



MLN 1.4.8

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DEPARTMENT OF ECONOMIC DEVELOPMENT

MLN Title 1.4.8

This MLN provides advice to seafarers signing on ships flying the Flag of a State which has not ratified the Maritime Labour Convention (MLC).

Documents referred to in this notice: Maritime Labour Convention 2006

Most regulations and notices are available on the Isle of Man Government website: www.iomshipregistry.com or by contacting marine.survey@gov.im

1. General

Standard A1.4.8 of the Maritime Labour Convention, 2006 (MLC) places an obligation on ratifying states to advise, as far as practicable, its nationals of the possible problems of signing on a ship flying the flag of a state which has not ratified the MLC.

1.1 The MLC provides protection for seafarers because:

- it sets out clearly the responsibilities of shipowners to their seafarers. The shipowner is ultimately responsible for meeting MLC requirements, even when the seafarer is employed by/recruited through a recruitment and placement service;
- documentation is required which makes clear the standards of living and working conditions which apply on board;
- it requires flag States to carry out a maritime labour inspection twice in every 5 years, to ensure those living and working conditions are being fully met by the shipowner, and that where complaints are made by the seafarer, steps are taken to ensure they are investigated and resolved. The MLC inspection covers all aspects of the seafarer's living and working conditions as defined by the MLC. Following a successful inspection the ship may be issued with a certificate valid for 5 years.

If a seafarer works on a ship which is registered with a flag State which has not ratified the MLC, the seafarer may not enjoy the same level of protection provided for by the MLC. Instead the flag State may only be subject to a selected patchwork of conventions (or none at all) which the MLC replaces and updates and protection for the seafarer would not therefore be guaranteed.

Some of the protections provided by the MLC may be provided under other international conventions, if the flag state of the vessel is a signatory to those conventions, mainly STCW convention and ISM Code.

2. Recruitment and Placement

There would be no requirement for the shipowner to use a Recruitment Agency meeting MLC standards. As a result this may mean the seafarer is charged for services which it would not be permitted to charge for under the MLC. Although some flag States' national legislation may regulate recruitment and placement services, responsibility for ensuring a ship complies with the MLC lies with the shipowner.

3. Seafarer Employment Agreement (SEA)

The seafarer may not enjoy the benefit of a clear, individual, Seafarer Employment Agreement (SEA) which sets out the important aspects of the seafarer's contract of employment. This includes:

- a requirement that the seafarers employment agreement contains particulars of applicable health and social security provisions;
- the seafarers entitlement to repatriation;
- important protections concerning minimum notice periods, including termination by the seafarer on compassionate grounds.

4. Wages

The seafarer may not enjoy the protection of the Convention's standards on the payment of wages at the rate set out in his/her SEA, the regularity of payments and statements, the limitations on administrative charges and provision for allotments as described in the MLC.

5. Hours of Work

Most commercially operated ships are covered by the requirements of the ISM Code and STCW with regard to hours of work. By working on a non-MLC ship there is a danger that the seafarer may be required to work excessive hours and may not receive the rest and/or leave to which they are entitled. This can result in fatigue, compromising the safety of the vessel. The MLC sets maximum hours of work, minimum hours of rest.

Under the MLC, the maximum hours of work shall not exceed: 14 hours in any 24-hour period; and 72 hours in any seven day period; or the minimum amount of rest shall be ten hours in any 24-hour period; and 77 hours in any seven-day period. A non-MLC compliant ship may not provide for the monitoring of hours of work with the provision of an endorsed record of working time to be provided to the seafarer.

6. Repatriation

The seafarer may not be repatriated at the shipowner's expense in accordance with the standards laid down in MLC. Under MLC a seafarer is entitled to be repatriated at no costs to them except in certain specified circumstances, for example, if:

- their employment agreement expires when they are abroad;
- it is terminated by the shipowner; or
- the seafarer for justified reasons can no longer carry out their duties.

7. Compensation in the event of injury or loss of employment arising from the loss or foundering of the ship

The seafarer may not be entitled to compensation in the event of injury, loss or unemployment, following the loss or foundering of the ship, which the shipowner is obliged to provide under the MLC. Detailed provisions on this are prescribed by a ratifying flag State.

8. Crew accommodation

The seafarer may not enjoy the standards of crew accommodation and recreational facilities prescribed by the MLC. In particular, the aspects of crew accommodation covered by the MLC are the size of rooms and other accommodation (including storage) spaces, heating and ventilation, noise and vibration and other ambient factors, sanitary facilities, lighting and hospital accommodation.

9. Food and drink

The seafarer may not be provided with food and drinking water, prepared hygienically by suitably qualified persons, to the standards required under the MLC. The MLC requires that catering facilities onboard should permit seafarers to receive adequate, varied and nutritious meals prepared and served in hygienic conditions.

10. Medical care

The seafarer may not be given access to prompt and adequate medical care on board ship and ashore which the shipowner is obliged to provide under the MLC, which entitles seafarers to visit a qualified medical doctor or dentist without delay in ports of call at no costs to themselves.

11. Shipowner liability for sickness, injury or death

One of the main benefits for the individual seafarer that MLC provides is protection provided by the shipowner from the consequences of sickness, injury and death occurring in connection with their employment. MLC provides for minimum standards of compensation and underpinning assurance of compensation in the event of death or long term disability due to occupational injury, illness or hazard.

The MLC requires that shipowners are obliged to: bear the costs of medical care, treatment, medicines and board and lodgings until the seafarer has recovered or until the sickness has been declared to be permanent for at least a period of 16 weeks should the illness persist to that extent, and to pay full wages as long as the sick or injured seafarer remains on board or until repatriation. After repatriation this obligation continues for at least the 16 week from the occurrence. This cover will not be mandatory when serving on ships that are not subjected to MLC requirements.

12. Seafarer complaints

The ship may not have a procedure in place for onboard complaints meeting MLC standards, and the flag State may not have a system for investigating complaints about living and working conditions raised by seafarers.

For onboard complaints, MLC provides that the seafarer has the right to be accompanied or represented, and that there must be safeguards against victimisation for filing complaints.