of the MLC, 2006. The period of validity of the Interim Certificate shall not exceed 6 months.
- 3) **Interim Statement of Compliance for Maritime Labour Convention** (hereinafter referred to as “the Interim Statement of Compliance”) means the document (Form [8.5.4-3\(A\)](#)) issued by RS to a ship that complies with the requirements of paragraph 7, Standard A5.1.3 of the MLC, 2006 provided that the MLC, 2006 has not come into force for the flag State. The Interim Statement of Compliance shall be issued only upon existence of the relevant instructions of the flag State and for the period up to the date of the MLC, 2006 entry into force. The period of validity of the Interim Statement of Compliance shall not exceed 6 months.
- 4) **Date of entry into force of the MLC, 2006** means the date starting from which the MLC, 2006 requirements may apply to ships specified in paragraph 1, Regulation 5.1.3 of the MLC, 2006.  
Note. The MLC, 2006 came into force on 20 August 2013 for the ILO member States that had ratified the MLC, 2006 by 20 August 2012. The MLC, 2006 shall come into force for any ILO member State 12 months after the date on which its ratification has been registered.
- 5) **Declaration of Maritime Labour Compliance** (hereinafter referred to as “the Declaration” or “the DMLC”) means a written declaration (documentary evidence) of the flag State’s competent authority (CA) and of the shipowner on the availability and fulfilment of the national requirements in accordance with paragraph 10, Standard A5.1.3 of the MLC, 2006.
- 6) **Allotment** means an arrangement whereby a proportion of seafarers’ earnings are regularly remitted, on their request, to their families or dependants or legal beneficiaries whilst the seafarers are at sea.
- 7) **Statement of Compliance for Maritime Labour Convention** (hereinafter referred to as “the Statement of Compliance”) means the document (Form [8.5.4-2\(A\)](#)) issued by RS to certify that the ship and the seafarers’ working and living conditions on board the ship are in compliance with the MLC, 2006 requirements provided that MLC, 2006 has not come into force for the flag State. The Statement of Compliance shall be issued only upon existence of the relevant instructions of the flag State and for the period up to the date of the MLC, 2006 entry into force. The Statement of Compliance is valid only when the DMLC is attached.
- 8) **Statement of Compliance of the Crew Accommodation** means the document (Form [8.5.3-4](#)) issued to the ship by RS to certify that the crew accommodation spaces on board the ship were verified for compliance with the requirements of Standard A3.1 of the MLC, 2006, or Conventions No. 92 and No. 133, or national legislation. The period of validity of the Statement is not specified.
- 9) **Complaint** means information alleging breaches of the requirements of the MLC, 2006, submitted by a seafarer, a professional body, an association, a trade union or, generally, any person with an interest in the safety of the ship, including an interest in safety or health hazards to seafarers on board (including seafarers’ rights).
- 10) **Crew accommodation spaces** means sleeping rooms, mess rooms, sanitary facilities, hospital accommodation and recreational facilities.

- 11) **Anniversary date** means the day and month of each year which will correspond to the date of expiry of the Maritime Labour Certificate.
- 12) **Person concerned** means any person who is legitimately on board the ship.
- 13) **Applicant** means the person who applies to RS with a request for ship inspection for compliance with the MLC, 2006 requirements (MLC inspection).
- 14) **Request** means an official application of the shipowner containing a request for MLC inspection.
- 15) **Interview** means a confidential, private conversation of the ILO inspector with the seafarer or legally capable person concerned about the implementation and application of the MLC, 2006 requirements on board the ship.
- 16) **Code** means Part A (mandatory Standards) and Part B (non-mandatory Guidelines).
- 17) **Competent authority (CA)** means the minister, government department or other authority having power to issue and enforce regulations, orders or other instructions having the force of law in respect of the subject matter of the provision concerned.
- 18) **Convention No. 92** means the Accommodation of Crews Convention (Revised), 1949.
- 19) **Convention No. 133** means the Accommodation of Crews (Supplementary Provisions) Convention, 1970.
- 20) **Consolidated wage** means a wage or salary which includes the basic pay and other pay-related benefits; a consolidated wage may include compensation for all overtime hours which are worked and all other pay-related benefits, or it may include only certain benefits in a partial consolidation.
- 21) **Corrective action** means the action taken to eliminate the causes of a identified deficiency or other undesirable situation. Corrective actions shall be taken to prevent the undesirable situations recurrence.
- 22) **International voyage** means a voyage from a country to a port outside such a country.
- 23) **Seafarer** means any person who is employed or engaged or works in any capacity on board the ship to which the MLC, 2006 applies, as defined by the national legislation.
- 24) **Observation** means a statement of fact made during the MLC inspection and substantiated by objective evidence that if not timely addressed may lead to a deficiency in the future unless preventive actions are taken. The observation may also be in the form of proposals for improving the existing situation.
- 25) **Deficiency** means an observed situation or an established fact of breach of the MLC, 2006 requirements substantiated by objective evidence.
- 26) **Objective evidence** means evidence-based information which is obtained by the ILO inspector during document review, visual observation, interviews with persons concerned, measurements, testing, etc.
- 27) **Mandatory standards and regulations** means international and national standards and regulations imposed by the competent authority and shipping industry organizations as mandatory ones.
- 28) **Inspection** means a process of verification by the competent authority (CA) or duly authorized recognized organization (RO) through the collection of objective evidence, to determine whether the seafarer working and living conditions onboard comply with the MLC, 2006 requirements listed in Appendix A5-I.
- 29) **Person responsible for ILO matters** means an authorized shipowner's representative responsible for the constant compliance with the MLC, 2006 requirements on board the shipowner's ships.
- 30) **RS office** means office premises with workplaces for employees of the RS Branch Office or RHO Location.
- 31) **Primary inspection** means a verification that the ship complies with the MLC, 2006 requirements in the following cases:
  - new ships on delivery;
  - ship changes flag; or,
  - shipowner assumes the responsibility for compliance with the MLC, 2006 requirements on board the ship which is new to that shipowner.
- 32) **Preventive action** means the action taken to eliminate the causes of potential deficiency or other potentially undesirable situation. Preventive actions shall be taken to prevent recurrence of undesirable situations.
- 33) **Recognized organization (RO)** means an organization that has been assessed by the Administration and, based on the assessment results, found to comply with the requirements of the Code for Recognized Organizations (RO Code) (IMO resolution MSC.349(92)) and authorized by the Administration to render statutory services and issue statutory certificates on behalf of the latter in the scope stipulated by the agreement between the Administration and the recognized organization.
- 34) **Hours of work** means time during which seafarers are required to do work on account of the ship.
- 35) **Overtime** means time worked in excess of the normal hours of work.
- 36) **Maritime Labour Certificate** (hereinafter referred to as "the Certificate" or "the MLCt") means the document (Form [8.5.3\(A\)](#)) issued to the ship by the Register or CA to certify that the ship and the seafarers' working and living conditions on board the ship are in compliance with the MLC, 2006 requirements. The MLCt is valid only when the DMLC is attached thereto.
- 37) **Certificate of Inspection of Crew Accommodation** means the document (Forms [8.5.3-4\(A\)](#)) issued to the ship by the Register or another classification society– IACS member , or CA of the flag State to certify the compliance with the requirements of Standard A3.1 of the MLC, 2006 or Conventions No. 92 and No. 133, or national legislation.

- 38) **Serious deficiency** means identifiable deficiency that constitutes a serious breach of the MLC, 2006 requirements, infringes seafarers' rights and social guarantees, and that represents a significant danger to seafarer's health, safety or security and requires immediate corrective action. A serious deficiency is a repeated breach of the MLC, 2006 requirements as well as shipowner's failure to perform effectively and systematically its duties in accordance with the MLC, 2006 requirements.
- 39) **Shipowner** means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with the MLC, 2006 requirements, regardless of whether any other organization or persons fulfil certain duties or responsibilities on behalf of the shipowner (refer to paragraph 1 j), Article II of the MLC, 2006).  
This definition means that the shipowner is the same person as the company as defined in the ISM Code unless otherwise specified by the flag State Administration.
- 40) **Substantial changes to the structure or equipment of the ship** means alteration that affects the size of crew accommodation, heating and ventilation, lighting, noise and vibration and other ambient factors, sanitary facilities and hospital accommodation, changing their characteristics or purpose.
- 41) **MLC, 2006 requirements** means, for the purpose of this document, mandatory provisions of Articles, Regulations and Standards of the MLC, 2006 with due regard to the national requirements embodying the relevant provisions of the MLC, 2006.
- 42) **ILO inspector** means a certified RS employee having experience in statutory inspections, who undergone theoretical and practical training in carrying out the MLC inspections, and authorized to conduct the MLC inspections.

### 3.2 Abbreviations

For the purpose of these Guidelines, the following abbreviations shall be used:

- 1) **DMLC** or **Declaration** – Declaration of Maritime Labour Compliance.
- 2) **RHO** – Head Office of the Russian Maritime Register of Shipping (Register Head Office).
- 3) **IMO** – International Maritime Organization.
- 4) **CA** – Competent authority.
- 5) **STCW** – International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended.
- 6) **SOLAS** – International Convention for the Safety of Life at Sea, 1974, as amended.
- 7) **MARPOL 73/78** – International Convention for Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto.
- 8) **ISM Code** – International Management Code for the Safe Operation of Ships and for Pollution Prevention.
- 9) **ILO** – International Labour Organization.
- 10) **CAP** – Corrective action plan.
- 11) **RO** – Recognized organization.
- 12) **RS** – Russian Maritime Register of Shipping.
- 13) **MLCt** or **Certificate** – Maritime Labour Certificate.
- 14) **Shipowner** – means the organization or any person as defined in paragraph 1 j), Article II of the MLC, 2006.
- 15) **Cold lay-up** means that a ship is taken out of service, moored in a secure location and all systems are shut down with minimum ongoing maintenance to prevent deterioration of the hull structure and machinery.
- 16) **FSC** – Flag State Control.
- 17) **PSC** – Port State Control.

## 4 Introduction

### 4.1 MLC, 2006 development

- 4.1.1 The MLC, 2006 was adopted at the 94th session of the General Conference of the International Labour Organization (ILO) on 23 February 2006 and came into force on 20 August 2013 — one year after the date on which there have been registered ratifications by at least 30 ILO member States with a total share in the world gross tonnage of ships of 33 per cent.  
Representatives of ILO member States, representatives of shipowners and seafarers were involved in the development of the MLC, 2006. The MLC, 2006 was aimed to achieve two objectives:
- 1) provision of equal conditions for fair competition for all shipowners;
  - 2) provision of decent conditions of work for 1,2 million seafarers around the world.
- 4.1.2 All parties participating in the MLC, 2006 development and adoption have demonstrated their commitment to protect the seafarers' rights and readiness to implement the MLC, 2006 requirements.

The MLC, 2006 has revised and included the requirements of 36 Conventions, one Protocol and more than 30 ILO Recommendations, and has become the fourth pillar in the international maritime regulation together with the key IMO Conventions: SOLAS, MARPOL and STCW.

## 4.2 MLC, 2006 specific features

- 4.2.1. Since the MLC, 2006 was developed by ILO by means of legal techniques used by IMO in the law-making process, the MLC, 2006 differs from all conventions adopted by ILO previously and has a number of Articles aimed at facilitating the MLC, 2006 ratification by ILO member States with different level of economic development, strengthening of control over the implementation of maritime labour standards, simplification of the amending procedure, and improvement of the law enforcement activity in general.
- 4.2.2. In order to enhance the possibilities for the MLC, 2006 ratification by ILO member States with low level of economic development, the MLC, 2006 ensures flexibility in implementation of its provisions. There are two main areas for flexibility in implementation:
- 1) the possibility for a Member which has ratified the MLC, 2006, where necessary, to give effect to the detailed requirements of Part A of the Code of the Maritime Labour Convention (hereinafter referred to as "the Code") through substantial equivalence governed by the national legislation and not in strict compliance with the MLC, 2006;
  - 2) formulating the mandatory requirements in Part A in a more general way, thus reserving the right for the Members as to the precise action to be provided for at the national level of legislation.
- 4.2.3. It is necessary to note that the MLC, 2006 implementation through national regulations, collective bargaining agreements or other measures is provided by Article IV and shall be mandatory. The Convention specifies the minimum requirements for maritime labour. National requirements shall not be less than those of the MLC, 2006.
- 4.2.4. Article V of the MLC, 2006 contains the so-called clause that ships the States of which have not ratified the MLC, 2006 do not receive more favourable treatment in foreign ports. Based on this regulation, the port States shall inspect and require compliance with the MLC, 2006 standards in all ships even if the flag State of the ship has not assumed the responsibility for implementation of the MLC, 2006 requirements. This clause is aimed to encourage the States that have not ratified the MLC, 2006 to ratification extending the list of ratifications.

## 4.3 MLC, 2006 structure

- 4.3.1 When developing the MLC, 2006 structure, the ILO used the "STCW principle" that makes it easier to perceive structured information and to introduce amendments to the text. The MLC, 2006 comprises three different but related parts: the Articles, the Regulations and the Code.
- 4.3.2 The Articles and Regulations set out the core rights and principles and the basic obligations of Members which have ratified the MLC, 2006. The Articles and Regulations can only be changed by the Conference in the framework of article 19 of the Constitution of the International Labour Organization (refer to Article XIV of the MLC, 2006).
- 4.3.3 The Code contains the details for the implementation of Regulations. It comprises Part A (mandatory Standards) and Part B (non-mandatory Guidelines). The Code can be amended through the simplified procedure set out in Article XV of the MLC, 2006. Since the Code relates to detailed implementation, amendments to it shall be made within the general scope of the Articles and Regulations. Amendments to the Code shall be approved at the meetings of the Special Tripartite Committee and then at the Conference. An amendment approved at the Conference shall be deemed to have been accepted.
- 4.3.4 The Regulations and the Code are organized into general areas under five Titles:
- Title 1. Minimum requirements for seafarers to work on a ship;
  - Title 2. Conditions of employment;
  - Title 3. Accommodation, recreational facilities, food and catering;
  - Title 4. Health protection, medical care, welfare and social security protection;
  - Title 5. Compliance and enforcement.

Each Title contains groups of provisions relating to a particular right or principle and also enforcement measure for implementation of conventional requirements in Title 5, with connected numbering. The first group in Title 1, for example, consists of Regulation 1.1, Standard A1.1 and Guideline B1.1, relating to minimum age.

#### 4.4 MLC, 2006 scope of application

- 4.4.1 The MLC, 2006 applies to all seafarers, i.e. persons who work in any capacity on board a ship. Taking into account complex structure of maritime transport, existence of passenger ships and special purpose ships, the resolutions adopted together with the MLC, 2006 establish criteria that could be considered by the Members when designating a particular category of persons working on board as seafarers. For this purpose, the Members shall take account of the following: the duration of a person's stay on board, the frequency of periods of work spent on board; the location of a person's principal place of work; the nature of a person's work on board. These criteria shall be used to determine the status of such specific categories of persons on board ships as: actors, musicians, photographers, hairdressers, doctors, entertainers on board a cruise ship; scientists, laboratory assistants, etc. on board a research ship; supercargo, stockpersons accompanying live animals and livestock on sea voyages.
- 4.4.2 The MLC, 2006 applies to all ships engaged in commercial activities, other than ships engaged in fishing, warships or ships of traditional build. In addition, the definition of the term "ship" given in the text of the MLC, 2006 indicates that the provisions of the MLC, 2006 and, therefore, this instrument shall not apply to ships navigating exclusively in inland waters or waters within, or closely adjacent to, sheltered waters or areas where port regulations apply.
- 4.4.3 The issues relating to the definition who is determined to be a seafarer and to which ships the MLC, 2006 applies, are within the competence of the flag State. Such a decision shall be formulated by the flag State in its national legislation after a consultation with the shipowners' and seafarers' representatives concerned, and thereafter the competent authority shall report about it to the Director-General of the International Labour Office.

#### 4.5 Shipowner

- 4.5.1 Pursuant to the MLC, 2006 a shipowner means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner or another organization or another person and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with the MLC, 2006 regardless of whether any other organization or persons fulfil certain duties or responsibilities on behalf of the shipowner.
- Based on the definition, in order to become a shipowner with regard to the MLC, 2006, a person shall do the following:
- 1) assume the responsibility for the operation of a ship, and
  - 2) agree to take over all the duties and responsibilities imposed on shipowners in accordance with the MLC, 2006.
- 4.5.2 Pursuant to the ISM Code, a company means the owner of the ship or any other organization or person such as the manager, or the bareboat charterer, who has assumed the responsibility for the operation of the ship from the shipowner and who on assuming such responsibility, has agreed to take over the duties and responsibilities imposed by the ISM Code.
- 4.5.3 It is obvious that these definitions are identical and specify the requirement to the person to assume the responsibility for the operation of the ship. In view of this, it is possible to conclude that with regard to the same ship, only one person can be a shipowner as per the MLC, 2006 and a company as per the ISM Code. This approach is recognized by nearly all flag States.
- 4.5.4 Pursuant to IMO resolution A.1047(27), the Minimum Safe Manning Document contains the name of the operating company. Cases when with regard to the same ship the shipowner as per the MLC, 2006 and the company as per the ISM Code may be different entities, shall be allowed only by permission of the competent authority of the flag State (Liberia).

### 5 Scope of certification and inspection

- 5.1 The MLC, 2006 establishes areas that are subject to certification and port State control inspection (PSC inspection):
- 1) minimum age;
  - 2) medical certification;
  - 3) qualification of seafarers;
  - 4) seafarers' employment agreements;
  - 5) use of any licensed or certified or regulated private recruitment and placement service;
  - 6) hours of work or rest;
  - 7) manning levels for the ship;
  - 8) accommodation;

- 9) on-board recreational facilities;
  - 10) food and catering;
  - 11) health and safety and accident prevention;
  - 12) on-board medical care;
  - 13) on-board complaint procedures;
  - 14) payment of wages;
  - 15) financial security for repatriation;
  - 16) financial security relating to shipowners' liability.
- 5.2 The following matters shall not be subject to PSC inspection and shall not be subject to inspection on board:
- 1) entitlement to leave;
  - 2) repatriation;
  - 3) seafarer compensation for the ship's loss or foundering;
  - 4) career and skill development and opportunities for seafarers' employment;
  - 5) shipowners' liability;
  - 6) access to shore-based welfare facilities.
- Monitoring and implementation of these areas shall remain with the flag State.

## **6 Scope of inspection**

### **6.1 Standard A1.1 — Minimum age**

- 6.1.1 This standard is aimed at observance of regulations prohibiting child labour in maritime industry to eliminate the violation of fundamental rights of children. This means that such hard labour as work on board a ship would adversely affect a child's health and interfere with its personal development. Although the MLC, 2006 sets 16 years as the minimum age for work on board a ship, the national legislation may require a higher minimum age.
- In this case, the shipowner shall prove to the ILO inspector the fact that all seafarers who work on board its ship are not younger than the minimum age as determined under national legislation or the MLC, 2006 / no underage seafarers as determined under national legislation or the MLC, 2006 work on its ship.
- 6.1.2 Night work of seafarers under the age of 18 shall be prohibited, as well as all types of work where the work is likely to jeopardize the health and safety of young seafarers.
- There shall be a normative document defining a period of "night" in accordance with national law and practice. In any case, this period shall cover at least nine hours starting no later than midnight and ending no earlier than 5 a.m. This definition of "night" on board a ship may refer only to seafarers under the age of 18.
- Nevertheless, if such seafarers need particular training at night, the competent authority, after consultation with shipowners' and seafarers' organizations concerned (social partners), may give their permission to work at night for seafarers under the age of 18.
- 6.1.3 To prove the fact of compliance with the provisions of MLC, 2006, the shipowner shall submit at least the following documents to the ILO inspector:
- 1) Part I of DMLC duly certified;
  - 2) Part II of DMLC signed by the shipowner;
  - 3) applicable national law officially published;
  - 4) crew list;
  - 5) identification documents of seafarers (a passport, an identification card, etc.);
  - 6) watch schedule and schedule of hours of work in which seafarers under the age of 18 are engaged;
  - 7) functional duties;
  - 8) seafarers' employment agreement;
  - 9) permit-to-work log;
  - 10) recognized training programme for seafarers under the age of 18.
- 6.1.4 Examples of deficiencies:
- 1) seafarers under the age of 18 are engaged in work at night (in case these works are not a part of the training programme);
  - 2) period of "night" on board is defined differently from the national legislation.
- 6.1.5 Examples of serious deficiencies:
- 1) seafarers under the age of 16 work on board the ship;
  - 2) seafarers under the age of 18 are engaged in work which is likely to jeopardize their safety and health.

### **6.2 Standard A1.2 — Medical certificate**

- 6.2.1. Only medically fit seafarers shall work on board a ship. The shipowner shall be directly responsible for the fact where seafarers, who have not undergone medical examination, work on board ship. The availability of a

medical certificate issued to a seafarer is not a sufficient evidence that the requirements of the MLC, 2006 are complied with. There are several conditions to be met.

6.2.2. The shipowner shall prove the fact that:

- 1) this medical certificate is issued by a duly qualified medical practitioner;
- 2) medical certificate attests that seafarers are medically fit to perform the duties they are to carry out at sea;
- 3) medical certificate solely concerning eyesight of a seafarer, is issued by a person recognized by the competent authority as qualified to issue such a certificate;
- 4) medical certificate is valid and its period of validity does not exceed two years except for seafarers under 18, in which case the maximum period of validity is one year;
- 5) colour vision certificate is valid for a maximum period of six years.
- 6) medical certificates for seafarers working on ships engaged on international voyages are provided in English;
- 7) in cases covered by the provisions of the MLC, 2006 regarding the period of validity of the certificate, the seafarer concerned holds a permission from the competent authority with a period of validity not exceeding three months.

6.2.3. The competent authority, medical practitioners, examiners, shipowners, seafarers' representatives and all other persons concerned with the conduct of medical fitness examinations of seafarer candidates and serving seafarers shall follow the ILO/WHO Guidelines for Conducting Pre-sea and Periodic Medical Fitness Examinations for Seafarers, including any subsequent versions, and any other applicable international guidelines published by the International Labour Organization, the International Maritime Organization or the World Health Organization.

6.2.4. To prove compliance with this Standard of the MLC, 2006, the shipowner may submit the following documents to the ILO inspector:

- 1) crew list;
- 2) all seafarers' medical certificates of due form attesting that they are medically fit to perform the duties they are to carry out at sea;
- 3) list of medical practitioners or other documents attesting the implementation of this Standard under the national legislation (approved by the competent authority list of medical institutions entitled to undertake medical examination procedures) having due regard to seafarers of all nationalities on board ship.
- 4) list of medical practitioners duly authorized by the competent authority who may issue certificates solely concerning eyesight having due regard to seafarers of all nationalities on board ship;
- 5) seafarers' identity documents when required by the ILO inspector;
- 6) documented permission and dispensation from the competent authority, where necessary;
- 7) relevant procedures in compliance with the ISM Code requirements.

The lists of medical practitioners, if possible, may be referred to on the official site of the competent authority.

6.2.5. Examples of deficiencies:

- 1) no valid colour vision certificate, where appropriate, is available;
- 2) seafarer's medical certificate is not in the English language on a ship engaged in international voyages.

6.2.6. Examples of serious deficiencies:

- 1) recurrent absence of a valid medical certificate attesting fitness of a seafarer for his or her duties on board ship;
- 2) no permission from the competent authority for using a medical certificate with expired validity is available;
- 3) a seafarer is in no possession of a medical certificate.

### **6.3 Regulation 1.3 — Training and qualifications**

6.3.1 In accordance with this Regulation, the shipowner is responsible for manning ships with seafarers qualified to carry out their duties on board ship. The training of seafarers include two types: their training to carry out their duties on board ship and training related to the matters of their personal safety on board ship. Requirements for training and qualifications under the MLC, 2006 correspond with the provisions of the STCW.

6.3.2 To prove compliance with the requirements of this Regulation of the MLC, 2006, the shipowner shall submit the following documents to the ILO inspector:

- 1) crew list;
- 2) Minimum Safe Manning Document;
- 3) documents (certificates) attesting that seafarers are trained to carry out their duties on board ship, and their qualifications are in accordance with the Minimum Safe Manning Document;
- 4) documents attesting that seafarers have successfully completed training for personal safety on board ship;
- 5) endorsements of flag State Administration to documents;
- 6) dispensation / from the competent authority, where appropriate;
- 7) relevant procedures in accordance with the ISM Code requirements;
- 8) literature, documents on personal safety training to be accessible for seafarers on board ship.



6.3.3 Examples of deficiencies:  
 1) documents attesting the seafarer's qualifications are not in compliance with the national requirements of the flag State.

6.3.4 Examples of serious deficiencies:  
 1) no documented evidence available to indicate that seafarers working on board ship have successfully completed personal safety training;  
 2) documents attesting the seafarer's qualifications have expired;  
 3) seafarers are in no possession of diplomas and certificates attesting that they are trained or certified or otherwise qualified to perform required duties on board ship.

**6.4 Standard A1.4 — Recruitment and placement**

6.4.1 One shall distinguish between placement and recruitment, which are different legal regimes, and therefore regulated in the society in a different manner.

Placement is a system of arrangements effected by state authorities, public organizations, as well as by those specialized in rendering this service with the purpose to assist the shipowner in recruitment, assignment and employment of applicants in accordance with their vocational aptitude, and skills, training, education, and public needs.

Recruitment is a number of actions for attracting candidates with capabilities necessary for reaching purposes of the organization. This is a complex of organizational arrangements including all stages of recruitment, as well as evaluation, selection and employment of candidates.

6.4.2 This Standard of the MLC, 2006 aims to ensure that the seafarers' rights are not violated in gaining the employment for which they are qualified. Violations can be in the form of charging, directly or indirectly, fees from seafarers for recruitment and placement services, or in the form of discrimination on various grounds, including gender. The shipowner shall prove the absence of such breaches in seafarer recruitment and placement services (manning agencies) whose services it uses.

The scope of evidence to be presented shall depend on the seafarer recruitment and placement service (manning agency) jurisdiction in relation to the flag State requirements.

6.4.3 There is a number of variants for seafarers recruitment and placement services:

- 1) direct engagement — seafarers are recruited and engaged by the shipowner. In this case, no evidence other than existence of a department within the shipowner's structure, is necessary;
- 2) seafarers are recruited and engaged through a public seafarer recruitment and placement service which is either in the territory of the flag State or in the territory of the Member which has ratified the MLC, 2006. In this case, no evidence, except documents regulating legal organizational form of the public service, is necessary;
- 3) seafarers are recruited and engaged through a private seafarer recruitment and placement service or a service operated by a seafarers' organization in the territory of the Member which has ratified the MLC, 2006. In this case, the shipowner shall provide documentary evidence confirming that the service concerned is operating in accordance with the national legislation, and is properly licensed or certified;
- 4) seafarers are recruited and engaged through a private seafarer recruitment and placement service operating in the territory of another Member which has ratified the MLC, 2006. In this case, the shipowner shall submit a license or a certificate to prove the legitimacy of the service.
- 5) seafarers are recruited and engaged through a seafarer recruitment and placement service based in the territory of a Member which has not ratified the MLC, 2006. In this case, the burden of proof that the service renders services of adequate quality meeting the requirements of the MLC, 2006 shall be on the shipowner. The evidence may include copies of the license, checklists against the MLC requirements filled in by the recognized organization, documents confirming RO audit of a recruitment and placement service, etc.

6.4.4 Seafarer recruitment and placement services shall address the following matters:

- 1) medical examinations, seafarers' identity documents and such other items as may be required for the seafarer to gain employment;
- 2) maintaining, with due regard to the right to privacy and the need to protect confidentiality, full and complete records of the seafarers covered by their recruitment and placement system, which shall include but not be limited to:
  - seafarers' qualifications;
  - record of employment;
  - personal data relevant to employment;
  - medical data relevant to employment;
- 3) maintaining up-to-date lists of the ships for which the seafarer recruitment and placement services provide seafarers and ensuring that there is a means by which the services can be contacted in an emergency at all hours;

- 4) procedures to ensure that seafarers are not subject to exploitation by the seafarer recruitment and placement services or their personnel with regard to the offer of engagement on particular ships or by particular companies;
- 5) procedures to prevent the opportunities for exploitation of seafarers arising from the issue of joining advances or any other financial transaction between the shipowner and seafarers which are handled by the seafarer recruitment and placement services;
- 6) clearly publicizing costs, if any, which the seafarer will be expected to bear in the recruitment process;
- 7) ensuring that seafarers are advised of any particular conditions applicable to the job for which they are to be engaged and of the particular shipowner's policies relating to their employment;
- 8) procedures which are in accordance with the principles of natural justice for dealing with cases of incompetence or indiscipline consistent with national laws and practice and, where applicable, with collective bargaining agreements;
- 9) procedures to ensure, as far as practicable, that all mandatory certificates and documents submitted for employment are up to date and have not been fraudulently obtained and that employment references are verified;
- 10) procedures to ensure that requests for information or advice by families of seafarers while the seafarers are at sea are dealt with promptly and sympathetically and at no cost;
- 11) verifying that labour conditions on ships where seafarers are placed are in conformity with applicable collective bargaining agreements concluded between a shipowner and a representative seafarers' organization and, as a matter of policy, supplying seafarers only to shipowners that offer terms and conditions of employment to seafarers which comply with applicable laws or regulations or collective agreements.

6.4.5 To prove compliance with this Standard of the MLC, 2006, the shipowner shall submit the following documents to the ILO inspector confirming that:

- 1) seafarer recruitment and placement services which are used by the shipowner are licensed or certified in compliance with the requirements of national legislation;
- 2) documents or other information allowing the ILO inspector to reliably determine the process of recruitment and placement on board ship;
- 3) in case the seafarer is recruited and engaged through a public seafarer recruitment and placement service operating in the territory of the flag State or in the territory of the Member which has ratified the MLC, 2006, only legal organizational form of the service shall be confirmed;
- 4) in case the seafarer is recruited and engaged through a private seafarer recruitment and placement service operating in the territory of the flag State, a copy of the license or certificate for the operation of private service shall be submitted in accordance with the national legislation which confirm that the services are operating in compliance with the provisions of the MLC, 2006;
- 5) in case the seafarer is recruited and engaged through a private seafarer recruitment and placement service operating in the territory of the Member which has ratified the MLC, 2006, a copy of the relevant license or certificate shall be submitted;
- 6) in case the seafarer is recruited and engaged directly by the shipowner, it shall be confirmed by the seafarer's employment agreement;
- 7) in case the seafarer is recruited and engaged through a seafarer recruitment and placement service based in the territory of the Member which has not ratified the MLC, 2006, the shipowner shall, as far as practicable, prove that the service is operated consistently with the MLC, 2006. The evidence may include licenses, certificates, checklists against the MLC requirements and an RO audit of the service, and other evidence.

6.4.6 Examples of deficiencies:

- 1) no objective evidence available to indicate that the seafarer recruitment and placement service is operated in accordance with the MLC, 2006;
- 2) no copy of the license or certificate of a private seafarer recruitment and placement service confirming its compliance with the MLC, 2006 is available.

6.4.7 Examples of serious deficiencies:

- 1) facts of charging, directly or indirectly, fees from seafarers for recruitment and placement services.

### **6.5 Standard A2.1 — Seafarers' employment agreements**

6.5.1 Employment agreement means a legal act — agreement between the employee and employer in accordance with which the shipowner undertakes to ensure the seafarer with the work in pursuance of the labour duties, duly pay his/her wages in full and provide the seafarer with decent working conditions as required by the MLC, 2006, national labour laws or regulations containing labour standards, collective bargaining agreement, contracts and other enactments and local regulatory legal acts, as well as the present agreement, while the seafarer undertakes to perform his/her work on certain specialty, qualification or position in compliance with shipboard working arrangements existing at the employer concerned. In addition, the shipowner acting as an

- employer cannot without the consent of the employee (except special cases provided by the law) entrust him/her to perform work not stipulated by the seafarers' employment agreement.
- 6.5.2 Each seafarer shall have a written employment agreement concluded with the shipowner. The peculiarity of the seafarers' employment agreement is its stability associated with certainty of the content of labor function, place of its fulfillment and other conditions of the employment agreement.  
The shipowner shall conclude the employment agreement with the seafarer so that the applicant had enough time to examine the document and receive necessary consultations on this matter.
- 6.5.3 The content of the seafarers' employment agreement is determined not only by the provisions of the MLC, 2006 but also by national legislation, as well as by the mutual consent between the employee and employer on the conditions of the employment agreement. The minimum content of the employment agreement, its substantial provisions shall be established by the national legislation and shall not be in contradiction with the provisions established by the MLC, 2006.
- 6.5.4 In accordance with the 2018 amendments a seafarer's employment agreement (SEA) shall continue to have effect for the whole period during which a seafarer is held captive on or off a ship in the event of and as a result of acts of piracy or armed robbery against ships. The SEA will be deemed to have full effect regardless of whether the expiration date of the contract has passed or either party has given notice to suspend or terminate it.
- 6.5.5 The above amendments shall be implemented in accordance with the instructions of the competent authority of the flag State and may be reflected in both the seafarer's employment agreement and the collective bargaining agreement. During the transitional period, an additional agreement may be signed.
- 6.5.6 Generally, apart from those specified in Standard A2.1, the following articles are set forth in the seafarers' employment agreement:
- 1) place and indication of the structural division where the seafarer is employed;
  - 2) employment commencement date;
  - 3) rights and duties of the seafarer and shipowner including observance of occupational safety and health requirements;
  - 4) conditions of remuneration including wage rates or official salary, additional payments and allowances, bonuses or the formula for calculating wages;
  - 5) schedule of hours of work and hours of rest per day, per week, per month, annual leave duration;
  - 6) conditions of upgrading;
  - 7) free medical care, social security, medical and social insurance;
  - 8) any other particulars which national legislation may require.
- 6.5.7 In case the shipowner's representative signs the seafarers' employment agreement, the agreement shall contain information about the employer's / the representative who has signed the seafarers' employment agreement and the reason whereby he/she is given appropriate authority.
- 6.5.8 Where the concluded seafarers' employment agreement contains no particulars or conditions among those prescribed by the MLC, 2006 or national legislation, it shall not be the ground to consider the employment agreement as uncompleted or terminated. In this case the employment agreement shall be supplemented by missing particulars and conditions, the missing particulars are recorded directly in the text of the employment agreement and the missing conditions are determined in the Annex to the employment agreement or in a separate agreement between the parties concluded in writing which shall be an integral part of the employment agreement.
- 6.5.9 Thus, the set of conditions defining mutual rights and obligations of the parties constitute the content of the seafarers' employment agreement. These include the conditions established both by the parties and by laws and other labour normative legal acts.  
In addition to the seafarers' employment agreement, the seafarer shall have a document containing a record of employment on board ships. The form of this document shall be determined by the flag State. The document shall not contain any statement as to the quality of the seafarers' work or as to their wages. The document shall have a translation into English so as to facilitate the acquisition of further work and promotion by the seafarer.  
Where the seafarers' employment agreement contains references to the collective bargaining agreement, a copy of this agreement accompanied with a certified translation into English shall be also carried on board ship.
- 6.5.10 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the ILO inspector that:
- 1) seafarers' employment agreements have been translated into English or there is a standard form of the agreement in English;
  - 2) where a collective bargaining agreement forms all or part of the seafarers' employment agreement, the agreement shall be on board the ship with relevant provisions in English;
  - 3) period of validity of the seafarers' employment agreement has not expired;

- 4) seafarers' employment agreement contains all necessary essential conditions established by the provisions of the MLC, 2006 and national legislation.
- 6.5.11 Examples of deficiencies:
- 1) seafarers' employment agreement does not contain essential conditions listed in Standard A2.1 and taking account of national legislation;
  - 2) seafarers' employment agreement is signed not by the shipowner;
  - 3) provisions of the seafarers' employment agreement are not consistent with national legislation;
  - 4) there is no system or provisions for seafarers to have their employment recorded;
  - 5) seafarers are not given a record of their employment on the ship on completion of engagement;
  - 6) collective bargaining agreement that forms all or part of the seafarers' employment agreement is either not on board or, if on board, not in English on a ship that engages in international voyages.

- 6.5.12 Examples of serious deficiencies:
- 1) seafarers' are not in possession of a copy of the employment agreement or similar contract;
  - 2) seafarers' employment agreement contains terms and conditions that violate seafarers' rights;
  - 3) a seafarer without a seafarers' employment agreement is working on the ship or standard form of the seafarers' employment agreement does not contain translation into English.

## **6.6 Standard A2.2 — Wages**

- 6.6.1 The shipowner is obliged to ensure that seafarers are paid for their work regularly and in full in accordance with their employment agreements, national legislation and the MLC, 2006 requirements. In addition to national legislation, the shipowner shall also take into account the provisions of the collective bargaining agreement, if any. In addition to wages, the shipowner shall provide compensations for overtime or for work performed on the weekly day of rest and on public holidays.

- 6.6.2 In this regard, the calculations are as follows:

- 6.6.2.1 For seafarers whose remuneration includes separate compensation for overtime worked:

- 1) for the purpose of calculating wages, the normal hours of work at sea and in port shall not exceed eight hours per day;
- 2) for the purpose of calculating overtime, the number of normal hours per week covered by the basic pay or wages shall not exceed 48 hours per week. Collective bargaining agreements may provide for a different but not less favourable treatment;
- 3) the rate or rates of compensation for overtime, which shall be not less than one and one-quarter times the basic pay or wages per hour, shall be prescribed by national laws or regulations or by collective bargaining agreements, if applicable;
- 4) records of all overtime worked shall be maintained by the master, or a person assigned by the master, and endorsed by the seafarer at no greater than monthly intervals.

- 6.6.2.2 For seafarers whose wages are fully or partially consolidated:

- 1) The seafarers' employment agreement shall specify clearly, where appropriate, the number of hours of work expected of the seafarer in return for this remuneration, and any additional allowances which might be due in addition to the consolidated wage, and in which circumstances;
- 2) Where hourly overtime is payable for hours worked in excess of those covered by the consolidated wage, the hourly rate shall be not less than one and one-quarter times the basic rate corresponding to the normal hours of work ; the same principle shall be applied to the overtime hours included in the consolidated wage.
- 3) Remuneration for that portion of the fully or partially consolidated wage representing the normal hours of work shall be no less than the applicable minimum wage.
- 4) For seafarers whose wages are partially consolidated, records of all overtime worked shall be maintained by the master, or a person assigned by the master, and endorsed by the seafarer at no greater than monthly intervals.

The shipowner may provide for compensation for overtime or for work performed on the weekly day of rest and on public holidays by at least equivalent time off duty and off the ship or additional leave in lieu of remuneration or any other compensation so provided, unless this is contrary to national legislation.

- 6.6.3 The shipowner shall take into account the following:

- 1) equal remuneration for work of equal value shall apply to all seafarers employed on the same ship without discrimination based upon race, colour, sex, religion, political opinion, national extraction or social origin;
- 2) the seafarers' employment agreement specifying the applicable wages or wage rates shall be carried on board the ship; information on the amount of wages or wage rates shall be made available to each seafarer, either by providing at least one signed copy of the relevant information to the seafarer in a language which the seafarer understands, or by posting a copy of the agreement in a place accessible to seafarers or by some other appropriate means;

- 3) Wages shall be paid in legal tender; where appropriate, they may be paid by bank transfer, bank cheque, postal cheque or money order.
  - 4) On termination of engagement, all remuneration due shall be paid without undue delay.
  - 5) Wages shall be paid directly to seafarers' designated bank accounts unless they request otherwise in writing.
  - 6) The shipowner shall impose no limit on seafarers' freedom to dispose of their remuneration.
  - 7) Deduction from remuneration shall be permitted only if there is an express provision in national laws or regulations or in the applicable collective bargaining agreement and the seafarer has been informed, in the manner deemed most appropriate by the competent authority, of the conditions for such deductions.
  - 8) deductions do not in total exceed the limit that may have been established by national laws or regulations or collective bargaining agreements or court decisions for making such deductions;
  - 9) No deductions shall be made from a seafarer's remuneration in respect of obtaining or retaining employment.
- 6.6.4 Monetary fines against seafarers other than those authorized by national laws or regulations, collective bargaining agreements or other measures shall be prohibited.
- 6.6.5 In accordance with amendments 2018, where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers' employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations
- 6.6.6 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the ILO inspector that:
- 1) amount of payments of seafarers' wages corresponds to the amount indicated in the seafarer's employment agreement, and is not less than the amount provided by the collective bargaining agreement or determined by the flag State;
  - 2) wages are paid regularly in cash or transmitted directly to seafarers' designated bank accounts at no greater than monthly intervals or in accordance with national legislation.
  - 3) no complaints have been received from seafarers with respect to payments of wages;
  - 4) no unlawful deductions from seafarers' wages in respect of obtaining employment, monetary fines unless provided by national legislation.
- 6.6.8 Examples of deficiencies:
- 1) seafarer is not paid regularly (at least monthly) and in full in accordance with the seafarer's employment agreement or collective bargaining agreement;
  - 2) seafarer is not given a monthly account (such as a wage slip) of wage;
  - 3) allotments are not being paid or are not being paid in accordance with the seafarer's instructions.
- 6.6.9 Examples of serious deficiencies:
- 1) more than one set of wage accounts is in use.;
  - 2) existence of facts of falsification of calculation and payment of seafarers' wages .
  - 3) non-payment of wages within two and more prescribed periods;
  - 4) repeated breach of the wage payment terms.

### **6.7 Standard A2.3 — Hours of work and hours of rest**

- 6.7.1 The hours of work or hours of rest, for seafarers shall be established by the shipowner in compliance with national legislation. This shall be done both with regard to the number of seafarers employed on board and the area of navigation so as to ensure the seafarers' rights and to prevent seafarers' fatigue. There shall be / an approved standardized table of shipboard working arrangements setting out the national requirements for maximum hours of work or the minimum hours of rest and the schedule for service at sea and in port, posted in an easily accessible place on the ship. A table of working arrangements or schedule shall be in the working language or language of the ship and in English.  
The normal working hours' standard, generally, shall be based on an eight-hour day with one day of rest per week and rest on public holidays.
- 6.7.2 Records of the seafarers' daily hours of work or of their daily hours of rest, shall be maintained on board the ship in the form of a schedule of hours of work or hours of rest and watch schedule.  
In respect to the national legislation, the limits on hours of work or rest shall be as follows:
- 1) maximum hours of work shall not exceed:
    - 14 hours in any 24-hour period; and
    - 72 hours in any seven-day period; or
  - 2) minimum hours of rest shall not be less than:
    - ten hours in any 24-hour period; and
    - 77 hours in any seven-day period.

Hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length, and the interval between the consecutive periods of rest shall not exceed 14 hours.

Musters, fire-fighting and lifeboat drills, and drills prescribed by national legislation and by international instruments, shall be conducted beyond working hours in a manner that minimizes the disturbance of rest periods and does not induce fatigue.

6.7.3 At sea and in port the following provisions shall apply to all young seafarers under the age of 18:

- 1) working hours shall not exceed eight hours per day and 40 hours per week and overtime shall be worked only where unavoidable for safety reasons;
- 2) Sufficient time shall be allowed for all meals, and a break of at least one hour for the main meal of the day shall be assured.
- 3) A 15-minute rest period as soon as possible following each two hours of continuous work shall be allowed.

6.7.4 Exceptionally, the above provisions need not be applied if:

- 1) they are impracticable for young seafarers in the deck, engine room and catering departments assigned to watchkeeping duties or working on a rostered shift-work system;
- 2) Effective training of young seafarers in accordance with established programmes and schedules would be impaired.

Such exceptional situations shall be recorded, with reasons, and signed by the master.

All stated provisions do not exempt young seafarers from the general obligation on all seafarers to work during any emergency.

6.7.5 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the ILO inspector that:

- 1) records of seafarers' hours of work are maintained both in the working language(s) of the ship and in English for each seafarer's position in accordance with the working arrangements, and indicate the hours of work or hours rest ;
- 2) records in the deck and engine room logbooks correspond to the records of seafarers' hours of work;
- 3) schedule of hours of work and hours of rest is in compliance with the national legislation;
- 4) there are no facts of seafarers' fatigue showing symptoms such as lack of concentration, irrelevant and inconsistent replies to questions, yawning and slow reaction times, etc.

6.7.6 Examples of deficiencies:

- 1) there are no approved table of shipboard working arrangements posted in an easily accessible place to all seafarers on the ship;
- 2) records of work or rest are not available or not updated;
- 3) records of work or rest are not in the working language(s) of the ship and not in English.

6.7.7 Examples of serious deficiencies:

- 1) hours of work on board ship exceed the limits established by the national legislation;
- 2) hours of rest of seafarers are less than the limits established by the national legislation;

## **6.8 Standard A2.4 — Entitlement to leave**

6.8.1 Every seafarer is entitled to annual leave with pay. Calculation of leave entitlement and its payment shall be regulated by national legislation, by a collective bargaining agreement. In any case, the annual leave with pay entitlement shall be calculated on the basis of a minimum of 2,5 calendar days per month of employment.

The level of pay during annual leave shall be at the seafarer's normal level of remuneration provided for by national laws or regulations or in the applicable seafarers' employment agreement. For seafarers employed for periods shorter than one year or in the event of termination of the employment relationship, the entitlement to leave shall be calculated on a pro-rata basis.

6.8.2 The following shall not be counted as part of annual leave with pay:

- 1) public and customary holidays recognized as such in the flag State, whether or not they fall on the period of the annual leave with pay;
- 2) periods of incapacity for work resulting from illness or injury or from maternity, under conditions as determined by the competent authority or through the appropriate machinery in each country;
- 3) temporary shore leave granted to a seafarer while under an employment agreement;
- 4) compensatory leave of any kind, under conditions as determined by the competent authority or through the appropriate machinery in each country.

6.8.3 The time at which the annual leave shall be taken shall be determined by the shipowner after consultation and, as far as possible, in agreement with the seafarers concerned or their representatives taking into account the applicable provisions of national legislation and collective bargaining agreement.

6.8.4 Seafarers shall have the right to take annual leave in the place with which they have a substantial connection, which would normally be the same as the place to which they are entitled to be repatriated. Seafarers shall

not be required without their consent to take the annual leave due to them in another place except under the provisions of the seafarers' employment agreement or of national laws or regulations.

- 6.8.5 If seafarers are required to take their annual leave from a place other than that with which they have a substantial connection, they shall be entitled to free transportation to the place where they were engaged or recruited, whichever is nearer their home; subsistence and other costs directly involved shall be for the account of the shipowner. The travel time involved shall not be deducted from the annual leave with pay due to the seafarer.
- 6.8.6 A seafarer taking the annual leave shall be recalled only in cases of extreme emergency and with the seafarer's consent.
- 6.8.7 A seafarer shall have an opportunity of division, at his/her own discretion, the annual leave with pay into parts, or the accumulation of such annual leave due in respect of one year together with a subsequent period of leave.
- 6.8.8 Unless otherwise provided in the agreement applicable to the shipowner and the seafarer concerned, the annual leave with pay shall consist of an uninterrupted period.
- 6.8.9 Special measures shall be considered by the shipowner with respect to young seafarers under the age of 18 who have served six months or any other shorter period of time under the collective bargaining agreement or seafarers' employment agreement without leave on a foreign-going ship which has not returned to their country of residence by that time, and will not return in the subsequent three months of the voyage. Such measures could consist of their repatriation at no expense to themselves to the place of the original engagement in their country of residence for the purpose of taking any leave earned during the voyage.
- 6.8.10 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the authorized bodies that:
- 1) seafarers have an entitlement to paid annual leave stated in the seafarers' employment agreement;
  - 2) annual leave is not less than the limits established by the national legislation;
  - 3) the leave is paid in compliance with the national legislation;
  - 4) time at which the leave shall be taken is observed.
- 6.8.11 Examples of deficiencies:
- 1) seafarer does not have an entitlement to paid annual leave in the seafarers' employment agreement;
  - 2) annual leave is less than the limits established by the national legislation; seafarers work in excess of the prescribed hours of work;
  - 3) annual leave is paid in the amount less than the limits established by the national legislation;
  - 4) time at which the annual leave shall be taken is not observed.

### **6.9 Standard A2.5 — Repatriation, Standard A2.5.2 — Financial security**

- 6.9.1 Repatriation (comes from the Latin word repatriar, "return to one's own country") means the process of returning persons back to their country of citizenship, residence or origin, who, for various circumstances, find themselves in the territory of other states / the act of bringing or sending persons back to their country of citizenship, residence or origin, who, for various circumstances, find themselves in the territory of other states. Repatriation of a seafarer may be carried out either by the seafarer or by the shipowner. Repatriation performed by the shipowner may be required in case of serious default by the seafarer of his employment obligations.
- 6.9.2 Seafarers shall be entitled to repatriation:
- 1) if the seafarers' employment agreement expires while they are abroad;
  - 2) When the seafarers' employment agreement is terminated:
    - by the shipowner; or
    - by the seafarer for justified reasons; and also
  - 3) when the seafarers are no longer able to carry out their duties under their employment agreement or cannot be expected to carry them out in the specific circumstances;
  - 4) in the event of illness or injury or other medical condition which requires their repatriation when found medically fit to travel;
  - 5) In the event of shipwreck.
  - 6) In the event of the shipowner not being able to continue to fulfill their legal or contractual obligations as an employer of the seafarers by reason of insolvency, sale of ship, change of ship's registration or any other similar reason.
  - 7) In the event of a ship being bound for a war zone, as defined by national laws or regulations or seafarers' employment agreements, to which the seafarer does not consent to go.
  - 8) In the event of termination or interruption of employment in accordance with an industrial award or collective bargaining agreement, or termination of employment for any other similar reason.

- In determining the maximum duration of service periods on board following which a seafarer is entitled to repatriation, account shall be taken of factors affecting the seafarers' working environment. Each shipowner shall seek, wherever possible, to reduce these periods in the light of technological changes and developments.
- 6.9.3 The entitlement to repatriation may lapse if the seafarers concerned do not claim it within a reasonable period of time to be defined by national laws or regulations or collective agreements, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships.
- 6.9.4 The costs to be borne by the shipowner for repatriation shall include at least the following:
- 1) passage to the destination selected for repatriation;
  - 2) accommodation and food from the moment the seafarers leave the ship until they reach the repatriation destination;
  - 3) pay and allowances from the moment the seafarers leave the ship until they reach the repatriation destination, if provided for by national laws or regulations or collective bargaining agreements;
  - 4) transportation of 30 kg of the seafarers' personal luggage to the repatriation destination;
  - 5) medical treatment when necessary until the seafarers are medically fit to travel to the repatriation destination. Time spent awaiting repatriation and repatriation travel time shall not be deducted from the paid leave accrued to the seafarers.
- 6.9.5 The shipowner shall take responsibility for repatriation arrangements by appropriate and expeditious means. The normal mode of transport shall be by air. The destinations to which seafarers may be repatriated are prescribed by national legislation. The destinations may include the countries with which seafarers may be deemed to have a substantial connection including:
- 1) the place at which the seafarer agreed to enter into the engagement;
  - 2) the place stipulated by the collective bargaining agreement.
  - 3) the seafarer's country of residence; or
  - 4) such other place as may be mutually agreed at the time of engagement.
- 6.9.6 Seafarers shall have the right to choose from among the prescribed destinations the place to which they are to be repatriated. However, the entitlement to repatriation may lapse if the seafarers concerned do not claim it within a reasonable period of time to be defined by national laws or regulations or collective bargaining agreements.
- 6.9.7 If, after young seafarers under the age of 18 have served on a ship for at least four months during their first foreign-going voyage, it becomes apparent that they are unsuited to life at sea, they shall be given the opportunity of being repatriated at no expense to themselves from the first suitable port of call in which there are consular services of the flag State, or the State of nationality or residence of the young seafarer. Notification of any such repatriation, with the reasons therefore, shall be given to the authority which issued the papers enabling the young seafarers concerned to take up seagoing employment.
- 6.9.7 Every possible practical assistance and support in organizing the repatriation shall be given to a seafarer stranded in a foreign port pending repatriation by the Member which has ratified the MLC, 2006. In the event of delay in the repatriation of the seafarer, the competent authority in the foreign port shall ensure that the consular or local representative of the flag State and the seafarer's State of nationality or State of residence, as appropriate, is informed immediately.
- 6.9.8 It is necessary that proper measures shall be made / taken / implemented:
- 1) for the return of seafarers employed on a ship that flies the flag of a foreign country who are put ashore in a foreign port for reasons for which they are not responsible:
    - to the port at which the seafarer concerned was engaged;
    - to a port in the seafarer's State of nationality or State of residence; or
    - to another port agreed upon between the seafarer and the master or shipowner, with the approval of the competent authority or under other appropriate safeguards;
  - 2) for medical care and maintenance of seafarers employed on a ship that flies the flag of a foreign country who are put ashore in a foreign port in consequence of sickness or injury incurred in the service of the ship and not due to their own wilful misconduct.
- 6.9.9 To prove compliance with these standards of the MLC, 2006, the shipowner shall demonstrate to the authorized bodies that:
- 1) seafarers are repatriated in accordance with national legislation.
  - 2) terms of repatriation are not violated by the shipowner;
  - 3) passage to the destination selected for repatriation is paid by the shipowner;
  - 4) normal mode of transport is by air;
  - 5) seafarers have insurance in case the shipowner fails to repatriate them.
- 6.9.10 The Special Tripartite Committee established under Article XIII of the MLC, 2006 adopted two amendments to Standard A2.5 - Repatriation and Standard A4.2 - Shipowner's liability on 11 April 2014. Both amendments



were approved by the 103rd Session of the International Labour Conference on 11 June 2014. The amendments came into force on 18 January 2017.

In accordance with the adopted amendments, from 18 January 2017, there shall be an evidence of the availability of valid financial security / an evidence of financial security for seafarers' repatriation and associated expenses on ships engaged in international voyages including payment of wages in the form recognized in the flag State. As a rule, financial security is provided in the form of the commercial insurance or Protection and Indemnity (P&I Clubs).

6.9.11 The evidence of financial security on board ship shall be a certificate or other documentary evidence issued by the financial security provider and shall include the following information:

- 1) name of the ship;
- 2) port of registry of the ship;
- 3) call sign of the ship;
- 4) IMO number of the ship;
- 5) name and address of the provider or providers of the financial security;
- 6) contact details of the persons or entity responsible for handling seafarers' requests for relief;
- 7) name of the shipowner;
- 8) period of validity of the financial security;
- 9) an attestation from the financial security provider that the financial security meets the requirements of Standard A2.5.2.

Ships shall carry on board a certificate or other documentary evidence of financial security. A copy shall be posted in a conspicuous place on board where it is available to the seafarers.

No evidence of financial security on board the ship is a serious deficiency which shall be remedied on board. In this case, the MLCt is not issued to a ship and not endorsed.

6.9.12 Examples of deficiencies:

- 1) costs for accommodation and food from the moment seafarers leave the ship until they reach the repatriation destination are incurred by the seafarers;
- 2) seafarers have no copy of the national provisions on repatriation;
- 3) seafarer is not repatriated in accordance with national requirements, or the seafarers' employment agreement or collective bargaining agreement.

6.9.13 Examples of serious deficiencies:

- 1) no evidence that financial security for repatriation has been provided;
- 2) the shipowner does not fulfill its obligation for seafarers' repatriation.

## **6.10 Standard A2.6 — Seafarer compensation for the ship's loss or foundering**

6.10.1 Although the ship's loss is substantial damage for the shipowner which may cause doubts concerning the existence of the company as a commercial entity, the shipowner shall be in possession of appropriate resources permitting, first of all, to compensate seafarers' losses in the case of injury, loss or unemployment arising from the ship's loss or foundering. These may be either insurance, money deposited with a bank, etc.

6.10.2 The indemnity against unemployment resulting from a ship's loss or foundering shall be regulated by national legislation and paid for the days during which the seafarer remains in fact unemployed at the same rate as the wages payable under the seafarers' employment agreement. However, the total indemnity payable to any one seafarer may be limited to two months' wages.

6.10.3 In this case, seafarers have the same legal remedies for recovering such indemnities as they have for recovering arrears of wages earned during the service.

6.10.4 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate that it is in possession of various kinds of securities for adequate compensation to seafarers in the case of injury, loss or unemployment arising from the ship's loss or foundering.

## **6.11 Standard A 2.7 — Manning levels**

6.11.1 The requirement that ships shall be manned by crews that are adequate, in terms of size and qualifications, to ensure the safety and security of the ship, under all operating conditions, is prescribed by international laws which comply with the standards of the MLC, 2006. In case of optimum manning level, seafarers shall efficiently work, with no fatigue which can endanger the safety of navigation.

6.11.2 In the procedures of the company on implementation of the ISM Code, the shipowner shall set out measures ensuring compliance with the international and national requirements, especially those for manning levels. In accordance with the provisions of the MLC, 2006, the shipowner may submit the documents required by the ISM Code as an evidence of implementation of the requirements of the MLC, 2006.

6.11.3 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the ILO inspector:

- 1) crew list;
  - 2) Minimum Safe Manning Document;
  - 3) number and/or categories of seafarers working on board according to the ship's crew list is not less than those stated in the Minimum Safe Manning Document;
  - 4) ship's crew can efficiently perform its duties under all operating conditions ensuring the safety of the ship.
- 6.11.4 Examples of serious deficiencies:
- 1) no Minimum Safe Manning Document is available on board;
  - 2) categories of seafarers working on board do not correspond with those in the Minimum Safe Manning Document.
  - 3) number of the seafarers is less than that stated in the Minimum Safe Manning Document.

### 6.12 Standard A3.1 — Accommodation and recreational facilities

- 6.12.1 This Standard encourages that the shipowner shall take measures so that seafarers shall be able to work and rest having comfortable and safe facilities on board ship / to ensure that seafarers have decent accommodation and recreational facilities on board. For this purpose, not only the requirements of the MLC, 2006 shall be taken into account but also of national legislation in this field which might contain more stringent requirements relating to accommodations to provide better working and recreational facilities for seafarers than those specified in the MLC, 2006. It is obvious that the shipowner in whose operation there are ships with more comfortable living conditions on board, has better opportunities for acquiring more qualified seafarers comparing with the shipowner taking no due care about seafarers' living conditions on board.
- 6.12.2 As to ship accommodations / accommodations, the shipowner shall determine what convention is applicable to his/her/its ship. It depends on the entry-into-force date. If the keel of a ship is laid or when it is at a similar stage of construction after / on or after the date when the MLC, 2006 came into force, the provisions thereof take effect and are applicable. For ships constructed before that date, the requirements relating to the ship construction and equipment that are set out in Conventions No. 92 and No. 133, shall continue to apply to the extent that they were applicable prior to that date.
- If the shipowner intends to build a new ship after the date when the MLC, 2006 came into force, he/she/it shall place an order of the ship project the accommodations of which are in compliance with the provisions of the MLC, 2006. If the planned ship is laid before the date when the MLC, 2006 comes into force, the ship accommodations shall comply with Conventions No. 92 and No. 133.
- Particular attention shall be paid by the shipowner in case of purchasing of existing ships. Thus, where a purchased ship does not comply with Conventions No. 92 and No. 133, there is a risk for the shipowner to incur supplementary financial costs for improving the ship accommodations in compliance with the existing requirements.
- 6.12.3 This Standard specifies the requirements not only for sizes of accommodations but also for materials which are used in construction of ships and finishing of accommodations. External bulkheads of sleeping rooms and mess rooms shall be adequately insulated. All machinery casings and all boundary bulkheads of galleys and other spaces in which heat is produced shall be adequately insulated where there is a possibility of resulting heat effects in adjoining accommodation or passageways. Measures shall also be taken to provide protection from heat effects of steam or hot-water service pipes or both.
- 6.12.4 Sleeping rooms, mess rooms, recreation rooms, and alleyways in the accommodation space shall be adequately insulated to prevent condensation or overheating.
- The bulkhead surfaces and deckheads shall be of a material with a surface easily kept clean. No form of construction likely to harbour vermin shall be used.
- The bulkhead surfaces and deckheads in sleeping rooms and mess rooms shall be capable of being easily kept clean and shall be covered with light durable, nontoxic finish.
- The decks in all seafarer accommodation shall be of approved material and construction and shall provide a non-slip surface impervious to damp and easily kept clean.
- Where the floorings are made of composite materials, the joints with the sides shall be profiled to avoid crevices.
- The system of ventilation for sleeping rooms and mess rooms shall be controlled so as to maintain the air in a satisfactory condition and to ensure a sufficiency of air movement in all conditions of weather and climate.
- 6.12.5 Air-conditioning systems, whether of a centralized or individual unit type, shall be designed to:
- 1) maintain the air at a satisfactory temperature and relative humidity as compared to the outside air conditions, ensure a sufficiency of air changes in all air-conditioned spaces, take account of the particular characteristics of operations at sea and not produce excessive noises or vibrations;
  - 2) facilitate easy cleaning and disinfection to prevent or control the spread of diseases.
- Power for the operation of the air conditioning and other aids to ventilation required by the preceding paragraphs of this Guideline / stipulated by the above stated requirements, shall be available at all times when seafarers are living or working on board and if conditions so require. However, this power need not be provided from an emergency source.

- 6.12.6 The system of heating seafarer accommodation shall be in operation at all times when seafarers are living or working on board and conditions require its use.  
In all ships in which a heating system is required, the heating shall be by means of hot water, warm air, electricity, steam or equivalent. However, within the accommodation area, steam shall not be used as a medium for heat transmission. The heating system shall be capable of maintaining the temperature in seafarer accommodation at a satisfactory level under normal conditions of weather and climate likely to be met within the trade in which the ship is engaged. The competent authority shall prescribe the standard to be provided. Radiators and other heating apparatus shall be placed and, where necessary, shielded so as to avoid a risk of fire or danger or discomfort to the occupants.
- 6.12.7 In all ships, electric light shall be provided in seafarer accommodation. If there are no two independent sources of electricity for lighting, additional lighting shall be provided by properly constructed lamps or lighting apparatus for the emergency use.  
In sleeping rooms, an electric reading lamp shall be installed at the head of each berth.  
Suitable standards of natural and artificial lighting shall be fixed by the competent authority.  
In case there are no standards fixed, lighting shall be such that a seafarer with normal vision could read an ordinary newspaper at clear day time within accommodation area accessible for free movement.
- 6.12.8 There shall be adequate berth arrangements on board, making it as comfortable as possible for the seafarer and any partner who may accompany the seafarer. Where the size of the ship, the activity in which it shall be engaged and its layout make it reasonable and practicable, sleeping rooms shall be planned and equipped with a private bathroom, including a toilet, so as to provide reasonable comfort for the occupants and to facilitate tidiness.  
As far as practicable, sleeping rooms of seafarers shall be so arranged that watches are separated and no seafarers working during the day share a room with watchkeepers.  
Space occupied by berths and lockers, chests of drawers and seats shall be included in the measurement of the floor area. Small or irregularly shaped spaces which do not add effectively to the space available for free movement and cannot be used for installing furniture shall be excluded.  
Berths shall not be arranged in tiers of more than two; in the case of berths placed along the ship's side, there shall be only a single tier where a sidelight is situated above a berth.  
The lower berth in a double tier shall be not less than 30 cm above the floor; the upper berth shall be placed approximately midway between the bottom of the lower berth and the lower side of the deckhead beams.  
The framework and lee-board, if any, of a berth shall be of an approved material, hard, smooth, and not likely to corrode or to harbour vermin.  
If tubular frames are used for the construction of berths, they shall be completely sealed and without perforations which would give access to vermin.  
Each berth shall be fitted with a comfortable mattress with cushioning bottom or combined cushioning mattress, including a spring bottom or spring mattress. The mattress and cushioning material used shall be made of an approved material. Stuffing material likely to harbour vermin shall not be used.  
When one berth is placed over another, a dust-proof bottom shall be fitted beneath the bottom mattress or spring bottom of the upper berth.
- 6.12.9 The furniture shall be of a smooth, hard material not liable to warp or corrode.
- 6.12.10 Sleeping rooms shall be fitted with curtains or equivalent for the sidelights.
- 6.12.11 Sleeping rooms shall be fitted with a mirror, small cabinets for toilet requisites, a book rack and a sufficient number of coat hooks.
- 6.12.12 Mess room facilities may be either common or separate. Account shall be taken of factors such as the size of a ship and distinctive cultural, religious and social needs of seafarers.
- 6.12.13 Where separate mess room facilities shall be provided to seafarers, then separate mess rooms shall be provided for:
- 1) master and officers;
  - 2) petty officers and other seafarers.
- On ships other than passenger ships, the floor area of mess rooms for seafarers shall be not less than 1,5 m<sup>2</sup> per person of the planned seating capacity.  
In all ships, mess rooms shall be equipped with tables and appropriate seats, fixed or movable, sufficient to accommodate the greatest number of seafarers likely to use them at any one time.
- 6.12.14 There shall be available at all times when seafarers are on board:
- 1) a refrigerator, which shall be conveniently situated and of sufficient capacity for the number of persons using the mess room or mess rooms;
  - 2) facilities for hot beverages; cool water facilities.
- Where available pantries are not accessible to mess rooms, adequate lockers for mess utensils and proper facilities for washing utensils shall be provided.

The tops of tables and seats shall be of a damp-resistant material.

- 6.12.15 Washbasins and tub baths shall be of adequate size and constructed of the approved material with a smooth surface not liable to crack, flake or corrode.  
All toilets shall be of an approved pattern and provided with an ample flush of water or with some other suitable flushing means, such as compressed air systems, which are available at all times and independently controllable.
- 6.12.16 Sanitary accommodation intended for the use of more than one person shall comply with the following:
- 1) floors shall be of an approved durable material, impervious to damp, and shall be properly drained;
  - 2) bulkheads shall be of steel or other approved material and shall be watertight up to at least 23 cm above the level of the deck;
  - 3) the accommodation shall be sufficiently lit, heated and ventilated;
  - 4) toilets shall be situated convenient to, but separate from, sleeping rooms and wash rooms, without direct access from the sleeping rooms or from a passage between sleeping rooms and toilets to which there is no other access; this requirement does not apply where a toilet is located in a compartment between two sleeping rooms having a total of not more than four seafarers; and
  - 5) where there is more than one toilet in a compartment, they shall be sufficiently screened to ensure privacy.
- 6.12.17 The laundry facilities provided for seafarers' use shall include:
- 1) washing machines;
  - 2) drying machines or adequately heated and ventilated drying rooms; and
  - 3) irons and ironing boards or their equivalent.
- 6.12.18 The hospital accommodation shall be designed so as to facilitate consultation and the giving of medical first aid and to help prevent the spread of infectious diseases.  
The arrangement of the entrance, berths, lighting, ventilation, heating, and water supply shall be designed to ensure the comfort and facilitate the treatment of occupants.  
The number of hospital berths required shall be prescribed by the competent authority.  
Sanitary accommodation shall be provided for the exclusive use of the occupants of the hospital accommodation, either as part of the accommodation or in close proximity thereto. Such sanitary accommodation shall comprise a minimum of one toilet, one washbasin and one tub or shower.
- 6.12.19 Where separate facilities for the engine department personnel to change their clothes are provided, they shall be:
- 1) located outside the machinery space but with easy access to it;
  - 2) fitted with individual clothes lockers as well as with tubs or showers or both, and washbasins having hot and cold running fresh water.
- 6.12.20 The shipowner shall consider applying the following principles:
- 1) clean bedding and mess utensils shall be supplied by the shipowner to all seafarers for use on board during service on ship, and such seafarers shall be responsible for the utensils return at times specified by the master and on completion of service on the ship;
  - 2) bedding shall be of good quality, and plates, cups and other mess utensils shall be of the approved material which can be easily cleaned; and
  - 3) towels, soap and toilet paper for all seafarers shall be provided by the shipowner.
- 6.12.21 Recreational facilities and services shall be reviewed frequently to ensure that they are appropriate in the light of changes in the needs of seafarers resulting from technical, operational and other developments in the shipping industry.  
Furnishings for recreational facilities shall as a minimum include a bookcase and facilities for reading, writing and, where practicable, games.  
In connection with the planning of recreation facilities, the competent authority shall give consideration to the provision of a canteen.
- 6.12.21 Consideration shall also be given to including the following facilities at no cost to the seafarer, where practicable:
- 1) a smoking room;
  - 2) television viewing and the reception of radio broadcasts;
  - 3) showing of films, the stock of which shall be adequate for the duration of the voyage and, where necessary, changed at reasonable intervals;
  - 4) sports equipment including exercise equipment, table games and deck games;
  - 5) where possible, facilities for swimming;
  - 6) a library containing vocational and other books, the stock of which shall be adequate for the duration of the voyage and changed at reasonable intervals;
  - 7) facilities for recreational handicrafts;

- 8) electronic equipment such as a radio, television, video recorder, DVD/CD player, personal computer and software and cassette recorder/player;
- 9) where appropriate, the provision of bars on board for seafarers unless these are contrary to national, religious or social customs; and
- 10) reasonable access to ship-to-shore telephone communications, and email and Internet facilities, where available, with any charges for the use of these services being reasonable in amount.
- 6.12.22 Every effort shall be given to ensuring that the forwarding of seafarers' mail is as reliable and expeditious as possible. Efforts shall also be considered for avoiding seafarers being required to pay additional postage when mail has to be readdressed owing to circumstances beyond their control.
- 6.12.23 Measures shall be considered to ensure, subject to any applicable national or international laws or regulations, that whenever possible and reasonable seafarers are expeditiously granted permission to have their partners, relatives and friends as visitors on board their ship when in port. Such measures shall meet any concerns for security clearances.
- 6.12.24 Consideration shall be given to the possibility of allowing seafarers to be accompanied by their partners on occasional voyages where this is practicable and reasonable. Such partners shall carry adequate insurance cover against accident and illness; the shipowner shall give every assistance to the seafarer to effect such insurance.
- 6.12.25 Accommodation and recreational and catering facilities shall be located as far as practicable from the engines, steering gear rooms, deck winches, ventilation, heating and air-conditioning equipment, and other noisy machinery and apparatus.  
Acoustic insulation or other appropriate sound-absorbing materials shall be used in the construction and finishing of bulkheads, deckheads and decks within the sound-producing spaces as well as self-closing noise-isolating doors for machinery spaces.  
Engine rooms and other machinery spaces shall be provided, wherever practicable, with soundproof centralized control rooms for engine-room personnel. Working spaces, such as the machine shop, shall be insulated, as far as practicable, from the general engine-room noise and measures shall be taken to reduce noise of operating machinery.
- 6.12.26 The limits for noise levels for working and living spaces shall be in conformity with the ILO international guidelines on exposure levels, including those in the ILO code of practice entitled Ambient factors in the workplace, 2001, and, where applicable, the specific protection recommended by the International Maritime Organization (IMO), and with any subsequent amending and supplementary instruments for acceptable noise levels on board ships. A copy of the applicable instruments in English or working language of the ship shall be carried on board and shall be accessible to seafarers.
- 6.12.27 No accommodation or recreational or catering facilities shall be exposed to excessive vibration.
- 6.12.28 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the ILO inspector the following:
- 1) all necessary measurements of accommodations, recreational facilities and a document confirming the compliance of technical characteristics of ship accommodations with the requirements of the MLC, 2006 and national legislation / the construction plan of the ship that shows dimensions and identifying the use to be made of each room or other area;
  - 2) sufficient number of sleeping rooms and berths available for seafarers / the crew list compared to the number of sleeping rooms and berths;
  - 3) all accommodations and recreational facilities are provided with:
    - satisfactory ventilation and heating;
    - limits for levels of noise, vibration and other ambient factors in conformity with the appropriate standards of national legislation ;
    - satisfactory sanitary / hygienic condition of all accommodations and recreational facilities;
    - lighting in all accommodations and recreational facilities in conformity with national legislation;
  - 4) compliance with the requirements relating to health and safety protection, and accident prevention, in light of the specific needs of seafarers that both live and work on board ship / occupational safety and health and accident prevention requirements on ships, in light of the specific needs of seafarers who both live and work on ships;
  - 5) records available confirming frequent inspections of accommodations by or under the authority of the master / the on-board records to confirm that frequent inspections of accommodations are carried out by, or under the authority of, the ship's master,;
  - 6) measures taken for continuous monitoring of noise and vibration levels and other ambient factors and chemicals on board ships / measures taken on the ship to monitor noise and vibration levels in seafarers' working and living areas.
- 6.12.29 Examples of deficiencies:

- 1) arrangement of sleeping rooms, berths are not in conformity with national requirements, the MLC, 2006 / location of sleeping rooms on the ship does not conform to national standards implementing the MLC, 2006;
- 2) number of sleeping berths / sleeping rooms on board ship is less than that established in national legislation, the MLC, 2006 / national standards implementing the MLC, 2006;
- 3) size (including height) of accommodations / sleeping rooms is not in conformity with national requirements, the MLC, 2006 / national standards implementing the MLC, 2006;
- 4) recreational facilities are not in conformity with national requirements, the MLC, 2006 / national standards implementing the MLC, 2006;
- 5) equipment of accommodations including the hospital, mess rooms, recreational facilities, are not in conformity with national legislation / fittings and fixtures within seafarer accommodation areas, including the hospital, mess rooms and recreational rooms, do not conform to national standards implementing the MLC, 2006;
- 6) no separate female and male sanitary facilities are available / separate sanitation facilities are not provided for males and females.;
- 7) hospital accommodation is used not for the purpose / hospital is being used to accommodate persons who are not sick.;
- 8) crew accommodations are not maintained in clean and tidy condition / seafarer accommodation or recreational facilities are not being maintained in a clean and tidy condition;
- 9) inspections of crew accommodation are not regularly carried out by the master or another designated person / regular inspections of seafarer accommodation are not being carried out by the master or another designated person;
- 10) laundry facilities are non-available or operated not efficiently / laundry facilities are inadequate or not functioning correctly.

6.12.30 Examples of serious deficiencies:

- 1) number of seafarers exceeds the number of sleeping berths on board ship / more than one seafarer per berth.;
- 2) no separate female and male sleeping rooms are available / separate sleeping rooms are not provided for males and females;
- 3) no hospital is available on board ship with 15 and more seafarers;
- 4) sanitary facilities are not functioning / sanitary facilities are inadequate or not functioning;
- 5) heating system, air conditioning system, ventilation are not in operating order or operating inefficiently / heating, lighting or ventilation is inadequate or not functioning correctly;
- 6) accommodations are not maintained in accordance with good sanitary standards;
- 7) excessive level of noise, vibration or other ambient factors in crew accommodations / exposure to hazardous levels of noise and vibration and other ambient factors and chemicals in the seafarer accommodation or recreational or catering facilities.

**6.13 Standard A3.2 — Food and catering**

6.13.1 Work on board ship is rather hard both physically and mentally. Nutritional value and quality sometimes is a determining factor of psychological climate for the crew. Therefore, thorough attention shall be paid to the nutrition value.

6.13.2 For this purpose it is necessary that:

- 1) seafarers shall be supplied with food and drinking water in sufficient quantity and of appropriate quality / good quality food and drinking water provided under regulated hygienic conditions;
- 2) Seafarers employed as ships' cooks shall be trained and qualified for their position in accordance with national legislation.
- 3) Seafarers shall be provided with food free of charge.

6.13.3 The shipowner shall be provided with up-to-date information on nutrition and on methods of purchasing, storing, preserving, cooking, and serving food, with special reference to the requirements of catering on board ship. Appropriate forms of publicity, such as manuals, brochures, posters, charts or advertisements in trade journals, shall be used for this purpose.

6.13.4 On board ship, there shall be available recommendations to provide for the appropriate delivery of food and catering, avoid wastage of food, facilitate the maintenance of a proper standard of hygiene, and ensure the maximum practicable convenience in working arrangements.

Seafarers' daily ration shall be calculated in accordance with national requirements. Two kinds of calculations may be generally used. Nutritional value calculation with due regard of vitamins and minerals. This nutritional value is rather complicated for calculation and use on board ship.

The second calculation of a daily ration is made in monetary units established by the competent authority taking account of food product prices in areas of ship's operation or where it is planned to be operated. This method is more common, and therefore more convenient for use in calculations on board ship. In this case, the shipowner shall prove that the amount being used for food is not less than that determined by the

competent authority. Since the quality and quantity of food affect seafarers' physical and mental state, the shipowner shall be responsible for the selection of seafarers to be employed as ships' cooks.

6.13.5 Seafarers shall only be qualified as ships' cooks if they have:

- 1) Served at sea for a minimum period established by the competent authority, which could be varied to take into account existing relevant qualifications or experience.
- 2) Passed an examination prescribed by the competent authority or passed an equivalent examination at an approved training course for cooks.

The prescribed examination may be conducted and certificates - granted either directly by the competent authority or, subject to its control, by an approved school for the training of cooks.

The shipowner shall provide for the recognition by the flag Administration of certificates of qualification as ships' cooks issued by other Members, which have ratified the MLC, 2006 or the Certification of Ships' Cooks Convention, 1946 (No. 69), or other approved body.

6.13.6 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the inspector:

- 1) Documents confirming that the ship's cook is above the age of 18, is adequately qualified in accordance with national requirements.
- 2) Crew seafarer designated to prepare food is properly trained and instructed in areas including food and personal hygiene, handling and storage of food on board ship provided that the qualified cook is not required.
- 3) Documents confirming regular inspections of ship's supplies of adequate food and drinking water.
- 4) Regular inspections of sanitary and hygienic condition of galley and its equipment, food storage departments, are carried out.
- 5) Availability of menu on board ship.
- 6) Food and drinking water are of adequate quality.

6.13.7 Examples of deficiencies:

- 1) No evidence is available that a seafarer engaged in food preparation is properly trained and instructed.
- 2) Inspections of the quality of drinking water, cooking of food, the condition of catering and food storage departments are not carried out.

6.13.8 Examples of serious deficiencies:

- 1) Food, drinking water for seafarers of inadequate quality and quantity.
- 2) Seafarers pay for their food on board ship.
- 3) Ship's cook is not qualified.
- 4) Ship's cook is under the age of 18.
- 5) Galley equipment is not properly maintained, not complying with hygienic standards.

## **6.14 Standard A4.1 — Medical care on board ship and ashore**

6.14.1 A ship is an object of heightened risks, and in accordance with its service it generally operates far from the shore and from the place of qualified medical assistance. Therefore, one seafarer shall be designated on board who is responsible for medical care on board ship. This seafarer shall be qualified so that to be able both to provide first aid and to arrange and carry out the necessary practical medical care for the sick until his hospitalization, to obtain medical advice by means of radio or satellite communication.

6.14.2 The shipowner shall ensure that:

- 1) Ships which ordinarily are capable of reaching qualified medical care and medical facilities within eight hours, shall have at least one designated seafarer with the approved medical first-aid training required by STCW which will enable such persons to take immediate, effective action in case of accidents or illnesses likely to occur on board ship and to make use of medical advice by radio or satellite communication; and
- 2) All other ships shall have at least one designated seafarer with approved training in medical care required by STCW including practical training and training in life-saving techniques such as intravenous therapy, which will enable the persons concerned to participate effectively in coordinated schemes for medical assistance to ships at sea, and to provide the sick or injured with a satisfactory standard of medical care during the period they are likely to remain on board.

6.14.3 Seafarers designated to provide first medical aid and medical care shall be based on the contents of the most recent editions of the International Medical Guide for Ships, the Medical First Aid Guide for Use in Accidents Involving Dangerous Goods, and the medical section of the International Code of Signals as well as similar national guides.

6.14.4 Persons referred to in 6.14.3 shall undergo, at approximately five-year intervals, refresher courses to enable them to maintain and increase their knowledge and skills and to keep up-to-date with new developments.

6.14.5 The medicine chest and its contents, as well as the medical equipment and medical guide carried on board, shall be properly maintained and inspected at regular intervals by responsible persons designated by the master. Within the period not exceeding 12 months, the shipowner shall submit to responsible persons designated by the competent authority to ensure that the medicine chest and its contents, the labelling, expiry

- dates and conditions of storage of all medicines and directions for their use are checked. The responsible persons shall inspect all equipment to determine whether it is functioning as required by the established requirements.
- 6.14.6 In adopting or reviewing the ship's medical guide used nationally, and in determining the contents of the medicine chest and medical equipment, the competent authority shall take into account international recommendations in this field, including the latest edition of the International Medical Guide for Ships, and other guides.
- 6.14.7 Where the ship carries a cargo which is classified dangerous, there shall be the most recent edition of the Medical First Aid Guide for Use in Accidents Involving Dangerous Goods on board; the necessary information on the nature of the substances, risks involved, necessary personal protective devices, relevant medical procedures, and specific antidotes shall be made available to seafarers. Such specific antidotes and personal protective devices shall be on board whenever dangerous goods are carried. This information shall be integrated with the ship's policies and programmes on occupational safety and health.
- 6.14.8 All ships shall carry a complete and up-to-date list of radio stations through which medical advice can be obtained; and, if equipped with a system of satellite communication, carry an up-to-date and complete list of coast earth stations through which medical advice can be obtained. Seafarers responsible for medical care or medical first aid on board shall be instructed in the use of the ship's medical guide and the medical section of the most recent edition of the International Code of Signals so as to enable them to understand the type of information needed by the advising doctor as well as the advice received.
- 6.14.9 The shipowner shall provide ships with standard medical report form for seafarers designed to facilitate the exchange of medical and related information concerning individual seafarers between ship and shore in cases of illness or injury.
- 6.14.10 The ship doctors, dentists and other medical personnel shall be properly qualified in accordance with national requirements.
- 6.14.11 Measures shall be taken by the shipowner to ensure that seafarers when in port had access to:
- 1) Outpatient treatment for sickness and injury.
  - 2) Hospitalization when necessary.
  - 3) Facilities for dental treatment, especially in cases of emergency.
- Suitable measures shall be taken by the shipowner to facilitate the treatment of seafarers suffering from disease. In particular, seafarers shall be promptly admitted to clinics and hospitals ashore, without difficulty and irrespective of nationality or religious belief, and, whenever possible, arrangements shall be made to ensure, when necessary, the continuation of treatment to supplement the medical facilities available to them.
- 6.14.12 The shipowner shall give due consideration to the following:
- 1) Participation of their ships in developing and coordinating search and rescue efforts.
  - 2) Arranging prompt medical help and evacuation at sea for the seriously ill or injured on board ship through such means as periodic ship position reporting systems, rescue coordination centres and emergency helicopter services, in conformity with the International Convention on Maritime Search and Rescue, 1979, as amended, and the International Aeronautical and Maritime Search and Rescue (IAMSAR) Manual.
  - 3) Making optimum use of all ships carrying a doctor and stationing ships at sea which can provide hospital and rescue facilities.
  - 4) Provision of emergency medical care to seafarers.
  - 5) Landing seafarers ashore for emergency treatment.
  - 6) Repatriating seafarers hospitalized abroad as soon as practicable, in accordance with the medical advice of the doctors responsible for the case, which takes into account the seafarer's wishes and needs.
  - 7) Arranging personal assistance for seafarers during repatriation, in accordance with the medical advice of the doctors responsible for the case, which takes into account the seafarer's wishes and needs.
  - 8) Collecting and evaluating statistics concerning occupational accidents, diseases and fatalities of seafarers.
  - 9) Arranging for the repatriation of the bodies or ashes of deceased seafarers, in accordance with the wishes of the next of kin and as soon as practicable.
- 6.14.13 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the ILO inspector:
- 1) Documentary evidence (seafarers' employment agreement) that, to the extent consistent with the ILO member State's national law and practice, medical care and health protection services while a seafarer is on board ship or landed in a foreign port are provided free of charge to seafarers.
  - 2) Documentary evidence (seafarers' employment agreement) that seafarers are given the right to visit a qualified medical doctor or dentist without delay in ports of call, where practicable.
  - 3) Declaration, Part II concerning provision of seafarers with health protection and medical care ashore.
  - 4) Sufficient medical equipment and instruments with due account of the International Medical Guide for ships and national laws.



- 5) Documentary evidence (ship crew list or Minimum Safe Manning Document) that:
  - a qualified medical doctor works on board ship responsible for medical care (ships carrying 100 or more persons and ordinarily engaged in international voyages of more than three days' duration);
  - within the crew, there is either at least one seafarer on board who is in charge of medical care and administering medicine as part of their regular duties or at least one seafarer on board competent to provide medical first aid.
- 6) There are forms of applications to the doctor, medical reports, etc.
- 7) There is a procedure of asking medical advice by means of radio or satellite communication.
- 6.14.14 Examples of deficiencies:
  - 1) No medical forms of documents (forms of medical application to doctors, medical reports).
  - 2) No International Medical Guide for ships on board.
  - 3) The medicine chest contents are not in conformity with national requirements.
  - 4) No documentary endorsement of inspections of medicine chest and its contents, of medical equipment available.
- 6.14.15 Examples of serious deficiencies:
  - 1) Seafarers who work on board ship are unreasonably refused to have access to medical help ashore.
  - 2) Medical care is not free of charge for seafarers contrary to national legislation.
  - 3) Qualified medical personnel is not available on board ship as required in national laws.
  - 4) No medicine chest available on board ship.
  - 5) There is no possibility of medical care on board ship.

### **6.15 Standard A4.2 — Shipowners' liability, Standard A4.2.1 — Financial security**

- 6.15.1 Under all financial conditions, the shipowner, as set out in national laws, shall be liable to defray the expenses in respect of sickness, incapacity and death of seafarers. These expenses include payments of full wages, medical treatment and medicines, repatriation, etc.  
In case, where national laws prescribe, the shipowner may limit the liability to defray the financial expenses but the liability period shall not be less than 16 weeks, in any circumstances.
- 6.15.2 In addition, national laws may exclude the shipowner from his liability in respect of:
  - 1) Injury or sickness due to the wilful misconduct.
  - 2) Circumstances other than in the service on ship.
  - 3) Sickness intentionally concealed when the engagement is entered into.

When the shipowner has a relevant insurance agreement available, all his expenses may be compensated by the insurance institution in case of an appropriate insurance risk accident incurred.  
Shipowners shall take measures for safeguarding the property left on board by sick, injured or deceased seafarers and for returning it to them or to their next of kin.
- 6.15.3 The Special Tripartite Committee established under Article XIII of the MLC, 2006 adopted two amendments to Standard A2.5 - Repatriation and Standard A4.2 - Shipowner's liability on 11 April 2014. Both amendments were approved by the 103rd Session of the General Conference of the International Labour Organization / International Labour Conference on 11 June 2014. The amendments came into force on 18 January 2017.
- 6.15.4 In accordance with the adopted amendments, from 18 January 2017 there shall be an evidence of the availability of valid financial security / an evidence of financial security for shipowners' liabilities on ships engaged in international voyages in the form recognized in the flag State. As a rule, financial security is provided in the form of the commercial insurance or Protection and Indemnity (P&I Clubs) / (P&I) Clubs.  
The evidence of financial security on board the ship shall be a certificate / a certificate or other documentary evidence issued by the insurer / financial security provider and shall include the following information:
  - 1) Name of the ship.
  - 2) Port of registry of the ship.
  - 3) Call sign of the ship.
  - 4) IMO number of the ship.
  - 5) Name and address of the provider or providers of the financial security.
  - 6) Contact details of the persons or entity responsible for handling seafarers' requests for relief.
  - 7) Name of the shipowner.
  - 8) Period of validity of the financial security.
  - 9) An attestation from the financial security provider that the financial security meets the requirements of Standard A4.2.1.

The certificate copy shall be posted in a place accessible to seafarers and inspection authorities / A copy of the certificate or other documentary evidence of financial security shall be posted in a conspicuous place on board where it is available to the seafarers .  
No evidence of financial security on board the ship is a serious deficiency which shall be remedied on board. In this case, the MLCt is not issued aboard and not approved.

National laws or regulations shall prescribe a standard form of the signed acknowledgement of receipt and transfer of money. For these purposes, the form in Appendix B4-I to MLC, 2006 can be used.

6.15.5 Example of deficiencies:

- 1) There is no procedure of safeguarding the property left on board by sick, injured or deceased seafarers.

6.15.6 Examples of serious deficiencies:

- 1) No certificate / certificate or other documentary evidence of financial security is available on board the ship.

### **6.16 Standard A4.3 — Health, safety protection and accident prevention**

6.16.1 In addition to national laws on occupational safety and health protection, the shipowner shall take into account the ILO Code of practice entitled Accident Prevention on Board Ship at Sea and in Port, 1996, and subsequent versions, and other related ILO standards and other international standards and guidelines, and codes of practice regarding occupational safety and health protection including any exposure levels that they may identify.

6.16.2 The shipowner shall ensure that the management of occupational safety and health address the following matters:

- 1) Structural features of the ship including means of access and asbestos-related risks.
- 2) Machinery.
- 3) Effects of the extremely low or high temperature of any surfaces with which seafarers may be in contact.
- 4) Effects of noise in the workplace and in shipboard accommodation.
- 5) Effects of vibration in the workplace and in shipboard accommodation.
- 6) Effects of ambient factors in the workplace and in shipboard accommodation including tobacco smoke.
- 7) Special safety measures on and below deck.
- 8) Loading and unloading equipment.
- 9) Fire prevention and fire-fighting.
- 10) Anchors, chains and lines.
- 11) Dangerous cargo and ballast.
- 12) Personal protective equipment for seafarers.
- 13) Work in enclosed spaces, aloft in severe atmosphere.
- 14) Physical and mental effects of fatigue.
- 15) Effects of drug and alcohol dependency.
- 16) HIV/AIDS protection and prevention.
- 17) Emergency and accident response.

6.16.3 The shipowner shall assess risks and reduce the exposure on the matters referred to. Account of the physical occupational health effects shall be taken including manual handling of loads, noise and vibration, chemical and biological occupational health effects, mental occupational health effects, physical and mental health effects of fatigue, and occupational accidents. The necessary measures shall take due account of the preventive principle according to which, among other things, combating risk at the source, adapting work to the individual, especially as regards the design of workplaces, and replacing the dangerous by the non-dangerous or the less dangerous, have precedence over personal protective equipment for seafarers. In addition, the shipowner shall ensure that the implications for health and safety are taken into account, particularly, in the area of emergency and accident response.

6.16.4 On an ongoing basis, the shipowner shall review the problem of noise on board ships with the objective of improving the protection of seafarers, in so far as practicable, from adverse effects of the exposure to noise, and as regularly as set out in national laws.

The shipowner shall take account of adverse effects of the exposure to excessive noise on the hearing, health and comfort of seafarers and measures to be prescribed or recommended to reduce shipboard noise to protect seafarers.

6.16.5 The measures to be considered shall include the following:

- 1) Instruction of seafarers in dangers of prolonged exposure to high noise levels to hearing and health and in the proper use of noise protection devices and equipment.
- 2) Provision of approved hearing protection equipment to seafarers, where necessary.
- 3) Assessment of risks and reduction of exposure levels to noise in all accommodation and recreational and catering facilities, as well as engine rooms and other machinery spaces.

6.16.6 On an ongoing basis and as regularly as set out in national laws, the shipowner shall review the problem of vibration on board ships with the objective of improving the protection of seafarers, in so far as practicable, from adverse effects of vibration.

The review by the shipowner shall cover the effect of exposure to excessive vibration on the health and comfort of seafarers and measures to be prescribed or recommended to reduce shipboard vibration to protect seafarers.

- 6.16.7 The measures to be considered shall include the following:
- 1) Instruction of seafarers in dangers of prolonged exposure to vibration to their health;
  - 2) Provision of approved personal protective equipment to seafarers, where necessary;
  - 3) Change of loading / ballasting;
  - 4) Assessment of risks and reduction of exposure to vibration in all accommodation and recreational and catering facilities.
- 6.16.8 Meanwhile, any obligation on the shipowner to provide protective equipment or other accident prevention safeguards shall, in general, be accompanied by provisions requiring their use by seafarers and by the requirement for seafarers to comply with the relevant accident prevention and health protection measures. Similarly, in case the obligation to ensure compliance with the requirement that the machinery in use is properly guarded, has been fulfilled by the shipowner, there is an obligation on the seafarer not to use machinery without the guards being in position nor to make inoperative the guards provided.
- 6.16.9 The shipowner shall undertake investigations into the causes and circumstances of all occupational accidents, occupational injuries and diseases resulting in loss of life or serious personal injury, and such other cases as may be specified in national legislation.
- 6.16.10 Consideration shall be given to including the following as subjects of investigation:
- 1) Working environment, such as working surfaces, layout of machinery, means of access, lighting, and methods of work.
  - 2) Incidence of occupational accidents and occupational injuries and diseases in different age groups.
  - 3) Special physiological or mental problems created by the shipboard environment.
  - 4) Problems arising from physical stress on board ship, in particular as a consequence of the increased workload.
  - 5) Problems arising from and effects of technical developments and their influence on the composition of crews.
  - 6) Problems arising from any human failures.
  - 7) Other, as set out in national laws.
- 6.16.11 The shipowner shall follow the Instruction in occupational safety, health protection and prevention of occupational accidents, educational programmes developed by the competent authority brought up to date in the light of the development in types, sizes of ships and their equipment, as well as manning practices, nationality, language, and organization of work on board ship. There shall be continuous occupational safety, health protection and accident prevention publicity.
- 6.16.12 Such publicity might take the following forms:
- 1) Educational audiovisual materials, such as films, for use in vocational training centres for seafarers and where possible shown on board ships.
  - 2) Display of posters on board ships.
  - 3) Inclusion of articles on hazards of maritime employment and on occupational safety and health protection and accident prevention measures in periodicals read by seafarers.
  - 4) Special campaigns using various publicity media to instruct seafarers including campaigns on safe working practices.
- The publicity shall take account of different nationalities, languages and cultures of seafarers on board ships.
- 6.16.13 The shipowner shall specify restrictions on young seafarers undertaking, without appropriate supervision and instruction, certain types of work presenting special risk of accident or of detrimental effect on their health or physical development, or requiring a particular degree of maturity, experience or skill.
- 6.16.14 In determining the types of work to be restricted by the regulations, the shipowner might consider in particular work involving:
- 1) Lifting, moving or carrying of heavy loads or objects.
  - 2) Entry into boilers, tanks and cofferdams.
  - 3) Exposure to harmful noise and vibration levels.
  - 4) Operating hoisting and other power machinery and tools, or acting as signallers to operators of such equipment.
  - 5) Handling mooring or tow lines or anchoring equipment.
  - 6) Rigging.
  - 7) Work aloft or on deck in heavy weather.
  - 8) Nightwatch duties.
  - 9) Servicing of electrical equipment.
  - 10) Exposure to potentially harmful materials, or harmful physical agents such as dangerous or toxic substances and ionizing radiations.
  - 11) Cleaning of catering machinery.
  - 12) Handling or taking charge of ships' boats.
- Practical measures shall be taken by the shipowner to bring to the attention of young seafarers the information concerning the prevention of accidents and protection of their health on board ships. Such measures could

include adequate instruction in courses, official accident prevention publicity intended for young persons and professional instruction and supervision of young seafarers.

6.16.15 Education and training of young seafarers on board ships shall include guidance on:

- 1) Detrimental effects on their health and well-being of the abuse of alcohol and drugs and other potentially harmful substances.
- 2) Risks and concerns relating to HIV/AIDS.
- 3) Other health and welfare risk related activities.

6.16.16 To prove compliance with this Standard of the MLC, 2006, the shipowner shall demonstrate to the ILO inspector:

- 1) Available documents such as report on accidents on board ship, assessment of risks in respect of safety and health management system.
- 2) Protocols of meetings of the ship safety committee in case the ship crew exceeds 5 seafarers.
- 3) Documents regarding policies and programmes on safety and health protection on board ship and confirming:
  - accessibility for seafarers;
  - consistency with national laws;
  - assessment of risks
  - training and instructing of seafarers;
  - special attention paid to seafarers under the age of 18;
  - taking of adequate preventing measures;
  - use and maintenance of personal protective equipment in proper operational condition;
- 4) Evidence that all seafarers are notified about the information on particular risks in respect of work on board ship, for example, by means of official publications with relevant instructions;
- 5) Evidence that necessary protection aids with due account of cargoes carried are available and used on board ship;
- 6) Evidence that a procedure of reporting on accidents is functioning and is applied, when necessary, on board ship;
- 7) Following documents, in case national Guidelines on policies and programmes of safety and health protection on board ship deal with subjects of occupational safety:
  - structural features of the ship including means of access and asbestos-related risks;
  - machinery;
  - effects of the extremely low or high temperature of any surfaces with which seafarers may be in contact;
  - effects of noise in the workplace and in shipboard accommodation;
  - effects of vibration in the workplace and in shipboard accommodation;
  - effects of ambient factors in the workplace and in shipboard accommodation including tobacco smoke;
  - special safety measures on and below deck;
  - loading and unloading equipment;
  - fire prevention and fire-fighting;
  - anchors, chains and lines;
  - dangerous cargo and ballast;
  - personal protective equipment for seafarers;
  - work in enclosed spaces;
  - physical and mental effects of fatigue;
  - effects of drug and alcohol dependency;
  - HIV/AIDS protection and prevention;
  - emergency and accident response.

Pursuant to the amendments adopted in 2016, the shipowner shall consider the latest version of the Aboard Harassment, Abuse and Oppression Elimination Guide which is collectively published by the International Chamber of Shipping and the International Transport Workers Federation, and shall undertake investigations into all cases of abuse and oppression on board ships.

6.16.17 Examples of deficiencies:

- 1) No on-board policies and programmes to prevent occupational accidents and protect occupational safety and health.
- 2) No ship safety committee on board ship (for ships with the crew consisting of 5 seafarers and over).
- 3) No risk assessment.
- 4) Seafarers not notified in respect of measures for preventing accidents taken on board ship.
- 5) No protective occupational measures taken for seafarers of the age under 18.
- 6) Accidents are not duly investigated, non-available reports on accidents on board ship.

6.16.18 Examples of serious deficiencies:

- 1) Use of seafarers under the age of 18 for performing hazardous work.

- 2) Personal protective equipment for seafarers are maintained not in proper condition, incorrectly used or not used at all.

**6.17 Standard A4.4 — Access to shore-based welfare facilities**

- 6.17.1 The shipowner shall:
- 1) Take measures to ensure that adequate welfare facilities and services are provided for seafarers in designated ports of call and that adequate protection is provided to seafarers in the exercise of their profession.
  - 2) Take into account, in the implementation of these measures, special needs of seafarers, especially when in foreign countries and when entering war and pirate zones, in respect of their safety, health and spare-time activities.
- 6.17.2 The shipowner shall encourage and take measures designed to expedite the free circulation among ships, central supply agencies and welfare establishments of welfare materials such as films, books, newspapers, and sports equipment for use by seafarers on board their ships and in welfare centres ashore.  
The shipowner shall encourage the organization of sports competitions in ports and participation of seafarers in sports activities.
- 6.17.3 The shipowner shall provide or ensure the provision of such welfare and recreation facilities and services as may be required for seafarers, in appropriate ports of the country.  
These facilities may include:
- 1) Meeting and recreation rooms as required.
  - 2) Facilities for sports and outdoor facilities, including competitions.
  - 3) Educational facilities; and
  - 4) Where appropriate, facilities for religious observances and for personal counselling;
  - 5) Hotels or hostels suitable for seafarers shall be available where there is a need for them.
- 6.17.4 These facilities may be provided by making facilities designed for more general use available to seafarers in accordance with their needs.  
These accommodation facilities shall be open to all seafarers, irrespective of nationality, race, colour, sex, religion, political opinion or social origin and irrespective of the flag State of the ship on which they are employed or engaged or work. Without in any way infringing this principle, it may be necessary in certain ports to provide several types of facilities, comparable in standard but adapted to the customs and needs of different groups of seafarers.  
Information shall be disseminated among seafarers concerning facilities open to the general public in ports of call, particularly transport, welfare, entertainment and educational facilities, and places of worship, as well as facilities provided specifically for seafarers.  
Adequate means of transport at moderate prices shall be available at any reasonable time in order to enable seafarers to reach urban areas from convenient locations in the port.
- 6.17.5 All suitable measures shall be taken by the shipowner to inform the seafarers entering port about any special laws and customs the contravention of which may jeopardize their freedom.  
For the protection of seafarers in foreign ports, measures shall be taken to facilitate:
- 1) Access to consuls of their State of nationality or State of residence.
  - 2) Shore leave for seafarers as soon as possible after a ship's arrival in port.  
The ship masters shall take measures, whenever necessary, to ensure the safety of seafarers from aggression and other unlawful acts while ships are in their territorial waters.

**6.18 Standard A4.5 — Social security**

- 6.18.1 Social security protection shall include such branches of social protection as:
- 1) Medical care.
  - 2) Sickness benefit.
  - 3) Unemployment indemnity.
  - 4) Old-age benefit.
  - 5) Employment injury benefit.
  - 6) Maternity benefit.
  - 7) Invalidity benefit.
  - 8) Survivors' benefit.
- 6.18.2 Consideration shall be given to various ways in which comparable benefits will be provided by shipowners in compliance with the provisions of national laws and adequate collective bargaining agreements. Where such measures are adopted, seafarers covered by such measures shall be advised of the means by which various branches of social security protection will be provided.
- 6.18.3 The seafarers' employment agreement shall identify the means by which various branches of social security protection will be provided to the seafarer by the shipowner as well as any other relevant information at the

disposal of the shipowner, such as statutory deductions from the seafarers' wages and shipowners' contributions which may be made in accordance with the requirements of identified authorized bodies pursuant to relevant national social security schemes.

### **6.19 Standard A5.1.3 — Maritime Labour Certificate (MLCt) and Declaration of Maritime Labour Compliance (DMLC)**

- 6.19.1 Ships to which MLC, 2006 applies with a gross tonnage of 500 and over, engaged on international voyages or operated in ports or between ports of another country, shall carry the MLCt and DMLC. In order to obtain the above-stated documents, the ship shall be inspected by the competent authority of the flag State or recognized organization to which, according to the agreement, corresponding authorities are delegated. Ships which are not to carry the above-stated documents onboard, can also address to the recognized organization for the inspection on a voluntary basis. The MLCt and the DMLC models are specified in Appendices to the MLC, 2006 and shall be mandatory.

## **7 Inspection procedure**

- 7.1 Inspection procedure includes certification of Part II of the Declaration of Maritime Labour Compliance and the inspection per se.
- 7.1.1 The DMLC consists of two parts. Part I of the DMLC shall be drawn up by the competent authority, where the requirements of national legislation are indicated for compliance with the MLC, 2006 requirements relating to the above stated matters. Where national legislation precisely follow the requirements stated in the MLC, 2006, only a reference may be necessary. Where a provision of the MLC, 2006 is implemented through substantial equivalence as provided, this provision shall be identified and a concise explanation shall be provided. Where an is granted by the competent authority, the particular provision or provisions concerned shall be clearly indicated in Part I of the DMLC.
- 7.1.2 Part II shall be drawn up directly by the shipowner. In Part II, the shipowner shall provide measures which are taken to meet national legal provisions so that the provisions of the MLC, 2006 shall be complied with.
- 7.1.3 In addition, the shipowner shall indicate the following in the DMLC:
- 1) Occasions on which ongoing compliance with particular national requirements will be verified.
  - 2) Persons responsible for the verification and records to be taken.
  - 3) Procedures to be followed where non-compliance is noted.
- In Part II of the DMLC, the shipowner could make references to other more comprehensive documentation covering policies and procedures on board required by the ISM Code. The MLC, 2006 does not regulate the scope of information Part II of the DMLC shall contain. However, when forming the second part, the shipowner shall be guided by Appendix B5-I to the MLC, 2006 and consider that the inspection authorities use the first and second parts of the DMLC as the checklist gaining an impression of the national legislation of the State and local regulations of the shipowner. The less information the DMLC will contain, the more questions will be addressed to the crew during the verification.
- 7.1.4 The date of signing Part II of the DMLC by the shipowner shall be the same, or later than the date of registration of Part I by the Administration. It is not a case when the Administration reissues Part I of the DMLC which does not require any amendments to the existing Part II of the DMLC.
- 7.1.5 Measures to ensure the ongoing compliance with the MLC, 2006 shall include requirements for the shipowner and master to keep themselves informed of the latest advances in technology and scientific findings concerning workplace design, taking into account the inherent dangers of seafarers' work thereby guaranteeing a better level of protection of seafarers' working and living conditions on board.
- 7.1.6 The DMLC shall, above all, be drafted in clear terms designed to help all persons concerned, such as flag State inspectors, authorized officers in port States and seafarers, to check that the requirements are being properly implemented.
- 7.2 Inspection and certification of a ship are carried out by the recognized organization at the request of the shipowner. In some cases, the competent authority may reserve the right to carry out not only inspections but certifications as well.
- 7.2.1 The scope of inspection is as follows:
- 1) Primary inspection with issue of Interim Certificate for a period of six months.
  - 2) Initial inspection with issue of full-term Certificate for a period of five years on condition of its endorsement.
  - 3) Intermediate inspection is carried out between the second and third anniversary dates for the purpose of ensuring the continuing compliance with the MLC, 2006 requirements on board ship.
  - 4) Renewal inspection is carried out to renew the validity of MLCt starting on the date of completion of a five-year period.

- 5) Supplementary inspection is carried out to endorse the validity of the existing MLCt generally at the request of the recognized organization or supervising authorities.
- 7.2.2 The shipowner shall have on board any ship engaged in international voyages the following:
- 1) MLCt;
  - 2) DMLC;
- The MLCt is invalid without the DMLC, except for the Interim Certificate. After the inspection, copies of these documents and a copy of the report shall be posted in a place accessible to seafarers to read.
- 7.2.3 The certificate shall cease to be valid in any of the following cases:
- 1) If the relevant inspections are not completed within the established periods.
  - 2) If the certificate is not endorsed.
  - 3) when a ship changes flag;
  - 4) When a shipowner ceases to assume the responsibility for the operation of a ship.
  - 5) When substantial changes have been made to the structure or equipment covered in Title 3 of the MLC, 2006.
- 7.3 The inspection purpose shall be ensuring the compliance of the implementation of maritime labour with the MLC, 2006 requirements on board ship. RS shall carry out all types of inspections based on the application of the shipowner provided there is a relevant Agreement with the ship Flag Administration. In certain cases, when the shipowner applies for the first time for the inspection, an additional assignment shall be obtained from the Administration of the flag State, for example, Malta. Together with the application to RS, it is necessary to submit copies of some documents of title (flag flying document, document which confirms the delegation of the MLC, 2006 powers to the applicant from the legal shipowner, Minimum Safe Manning Document). Pursuant to IMO resolution A.1047(27), the Minimum Safe Manning Document contains the name of the company which operates the ship and is a shipowner according to the MLC, 2006. It is important that during the inspection there was a shipowner's representative on board as a person responsible for the MLC, 2006 or assignee to assist the crew with the inspection.
- 7.3.1 The cycle of inspections begins with the primary one.
- 7.3.1.1 The primary inspection shall be carried out in the following cases:
- 1) New ship when commissioning.
  - 2) Ship changes flag.
  - 3) Shipowner assumes the responsibility for the compliance with the MLC, 2006 requirements on board the ship which is new to the shipowner.
- 7.3.1.2 The primary inspection, as a rule, does not require to carry the Declaration on board ship, but there shall be a proof that the shipowner has applied for it to the competent authority (the Maritime Administration).
- 7.3.1.3 Before carrying out the primary inspection, the ship accommodations shall be inspected so far as Standard A3.1 (Conventions No. 92 and No. 133 for the existing ships) is concerned regarding the structure and equipment (all types of measurement of exposure harmful factors, seafarers' accommodation conditions, operation of conditioners and ventilation, etc.). Such sequence will allow the shipowner to obtain information about all deficiencies regarding accommodations and items which shall be requested to be removed for introducing into Part I of DMLC.
- 7.3.1.4 In case of positive results of the primary inspection, the Interim Maritime Labour Certificate may be issued provided that:
- 1) The ship has been inspected, as far as reasonable and practicable, for the matters listed in Appendix A5-I of the MLC, 2006, taking into account verification of items under subparagraphs below.
  - 2) The shipowner has demonstrated that the ship has adequate procedures to comply with the MLC, 2006.
  - 3) The master is familiar with the requirements of the MLC, 2006 and responsibilities for implementation.
  - 4) Relevant information has been submitted to the competent authority or recognized organization to issue the Declaration of maritime labour compliance.
- 7.3.1.5 The Interim maritime labour certificate shall be issued for a period not exceeding six months. No further interim certificate may be issued following the initial six months. The initial inspection shall be carried out prior to the expiry of the interim certificate to enable the issuance of the full-term (5 years) maritime labour certificate.
- 7.3.1.6 The primary inspection may be carried out under the operating conditions differing from the normal ones, with a full complement of crew on board ship.
- 7.3.1.7 Within 6 months from the moment of receiving the Interim MLC, the shipowner shall organize carrying out the initial inspection. The initial inspection consists of two stages: review of Part II of DMLC and the inspection per se.
- 7.3.1.8 The review process consists of the content analysis of Part II of DMLC and of ensuring its compliance with the requirements of the national laws specified in Part I of DMLC and also with the standards specified in normative documents of the shipowner. The review of Part II of DMLC, at the discretion of the shipowner, may be carried out in the shipowner's office, RS office before the ship inspection or directly on board the ship. Anyway, the review of Part II of DMLC shall precede the ship inspection.

- 7.3.1.9 When the review is carried out not on board ship, the shipowner, following the results of the favourable review of Part II of DMLC, shall receive the Letter of review which confirms that the measures developed by the shipowner have been reviewed by RS regarding the ship applied for and meet the national requirements specified in Part I of the Declaration and the requirements of Regulation 5.1.3 of the MLC, 2006. By the time of the inspection, the reviewed Part II of DMLC and Letter of review shall be on board the ship and presented to the inspector who carries out the inspection. The Letter of review shall be issued for a period of six months.
- 7.3.1.10 When during the review of Part II of DMLC, the inspector discovers any provisions which contradict the requirements of the MLC, 2006 or national laws, a serious deficiency shall be registered and the review results shall be deemed negative. No further actions related to the registration of the Letter of review or carrying out the inspection by the inspector shall be made until the situation is remedied.
- 7.3.1.11 After the favourable review of Part II of DMLC, the initial inspection shall be carried out onboard for the compliance with the MLC, 2006. In case of positive results of the inspection, the MLCt shall be issued for a period of five years.
- 7.3.1.12 The intermediate inspection shall be carried out between the second and third anniversary dates. In case of positive results, the inspector shall sign and stamp MLCt. Unless required, DMLC shall not be reviewed and approved during the intermediate inspection.
- 7.3.1.13 During the intermediate inspection, the compliance with the measures listed by the shipowner in Part II of the Declaration and taken by him between the inspections shall be checked for constant compliance with the requirements of the MLC, 2006 including all changes, if any, to Parts I and II of DMLC.
- 7.3.1.14 When it is required to carry out the intermediate inspection beyond the established period, additional instructions shall be requested from the Administration. After the reinstatement, MLCt shall be approved by the inscription: "validity is reinstated by the inspection in the scope of the initial one". If the inspection for the compliance with the MLC, 2006 is carried out not at the same time as the inspection for the compliance with the ISM Code, the MLC, 2006 deficiency shall be registered as well as the report according to the IACS Procedural requirement No. 17.
- 7.3.1.15 The renewal inspection shall be carried out before the date of completion of a five-year period.
- 7.3.1.16 When the renewal inspection has been completed within three months before the expiry of the existing Certificate, the new MLCt shall be valid from the date of completion of the renewal inspection for a period not exceeding five years from the date of expiry of the existing Certificate.
- 7.3.1.17 When the renewal inspection is completed more than three months before the expiry date of the existing Certificate, the new MLCt shall be valid for a period not exceeding five years starting from the date of completion of the renewal inspection.
- 7.3.1.18 When the renewal inspection is completed after the expiry date of the existing MLCt, the new MLCt shall be valid from the date of completion of the renewal inspection for a period not exceeding five (5) years starting from the expiry date of the existing MLCt.
- 7.3.1.19 The initial, intermediate and renewal inspections shall be carried out provided a ship is under the normal operating conditions, i.e. when the ship is not in dry dock or in cold lay-up.
- 7.3.1.20 Inspections consist of the following stages:
- 1) Opening meeting;
  - 2) Analysis of ship documents, crew documents and reporting documents by the inspector;
  - 3) Ship surveying with the evaluation of ship accommodations;
  - 4) Crew interview;
  - 5) Registration of reporting documents including the certification of Part II of the DMLC and issuance of the MLCt;
  - 6) Concluding meeting.
- 7.3.1.21 The opening meeting shall be held:
- 1) To introduce the inspector to the representatives of the ship inspected, to define roles of persons engaged in the inspection.
  - 2) To set up communication channels.
  - 3) To discuss and coordinate the inspection schedule.
  - 4) To determine rights and obligations of the parties during the inspection.
  - 5) To appoint the accompanying person.
  - 6) To answer questions from the ship administration, shipowner's representative.
  - 7) To introduce the inspector to safety regulations.
- The opening meeting shall be held before the inspection. The inspector (group of inspectors), master or his substitute and shipowner's representatives shall be present at the meeting. The head of the group of inspectors shall hold the meeting. He shall introduce the meeting participants to each other, explain purposes and methods of the inspection, confirm the scope and criteria, determine the period of holding the concluding meeting.



- 7.3.1.22 The inspector shall be provided with an office for his work on board ship. During the inspection, the inspector shall collect, analyze and assess the acquired information. The verifiable information serves as objective proofs of the compliance or non-compliance of the observed situation on board with the requirements of the MLC, 2006.
- 7.3.1.23 The inspector shall develop the inspection schedule taking into account seafarers' hours of work/rest. The night time shall not have negative effect on the inspector's ability to carry out the inspection. When required, adequate lighting shall be provided.
- 7.3.1.24 During the inspection, the inspector shall analyze a number of documents among which are:
- 1) Flag flying document.
  - 2) Ship ownership certificate.
  - 3) Sanitary certificate.
  - 4) Minimum Safe Manning Document.
  - 5) Crew list.
  - 6) bridge logbook;
  - 7) engine room logbook;
  - 8) Document which confirms the delegation of powers from the legal ship owner to the shipowner;
  - 9) Document (certificate) which confirms repatriation financial security.
  - 10) Document (certificate) which confirms shipowners' liability financial security.
  - 11) Certificates of previous inspections of RS and inspections of other authorities (PSC, FSC) regarding the compliance with the requirements of the MLC, 2006 on board.
  - 12) Identification documents of seafarers and seaman's books.
  - 13) Medical certificates.
  - 14) Diplomas and certificates of service attesting the personal safety training completed by seafarers on board ship.
  - 15) Records of hours of work.
  - 16) List of dangerous works.
  - 17) Copy of license or certificate or other private recruitment and placement service activity document.
  - 18) Copies of crew members' / seafarers' employment agreement.
  - 19) Collective bargaining agreement.
  - 20) Standard form of the seafarers' employment agreement (in English and in the working language(s)).
  - 21) Drinking water quality inspection certificate.
  - 22) Records of measurement of noise levels, vibration and other ambient factors in the workplace and in shipboard accommodation.
  - 23) Logs of regular inspections by the master.
  - 24) Crew members' medical reports.
  - 25) Crew members' training logs for accident prevention / permit-to-work log;
  - 26) On-board complaint procedure, etc.
- 7.3.1.25 Having reviewed the documents, the inspector shall do a survey of shipboard accommodation and workplace paying attention to the compliance with the MLC, 2006, national laws of sanitary standards, occupational safety requirements, and respect for seafarers' rights.
- 7.3.1.26 In order to confirm the objective proofs acquired by the inspector, the interview with several crew members shall be held after the inspection. During the interview held on a confidential basis, seafarers shall confirm the respect for their rights, requirements of the MLC, 2006 on board ship. When required, during the interview, seafarers may complaint to the RS inspector.
- 7.3.1.27 If during the inspection, the inspector discovers any facts of non-compliance with the requirements of the MLC, 2006 or national laws, they shall be registered by the inspector and documented by a deficiency certificate.
- 7.3.1.28 By degree of seriousness of non-compliance with the requirements of the MLC, 2006, the following types of non-compliances are prescribed by RS: observation, deficiency and serious deficiency. Non-compliance seriousness shall be determined by the ILO inspector based on the provisions of the MLC, 2006, with respect to his professional judgment.
- 7.3.1.29 When a situation cannot be identified as a deficiency or serious deficiency but can cause a deficiency, such fact can be identified as an observation. The observation shall be registered as appropriate and reported. This fact can be considered as a warning to the shipowner.
- 7.3.1.30 When there are objective proofs of a serious breach of the requirements of MLC, 2006 regarding the work and rest of seafarers, violation of basic rights of seafarers including cases of racial, religious or gender discrimination, the ILO inspector shall register this fact as a serious deficiency.
- 7.3.1.31 The Administration shall be advised of all serious deficiencies revealed during the inspection including degraded ones.

- 7.3.1.32 When a serious deficiency is revealed, the shipowner shall take immediate measures to remedy or degrade it to a deficiency. Degradation can be after the shipowner has taken measures to eliminate danger to safety and health of seafarers or violation of their rights.
- 7.3.1.33 In this case, the inspector shall consider the following:
- 1) Possibility of remedy in port during the inspection.
  - 2) Voyage duration and nature.
  - 3) Nature of danger to crew, possible danger to health of seafarers.
  - 4) Seriousness of non-compliance with the requirements of the MLC, 2006, of violation of basic rights of seafarers.
  - 5) History of deficiencies on board.
  - 6) Sizes and type of ship and equipment used on board.
  - 7) Nature of loads transported.
  - 8) Number of deficiencies revealed during the inspection.
  - 9) Requirements of ship documents (Minimum Safe Manning Document).
  - 10) Sanitary and hygienic condition of ship.
  - 11) Compliance with the requirements regarding hours of work and rest.
  - 12) Nature of deficiencies revealed during previous inspections and surveys.
- 7.3.1.34 When serious deficiencies cannot be remedied on board with regard to qualitative features of a deficiency, the inspector can degrade them to a deficiency provided the shipowner submits the approved by the inspector plan of corrective actions. The period of corrective actions shall not exceed 3 months from the date of the inspection expiry. For purposes of checking the performance of corrective actions, the chief inspector shall schedule the additional inspection which is to be carried out within the period of time coordinated with the shipowner not exceeding three months.
- 7.3.1.35 When serious deficiencies have not been remedied on board or degraded, the MLCt is not approved and not issued.
- 7.3.1.36 MLC cannot be issued, approved or prolonged unless the inspector has a confirmation that all deficiencies revealed during the inspection are remedied or that the plan of corrective actions is provided by the shipowner and approved by the inspector.
- 7.3.1.37 When following the results of the inspection at least one deficiency certificate has been issued and the deficiency is not remedied during the inspection, the shipowner shall develop corrective measures to remedy the situation before the date of the inspection expiry, and coordinate them with the inspector.
- 7.3.1.38 The shipowner shall analyze the deficiency causes using deficiencies not remedied during the inspection. In addition to corrective measures, the shipowner shall develop corrective actions, i.e. measures to prevent deficiency reiteration. The developed measures shall be entered into relevant fields of the deficiency certificate (Part II, Corrective action plan – CAP).
- 7.3.1.39 CAP shall be forwarded to RS for approval not later than 1 month from the date of the inspection expiry. Additional materials and/or documents confirming their adequacy may be attached to CAP. CAP shall contain the scheduled time for the implementation of corrective actions which shall not exceed 3 months from the date of the inspection expiry. By written agreement with RS, the time for CAP submission for approval can be increased.
- 7.3.1.40 The shipowner shall inform RS of the performance of the coordinated corrective actions. Additional materials and/or documents confirming the CAP implementation may be attached to the notification. RS shall control the timely implementation of the approved CAP by the shipowner. Any violation of the agreed time period for deficiencies remedy shall constitute grounds for the cancellation of the Certificate or Statement of Compliance.

## **8 Standard A5.1.4 – Inspection and enforcement**

- 8.1 Labour compliance may be inspected by the inspectors of the flag State. Inspectors provided with proper credentials under the national law
- 8.2 Inspectors shall at a minimum be empowered:
- 1) To board ships freely and without previous notice; however, when commencing the ship inspection, inspectors shall provide notification of their presence to the master or person in charge and, where appropriate, to seafarers or their representatives.
  - 2) To question the master, seafarer or any other person, including the shipowner or shipowner's representative, on any matter concerning the application of the requirements under legislation, in the presence of any witness that the person may have requested.
  - 3) To require the production of any books, log books, registers, certificates or other documents or information directly related to matters subject to the inspection, in order to verify their compliance with the national legislation implementing the MLC, 2006.
  - 4) To enforce the posting of notices required under the national legislation implementing the MLC, 2006.

- 5) To take or remove, for the purpose of analysis, samples of products, cargo, drinking water, provisions, materials, and substances used or handled.
- 6) Following the inspection, to immediately bring to the attention of the shipowner, operator of the ship or master, deficiencies which may affect the health and safety of those on board ship.
- 7) To alert the competent authority and, if applicable, recognized organization to any deficiency or abuse not specifically covered by existing laws or regulations and submit proposals for the improvement of the laws or regulations.
- 8) To notify the competent authority of any occupational injuries or diseases affecting seafarers in such cases and in such manner as may be prescribed by legislation.
- 9) When required, inspectors shall take the necessary measures so that duly qualified technical experts and specialists may be called upon, as needed, to assist in the work of inspectors.  
When a sample referred to is being taken or removed, the shipowner or shipowner's representative, and where appropriate - a seafarer concerned, shall be notified. A sample may be taken or removed by either inspector or assisting expert in the presence of the inspector. The quantity of such samples shall be properly recorded by the inspector.

## **9 Standard A5.1.5 - On-board complaint procedures**

- 9.1 Subject to any relevant provisions of national laws and applicable collective bargaining agreement, the shipowner shall develop the on-board complaint procedure based on the model proposed by the competent authority .
- 9.2 When developing these procedures, the following matters shall be considered:
  - 1) Many complaints may relate specifically to those individuals to whom the complaint is to be made or even to the master of the ship. In all cases, seafarers shall also be able to complain directly to the master and to make a complaint externally.
  - 2) In order to help avoid problems of victimization of seafarers making complaints about matters under the Convention, the procedures shall encourage the nomination of a person on board who can advise seafarers on the procedures available to them and, if requested by the complainant seafarer, also attend any meetings or hearings into the subject matter of the complaint.
- 9.3 At a minimum, the procedures discussed during the consultative process shall include the following:
  - 1) Complaints shall be addressed to the head of the department of the seafarer lodging the complaint or to the seafarer's superior officer.
  - 2) The head of department or superior officer shall then attempt to resolve the matter within prescribed time limits / the established period appropriate to the seriousness of the issues involved.
  - 3) If the head of department or superior officer cannot resolve the complaint to the satisfaction of the seafarer, the latter may refer it to the master, who shall handle the matter personally.
  - 4) Seafarers shall at all times have the right to be accompanied and to be represented by another seafarer of their choice on board the ship concerned.
  - 5) All complaints and decisions on them shall be recorded and a copy shall be provided to the seafarer concerned.
  - 6) If a complaint cannot be resolved on board, the matter shall be referred ashore to the shipowner, who shall be given an appropriate time limit for resolving the matter, where appropriate, in consultation with the seafarers concerned or any person they may appoint as their representative.
  - 7) In all cases, seafarers shall have a right to file their complaints directly with the master and shipowner and the competent authority.
- 9.4 Example of deficiencies:
  - 1) The complaint procedure does not contain relevant contact information.
  - 2) The complaint procedure is not in conformity with national legislation.
- 9.5 Examples of serious deficiencies:
  - 1) The complaint procedure is not available on board.

## **10 Regulation 5.2.1 – Inspections in port**

- 10.1 The shipowner shall be familiar with the matters of politics concerning the circumstances which require the ship detention during inspections in port by the port State according to the available memoranda of understanding regarding the port state control. When developing a policy relating to the circumstances warranting a detention of the ship, the inspector shall consider that, with respect to the breaches, the seriousness could be due to the nature of the deficiency concerned. This would be particularly relevant in case of violation of fundamental rights and principles or seafarers' employment and social rights. For example, the employment of a person who is under age shall be considered as a serious breach even if there is only one such person on board.

- 10.2 In other cases, the number of different defects found during a particular inspection shall be taken into account: for example, several instances of defects relating to accommodation or food and catering which do not threaten safety or health might be needed before they shall be considered as a serious deficiency. The shipowner shall be entitled to be indemnified against any damages or losses incurred as a result of illegal or unwarranted actions associated with the inspector's authorities.
- 10.3 When dealing with the port authorities, the shipowner or his representatives shall know the MLC, 2006 requirements regarding inspections by the port Administration.
- 10.3.1 First, the Maritime Labour Certificate (MLC) and the Declaration of maritime labour compliance (DMLC) shall be the primary proof of the compliance with MLC, 2006. The inspection in port shall be limited to the verification of these documents, except for the cases provided in the Code.
- 10.3.2 Second, a tightened inspection shall be required when:
- 1) The required documents are not produced or maintained or are falsely maintained or that the documents produced do not contain the information required by the Convention or are otherwise invalid.
  - 2) There are clear grounds for believing that the working and living conditions on the ship do not conform to the requirements of the Convention.
  - 3) There are reasonable grounds to believe that the ship has changed Flag for the purpose of avoiding compliance with the Convention.
  - 4) There is a complaint alleging that specific working and living conditions on the ship do not conform to the requirements of the Convention.
  - 5) Working and living conditions of seafarers believed to be defective could constitute a clear hazard to the safety, health or security of seafarers.
  - 6) When there are grounds to believe that any deficiencies constitute a serious breach of the requirements of the Convention (including seafarers' rights).
- 10.3.3 Third, the ship shall be detained when:
- 1) The conditions on board are clearly hazardous to the safety, health or security of seafarers.
  - 2) The non-conformity constitutes a serious or repeated breach of the requirements of the Convention (including seafarers' rights).
- Pursuant to the MLC, 2006, each Member shall make all possible efforts to avoid a ship being unduly detained or delayed. The burden of proof in each case shall be on the complainant.
- 10.4 An alternative to the detention shall be:
- 1) Proposal of the inspector to rectify any non-conformities on board.
  - 2) Approval of a plan of actions to rectify serious non-conformities when there are proofs that the plan will be implemented in an expeditious manner.
- 10.5 Examples of non-conformities which most likely can cause the detention are as follows.
- 1) The presence on board a ship of any person under the age of 16 (para 1 of Standard A1.1).
  - 2) The engagement of seafarers under the age of 18 where the work is likely to jeopardize their health or safety (para 4 of Standard A1.1) or night work (paras 2 and 3 of Standard A1.1).
  - 3) Insufficient manning level (Regulation 2.7 and Standard A2.7).
  - 4) Any other deficiencies which violate fundamental rights and principles or seafarers' employment and social rights under Articles III and IV.
  - 5) Any non-conformities which violate fundamental rights (for example, identification of inadequate accommodations because of race or sex or union activity of such seafarers).
  - 6) Reiterated cases when seafarers do not hold a valid medical certificate attesting that they are medically fit to perform their duties (Standard A1.2).
  - 7) Seafarers' work often exceeds maximum hours of work (para 5 a) of Standard A2.3) or they are not provided with minimum hours of rest (para 5 b) of Standard A2.3).
  - 8) Ventilation and/or air conditioning or heating systems do not function properly (para 7 of Standard A3.1).
  - 9) Accommodation including catering and sanitary facilities do not comply with the hygienic requirements or the equipment is non-available or does not function (para 11 of Standard A3.1 and para 2 of Standard A3.2; para 1 of Regulation 4.3).
  - 10) Food and drinking water supplies do not comply with the voyage requirements in respect of quantity and quality (para 2 of Standard A3.2).
  - 11) Ship does not carry a medical guide, medicine chest or medical equipment required (para 4 a) of Standard A4.1).
  - 12) Ships carrying 100 or more persons and ordinarily engaged in international voyages of more than three days' duration do not carry a qualified medical doctor or at least one seafarer competent to provide medical care (para 4 b) and c) of Standard A4.1).
  - 13) Reiterated cases of nonpayment of wages, or nonpayment of wages for a long period, or falsification of wage slips, or there are several accounts of the payments due (paras 1 and 2 of Standard A2.2).

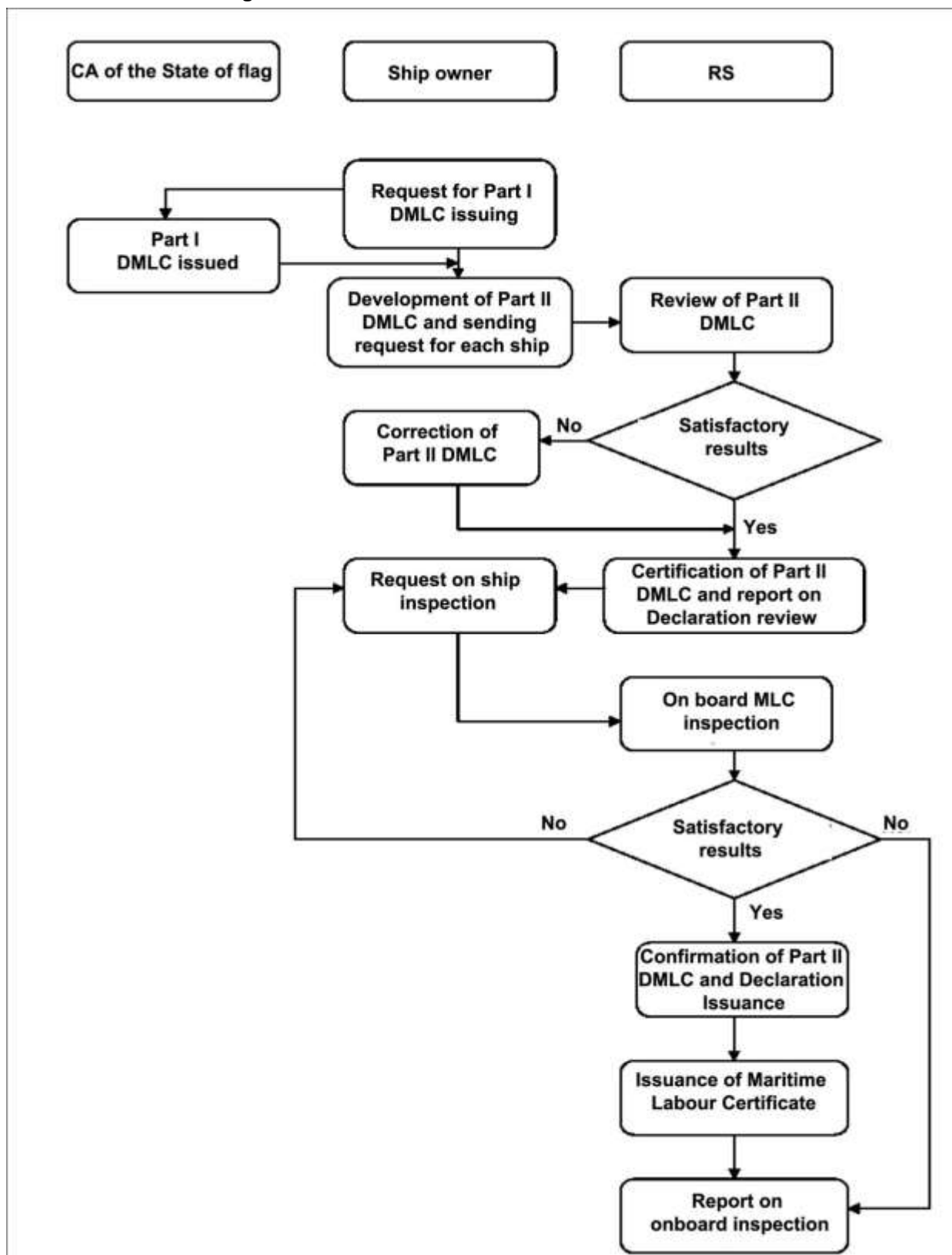
- 14) Seafarers on board the same ship often do not have valid seafarers' employment agreements, or the agreements contain provisions which deny seafarers' rights (para 1 of Regulation 2.1).

## **11 Standard A5.2.2 - Onshore seafarer complaint-handling procedures**

- 11.1 Where a complaint is dealt with by an authorized officer, the officer shall first check whether the complaint is of a general nature which concerns all seafarers on the ship, or a category of them, or whether it relates only to the individual case of the seafarer concerned.
- 11.2 If the complaint is of a general nature, consideration shall be given to undertaking a more detailed inspection of the ship.
- 11.3 If the complaint relates to an individual case, an examination of the results of any on-board complaint procedures for the resolution of the complaint concerned shall be undertaken. If such procedures have not been explored, the authorized officer shall suggest that the complainant take advantage of any such procedures available. There shall be good reasons for considering a complaint before any on-board complaint procedures have been explored. These would include the inadequacy of, or undue delay in, the internal procedures or the complainant's fear of reprisal for lodging a complaint.
- 11.4 In any investigation of a complaint, the authorized officer shall give the master, shipowner and any other person involved in the complaint a proper opportunity to make known their views.
- 11.5 In the event that the flag State demonstrates, in response to the notification by the port State that it will handle the matter, and that it has in place effective procedures for this purpose and has submitted an acceptable plan of actions, the authorized officer may refrain from any further involvement with the complaint.
- 11.6 Example of deficiencies:
- 1) The complaint procedure is not in conformity with national legislation.
  - 2) The complaint procedure does not contain relevant contact information.
- 11.7 Examples of serious deficiencies:
- 1) The complaint procedure is not available on board.

### Annex A

1. Flowgraph of the algorithm of general interaction of RS with the shipowner and CA of the flag State if there is an assignment for the review of Part II of DMLC



2. Flowgraph of the algorithm of general interaction of RS with the shipowner and CA of the flag State if there is no assignment for the review of Part II of DMLC

