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|  | CIRCULAR 2016-001 | | |
| | DEPARTMENT OF MARINE SERVICES AND MERCHANT SHIPPING (ADOMS) | | |
| | Maritime Labour Convention 2006 Guidance | <table border="1"> <tr> <td style="text-align: center;">Ref</td> <td style="text-align: center;">MLC 2006</td> </tr> </table> | Ref |
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**Companies having registered their ships under the flag of Antigua and Barbuda,
Ships registered under the flag of Antigua and Barbuda,
Authorised Recognized Organizations (ROs)**

This Circular was previously issued as Circular 2014-003. Since that time a number of issues have been clarified so this circular has been issued to include further advice and information on a number of topics as of December, 2016.

1. Introduction

Antigua and Barbuda ratified the Maritime Labour Convention (MLC) 2006 in August 2011 and completed the Merchant Shipping (Maritime Labour Convention 2006) Regulations 2012 to give effect to it. Circular 2014-003 previously covered this topic. Since that guidance was published a number of changes have been made and this Circular is issued to bring the published information for shipowners, seafarers and Recognized Organizations up to date with the current position.

The MLC received its full total of ratifications to bring it into force in August 2012 and therefore it came into force internationally on 20th August 2013.

The MLC is fully open to Port State Control (PSC). The flag State’s legislation is required to interpret and give effect to the requirements of the MLC. Therefore, the Declarations of Maritime Labour Compliance Parts I and II are of critical importance as they provide the standards against which inspections are carried out.

Part I states in simple form the requirements of national law, Part II states the measures that the shipowner has adopted on board to actually give them effect. It is effectively these two documents that form the basic inspection standard for the issuance of a Maritime Labour Certificate or for any PSC or other inspection.

2. Application

The MLC applies to all seafarers (Article II.2 MLC), and to all ships, whether publicly or privately owned, ordinarily engaged in commercial activities (other than fishing vessels and similar and primitive vessels) (Art II.4 MLC.). That means that the MLC is applicable to vessels of under 500 GT as well as to larger vessels and it applies to, for example, small cargo ships under 500 GT certificated under the Code of Safety for Caribbean Cargo Ships (CCSS) and to small vessels certified under the Code of Safety for Small Commercial Vessels Operating in the Caribbean (SCV). There are no exceptions.

3. Legislation changes

The Antigua and Barbuda Merchant Shipping (Maritime Labour Convention 2006) regulations 2012 were made on 2nd August, 2012. These regulations are available on the ADOMS website.

The regulations do not make any substantive changes to the requirements in the Convention; instead they expand on the detailed requirements of the Convention.

The 2012 regulations also include a number of substantial equivalences that have been agreed as allowed by Article VI of the Convention. These are also included in the text of the DMLC Part I and therefore will not be required to be completed separately on the certificate.

The Merchant Shipping Act 2006 has been amended to remove the requirements for Crew Articles and other prescriptive elements that do not follow the MLC standards. Ships that comply with the Merchant Shipping (Maritime Labour Convention 2006) Regulations will not have to carry and use a crew agreement as the Seafarer Employment Agreement required by the MLC superseded this system.

The schedule of the 2012 regulation will be updated to reflect the requirements for financial security certification which come into effect on 18th January 2017 following amendments to Standards A2.5.2 and A4.2. Another Circular will give more detail on the implementation of these amendments.

4. Certification for the MLC

The MLC requires all ships of 500 GT or more to carry a Maritime Labour Certificate. Carriage of a certificate is not mandatory for vessels of less than 500 GT but such a certificate can be issued on a voluntary basis if requested.

Whether certificated or not, all commercial ships trading internationally must comply with the MLC.

ADOMS therefore recommends that operators of vessels of less than 500 GT should apply voluntarily for a certificate of compliance as soon as they have made arrangements to comply in order to reduce the potential for problems with PSC.

For vessels of less than 200 GT not engaged in international voyages (in other words, operating only in domestic waters) the MLC allows the flag State to adopt a different approach and ADOMS has issued Local Circular 2012-010 to advise local operators of the relaxations that can be allowed. The Caribbean SCV Code 2017 also addresses some relevant issues with this type of vessel.

5. Maritime Labour Certificate

A Maritime Labour Certificate is in three parts:

i. The actual certificate

It looks very similar to any standard ship's statutory certificate and states the ship's details, the fact that the ship complies, and the dates of inspections and validity. It will

normally be valid for 5 years.

- ii. The Declaration of Maritime Labour Compliance Part I. (DMLC Part I)
This is an integral part of the Maritime Labour Certificate and must be attached to it. It is prepared by the flag State and states in simple terms the content of the flag State's laws that give effect to the Convention. It is the reference source for inspectors both for certification and for inspection.

A copy of the text of the Antigua and Barbuda DMLC Part I which has been updated to reflect the 2014 amendments to the MLC is attached at Appendix I for reference.

- iii. The Declaration of Maritime Labour Compliance Part II. (DMLC Part II)
This is issued in blank form by the flag State and completed by the shipowner for each ship. Like the Part I it is an integral part of the certificate and must be attached to it. It states in brief detail the measures that are in place in that ship and within that company, to give effect to the 16 key measures of the Convention set out in the DMLC Part I.

A copy of the DMLC Part II in "Word" format for completion by the shipowner is available on the website (www.abregistry.ag) or directly from ADOMS.

In completing the DMLC Part II shipowners should be guided by the sample in Appendix B5-1 to the MLC where illustrations showing how it should be completed are given. It is important that this document gives sufficient details of measures taken: it may refer to other specific documents for more detail, but if so it should also describe briefly what those documents cover and measures which should be in place to ensure adequate control and verification by the shipowner of such documents. If the shipowner (as per MLC Certificate) is not named on the Financial Security Certificate, then the link between the shipowner specified on the certificate and that on the MLC certificate must be clear in the DMLC Part II.

6. Definition of "Seafarer"

The MLC defines seafarer to include:

"Any person who is employed or engaged or works in any capacity on board a ship"

This definition, unlike some previous legislation on crewing matters, includes the ship's master. It is recognised, however, that some persons working on board, such as pilots cannot readily be covered by the requirements of the Convention given the nature of their work on board. Accordingly the ILO adopted Resolution VII which gives some guidance on interpretation.

Using this guidance, for Antigua and Barbuda ships, the term seafarer in the regulations should be taken to include the master and everyone working on board including shopkeepers, resident entertainers, hairdressers and similar persons BUT:

"Seafarer" does **NOT APPLY** to persons whose work is not part of the routine business of the ship **and** whose principal place of business is ashore, for example, marine professionals such as harbour pilots, deep sea pilots, inspectors, superintendents, scientists, researchers, divers, specialist offshore technicians, supercargoes, industrial personnel and some special purposes personnel.

NOT INCLUDED in the definition of seafarer are those persons working on a ship on an occasional and short term basis such as specialist fitters, guest lecturers, repair technicians, surveyors and port workers. Security personnel carried on a temporary basis are also not considered as seafarers.

It is important that the carriage of any non-seafarers does not adversely affect the conditions for seafarers on board.

In case of doubt as to whether or not a particular person is a “Seafarer” in terms of the MLC regulations the final determination will be made by ADOMS.

7. Cadets

German students undertaking their shipboard training and sea service period and who are enrolled at a German maritime training university and on board purely for the period of shipboard service necessary to achieve their first certificate of competency may be regarded as Not Seafarers. This agreement covers only those students covered by the German law on this subject, who are not paid a salary by the shipowner and who have a training contract with the maritime university.

Similarly German school pupils, who are occasionally carried on a ship for a short work familiarisation period as defined by German law, may be regarded as Not Seafarers.

Other than the specific German cases which are covered by German national law, cadets, in accordance with ILO policy are generally regarded as seafarers.

8. Medical certification

The MLC specifies a minimum standard for seafarer medical certificates. Previously the standard required for these was either the one defined in ILO 73 or one which meets the STCW medical certificate standards. Medical certificates are valid for a maximum of 2 years.

9. Definition of Shipowner

The MLC defines the shipowner as the:

“Owner of the ship or another organisation 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 this convention, regardless of whether any other organisation or persons fulfil certain of the duties or responsibilities on behalf of the shipowner.”

The term “employer” is not used in the Convention and it is clear from this definition that the person or company who *“has assumed the responsibility for the operation of the ship”* is the shipowner for the purposes of the MLC including the signing of seafarer employment agreements.

However, from the last sentence of the definition, it is also clear that certain duties can be delegated – “on behalf of the shipowner”. Therefore a crewing agent can sign seafarer employment agreements on behalf of the shipowner if they have been contracted by the shipowner to do so. However even if this is the case, the agreement shall still effectively be

between the shipowner and the seafarer, and the responsibility for ensuring the MLC is complied with remains with the shipowner. Thus the shipowner must be named on the seafarer employment agreements. The names of crewing agents that the shipowner utilises and monitors should be readily apparent to an inspector or seafarer.

The shipowner is also the person who must be named on the DMLC Part II and who must sign that document. There must be only one “shipowner” and even if some of the responsibilities are delegated to a manager or an agent, the shipowner is still the person who must prepare and sign the DMLC Part II explaining how he has arranged for all the requirements of the MLC to be met. If he has legally delegated certain duties then that arrangement is required to be spelt out in the DMLC Part II.

It is envisaged that in most cases the MLC Shipowner will be the same entity as the ISM DOC Holder. If this is not the case the relationship between the two in carrying out their responsibilities under MLC shall be clearly specified in the DMLC Part II.

10. Completing the DMLC Part II

The amount of detail to be included in the DMLC Part II may vary depending on the processes that are adopted by each shipowner to give effect to the requirements. Where the requirements are given effect in the ship’s Safety Management System or in another Quality Management System for example, then a brief description (e.g. section headings) and cross references to the detailed requirements in those systems will suffice. Where the methods of meeting the requirements are not set out elsewhere, then a more complete entry for the DMLC Part II will be needed. The Appendix to the Convention gives guidance on the type of information needed. Whichever way it is approached, the requirement is that an auditor and the seafarers on board should be able to easily understand and verify the arrangements in place to give effect to all the requirements stated in the Part I.

The implementation of the MLC is closer to the process for ISM than to the process of certification for IMO Conventions and there are many areas where the regulations do not give precise instructions or exact requirements. For example, Title 3 of the MLC which deals with seafarer accommodation specifies that;

“Appropriate seafarer’s recreational facilities, amenities, and services, as adapted to meet the special needs of seafarers who must live and work on ships, shall be provided on board for the benefit of all seafarers, taking into account Regulation 4.3 and the associated code provisions on health and safety protection and accident prevention.”

The non-mandatory Part B of the Convention provides more detail on this subject and indicates that recreational facilities should be reviewed regularly and include as a minimum a bookcase, and facilities for reading and writing and, where practicable, playing games. It also suggests that consideration should be given to a range of other facilities, “where practicable”. The Antigua and Barbuda regulations incorporate Part B of the MLC for this area.

ADOMS has not, at this time, developed a precise set of prescriptive requirements for these aspects believing that the principles of the MLC are clear and that it is for each shipowner to set out his approach to meeting the requirements in his DMLC Part II and for the inspector making the assessment to ascertain if they adequately meet the requirements and the intent of the

Convention. ADOMS is of the view that a prescriptive set of regulatory requirements on standards such as these for A&B ships at this time would not be helpful.

However, the Administration will in the future look at a number of areas where accepted Unified Interpretations can be developed with a view to supporting such interpretations in order to facilitate owners and develop standards for these in line with internationally agreed standards when they emerge.

In order to fulfil the requirements for annual leave and public holiday entitlement the maximum length of any single employment period on board should be 327 days.

Where minor changes to the DMLC Part II occur, such as: a change of address, then the changes should be made with a note made at the foot of the document of what and when the change is effected and the updated copy sent to the appropriate RO for their records and any necessary reissuance of certification. A full review of the DMLC Part II will not be necessary in these circumstances so the original review date can remain on the DMLC Part II even if the issuance date of certification is at a later date.

11. Arrangements for inspection and certification

In common with the IMO Conventions, the Recognized Organizations (ROs) normally recognised by Antigua and Barbuda are authorised to carry out the inspections and certification for the MLC. The Convention requires that the Administration assess the capability of each RO to which delegation is to be given to fulfil the MLC requirements and this process is complete with an ongoing monitoring system in place.

As with surveys for other statutory certificates, shipowners should contact their Classification Society for MLC certification. Policy advice and interpretations will be provided by the ADOMS St. John's office.

Copies of the standard DMLC Part I have been sent to each Recognized Organization so that they will have this as a reference when contacted for inspection and certification.

12. Process for certification

The process of certification is as follows:

- i. The shipowner should examine the Convention, the Antigua and Barbuda Regulations and the generic DMLC Part I and assess the degree of compliance for the ship with these requirements,
- ii. The shipowner should introduce any changes in procedures or systems necessary to ensure compliance and then complete the DMLC Part II,
- iii. The shipowner should request the issue of a formal DMLC Part I from ADOMS for each ship,

- iv. The shipowner should request an inspection from the RO appointed for the issue of statutory certificates for the ship.

Although it is, in theory, possible to make the full review and inspection on board at a single visit, it is expected that, except in rare cases, the RO, on receiving a request for inspection, will require a copy of the DMLC Part I, the shipowner's completed DMLC Part II and any necessary supporting documentation such as complaints procedures and crew employment contracts for review and assessment at their offices ashore in advance of the on-board inspection.

Once the Part II and the supporting documentation has been reviewed, and any questions have been clarified and non-conformities addressed, the RO will be in a position to complete the on-board inspection to verify the ship's compliance with the arrangements before issuing certification.

13. Annual Report

ADOMS will publish an annual report as required by MLC Standard A5.1.4/13. This report will be based on data from a calendar year and will consolidate relevant data from all ADOMS offices and ROs.

14. Seafarer accommodation

The 2012 regulations clarify the application of Director's Directive 01-2008 which applies the two ILO Conventions on accommodation – ILO 92 and ILO 133. This Directive is now replaced by Directive 002-2013. The 2013 Directive also applies the ILO 92 and ILO 133 Conventions and requires that all existing ships carry a Certificate of Compliance or a similar document issued by an RO to state that the crew accommodation complies with the standards of the two ILO Conventions. The Directive also makes clear the fact that ships which have their keels laid after 20th August 2013 should comply with the crew accommodation standards in Title 3 of the MLC, not ILO 92 and 133.

A vessel joining the registry with a valid MLC Certificate will normally be considered to have met the requirements of the Convention with respect to seafarer accommodation.

With respect to such issues as noise and vibration, we would encourage both existing and new vessels to comply with guidance such as that contained in GL Guidelines for Compliance with MLC 2006 Noise and Vibration Requirements and also the IMO Code on Noise Onboard Ships (Resolution MSC.337(91)) which is mandatory with respect to ships of 1600 GT and over for which the building contract was placed on or after 1st July, 2014 or in the absence of a building contract, the keels of which are laid or which are at a similar stage of construction on or after 1 January 2015 or the delivery of which is on or after 1st July, 2018, in accordance with SOLAS II-1 regulation 3-12.

The Directive includes a general exemption from the ILO 92 requirement for separate mess rooms for Antigua and Barbuda ships. RO's will be able to quote from this exemption when issuing certificates of compliance for crew accommodation.

15. Electronic documents

Electronic systems may be used to record and manage seafarer's rest periods and are included in the Antigua and Barbuda regulations as a substantial equivalence. Any electronic system should be able to provide the bare requirements stated in the regulations which are:

- Ready access to his record for each seafarer,
- Access to a printed copy at any reasonable time,
- Records are endorsed electronically by the seafarer and the Master, or a person authorised by him,
- Records, once endorsed are protected against tampering and accessible to PSC officers and to Antigua and Barbuda inspectors,
- Records are retained for at least 3 years, and
- Maintained in a format recognisable similar to that in the IMO/ILO Guidelines.

Separate approval of such systems by ADOMS is not required, but the effectiveness of any system may be checked by a RO or by a flag State inspector, and of course is subject to Port State Control examination.

16. Exemptions

The MLC allows very limited options for exemption from Title 3 and none from the other parts. However exemptions must be agreed in consultation with the seafarer and shipowner's representatives or agreed through the Special Tripartite Committee at the ILO. Both processes are lengthy and uncertain and it is recommended that shipowners arrange for full compliance without seeking to rely on exemptions. It is considered very unlikely that ADOMS will be in a position to consider exemptions. In any case where an exemption is the only solution, the matter will be referred to the ADOMS headquarters at St. John's for consideration.

17. Administration contact

Regulation 5.1.5 of the MLC requires that seafarers are provided with a copy of the on-board complaints procedures which shall include contact details for the competent authority in the flag State. For reference the contact point for Antigua and Barbuda ships to meet this requirement is:

Chief Marine Surveyor
ADOMS St. John's
PO Box 1394 St. John's
Antigua and Barbuda
West Indies

Tel: +1 268 462 1273
Fax: +1 268 462 4358
Email: technical@abregistry.ag

December,2016

Appendix 1

Text of the Standard Version of the DMLC Part I for Antigua and Barbuda Ships.

Maritime Labour Convention, 2006

Declaration of Maritime Labour Compliance – Part I

(Note: This Declaration must be attached to the ship's Maritime Labour Certificate)

Issued under the authority of the

Antigua and Barbuda Department of Marine Services and Merchant Shipping.

With respect to the provisions of the Maritime Labour Convention, 2006 the following referenced ship:

| NAME OF SHIP | IMO NUMBER | GROSS TONNAGE |
|--------------|------------|---------------|
| | | |

is maintained in accordance with Standard A5.1.3 of the Convention.

The undersigned declares, on behalf of the **Antigua and Barbuda Department of Marine Services and Merchant Shipping**, that:

- (a) the provisions of the Maritime Labour Convention are fully embodied in the national requirements referred to below;
- (b) these national requirements are contained in the national provisions referenced below; explanations concerning the content of those provisions are provided where necessary;
- (c) the details of any substantial equivalencies under Article VI, paragraphs 3 and 4 are provided under the corresponding national requirements listed below;
- (d) any exemptions granted in accordance with **Title 3** are clearly indicated in the section provided for this purpose; and
- (e) any ship specific requirements under national legislation are also referenced under the requirements concerned.

1. Minimum age. (Regulation 1.1)

Merchant Shipping (Maritime Labour Convention, 2006) Regulations 2012, Schedule, Paragraph 1.

- a. *Minimum ages are those referred to in the Convention.*
- b. *Night means a period of 9 consecutive hours beginning no later than 21:00 and ending no earlier than 06:00.*
- c. *Young persons may engage in night work where it is part of a recognised training programme.*
- d. *Prohibited work for young persons, unless trained and certificated for that work includes the tasks listed in Guideline B.4.3.10 paragraph 2 of the Code and also hot work, work in enclosed spaces, work outboard or aloft and other work as the Administration may specify from time to time.*

2. Medical certification. (Regulation 1.2)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 2.

- a. *All seafarers must have a medical certificate.*
- b. *Certificates must conform to the standards in STCW and be issued following the procedures set out in the ILO/WHO Guidelines.*
- c. *Certificates issued by countries that are signatories to the STCW Convention are accepted.*

3. Qualifications of seafarers. (Regulation 1.3)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 3.

- a. *All seafarers whose role on board requires certification or other evidence of training must hold the appropriate certification or evidence of training as set out in the STCW Convention.*
- b. *All seafarers whose positions on board do not require training or certification under the STCW Convention must have received familiarisation training and instruction appropriate to their role on board before taking up their duties.*

4. Seafarer's employment agreements. (Regulation 2.1)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 5.

- a. *Every seafarer must have a current employment agreement which is agreed to in accordance with the conditions set out in Standard A2.1 of the Convention. A CBA may form part of the agreement.*
- b. *The agreement must contain all the particulars listed in Standard 2.1 paragraph 4 of the Convention. In lieu of birthplace the Administration accepts that the agreement may specify nationality as a substantial equivalent.*
- c. *Each seafarer shall receive a statement showing his record of employment on board which may be inserted in his Antigua and Barbuda Seafarer's Book, in a book issued by another administration, or in the form of a certificate provided that it does not contain any reference to quality of work or wages.*
- d. *Minimum notice period is 7 days. Seafarers may terminate an agreement without notice:*
 - i. *on compassionate grounds,*
 - ii. *if the ship is detained in respect of SOLAS or Loadline defects for 30 days or more,*
 - iii. *if the ship is arrested for 30 days or more, or is about to sail to a war zone to which the seafarer does not consent to go.*
- e. *Shipowners may terminate at less than 7 days notice when:*
 - i. *the ship is sold or lost,*
 - ii. *the seafarer is unable to continue to perform his duties due to illness or injury,*
or
 - iii. *the seafarer is determined to be incompetent or guilty of a serious disciplinary offence.*

5. Use of any licensed or certified or regulated private recruitment and placement service. (Regulation 1.4).

Merchant Shipping (Maritime Labour Convention, 2006) Regulations 2012, Schedule, Paragraph 4.

- a. *Recruitment services in Antigua must be licensed by ADOMS.*

- b. *Shipowners using recruitment and placement services in countries in which the Convention does not apply shall ensure, as far as practicable, that the services conform to the standards set out in Standard 1.4 of the Convention and shall have evidence that they have taken steps to verify this.*

6. Hours of work or rest. (Regulation 2.3).

Merchant Shipping (Maritime Labour Convention, 2006) Regulations 2012, Schedule, Paragraph 7

- a. *Hours of rest do not include short breaks of less than 1 hour,*
- b. *Every seafarer shall receive the hours of rest specified in Standard A2.3 of the Convention,*
- c. *Mandatory drills and training shall be arranged so as to minimise the disturbance to hours of rest,*
- d. *Hours of rest requirements may be breached in cases of emergency or other overriding operational condition provided that compensatory rest is provided on the conclusion of the situation,*
- e. *Seafarers who are engaged as watchkeeping officers or as ratings forming part of a watch or whose duties involve designated safety, prevention of pollution, or security duties may be exempted in part from the requirements of rest in Standard A2.3 provided that their rest hours conform to those set out in Chapter VIII of the STCW Convention (as amended in 2010),*
- f. *A table of shipboard working arrangements in the format published by the IMO/ILO is to be posted up. As a substantially equivalent measure in accordance with Article VI of the Convention the Administration accepts that the table may be in a format recognisably similar to the IMO/ILO published format.*
- g. *Records of seafarers daily rest hours shall be maintained in the published IMO/ILO format. As a substantially equivalent measure in accordance with Article VI of the Convention, the Administration accepts that the records may be in an electronic format provided that each seafarer:*
 - i. *has access,*
 - ii. *can obtain a printed copy, and*
 - iii. *is able to endorse his record electronically, and provided that the Master can also endorse the record electronically and the records are in a format recognisably similar to the IMO/ILO format and protected against tampering and available readily to auditors, inspectors and PSC officers.*

7. Manning levels for the ship. (Regulation 2.7)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 11.

- a. *There are to be sufficient seafarers on board to ensure the ship can be operated safely in all conditions,*
- b. *Manning in accordance with the ship's Safe Manning Document is deemed to be sufficient for determining the manning level.*

8. Accommodation. (Regulation 3.1).

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 12.

- a. *Seafarer accommodation is to meet the standards set out in Standard 3.1 paragraphs 6 to 17 of the Convention and the detailed guidance set out in Part B3.1 of the Convention.*

- b. *Seafarer accommodation in ships constructed before the entry into force of the Convention is to comply with the standards set out in ILO Conventions 92 and 133. A certificate of compliance issued by an RO is accepted as demonstrating compliance with ILO 92 and 133.*
- c. *Variations may be allowed in the interests of seafarers having differing and distinctive religious and social practices.*
- d. *The Master is to ensure that inspections are carried out at no more than monthly intervals and that, the inspections are recorded, the records are kept for at least 3 years, that any defects are recorded, and that defects are rectified promptly.*

9. On-board recreational facilities. (Regulation 3.1)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 12.

- a. *Recreational facilities must be provided.*
- b. *The scale and scope of the facilities is to be determined by the shipowner guided by the Guidelines in B3.1.11 of the Convention.*
- c. *Recreational facilities in ships constructed before the entry into force date of the MLC should comply with the standards in ILO Conventions 92 and 133.*

10. Food and catering. (Regulations 3.2)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 13

- a. *Food and drinking water is to be provided of appropriate quality, nutritional value and quantity appropriate for the number of seafarers and the planned duration of the voyage and at no charge to the seafarers.*
- b. *Organisation and equipment for the catering department is to be such that adequate, varied and nutritious meals can be prepared and served in hygienic conditions.*
- c. *If 10 or more crew are on board there must be a qualified cook. A Cook is qualified if he is 18 or more, has attended a cooks training course and holds a certificate, or he has five years service at sea with 4 years as second cook and received appropriate training, or he holds approved qualifications in cookery valid in a commercial cooking establishment.*
- d. *If the manning is less than 10 persons and there is no cook, the person processing food is to be trained and instructed in areas including food and personal hygiene and handling and storage of food. The training should be documented.*
- e. *If the cook is temporarily not available through exceptional circumstances or has had to leave the ship, ADOMS may issue a dispensation for up to one month or until the next port where the cook can be replaced provided the person taking over the role has received instruction or training in handling food, storage of food, and hygiene.*
- f. *Weekly inspections are to be carried out of food and water, spaces and equipment for storage and handling of food and water, galleys and equipment. Inspections and any deficiencies identified are to be recorded and deficiencies rectified promptly. Records of inspections are to be available for 2 years.*

11. Health and safety and accident prevention. (Regulation 4.3)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 16

- a. *The shipowner, so far as practicable shall,*

- i. *provide and maintain plant and equipment and systems of work that are safe and without risk to health,*
 - ii. *make arrangements for ensuring safety and the absence of risk to health in connection with the use, handling, storage and transport of articles and substances,*
 - iii. *provide the seafarers with information, instruction, training and supervision as necessary to ensure health and safety,*
 - iv. *maintain all workplaces in a safe and risk free condition, and provide and maintain an environment on board that is safe and without risk to health.*
- b.** *The shipowner shall prepare and keep up to date, a written statement of his general policy with respect to health and safety on board and the arrangements for carrying out the policy.*
 - c.** *Standards and practices are those set out in the ILO Code – accident prevention on board ships at sea and in port 1996, the UK Code of safe Working Practices for Merchant Seamen, and such guidance as ADOMS may publish.*
 - d.** *A copy of the Code of Safe Working Practices for Merchant Seamen is to be carried on board and may be in electronic form provided that all the seafarers have access to the sections relevant to their roles.*
 - e.** *The shipowner may not levy a charge for anything done in compliance with this section.*
 - f.** *All accidents, injuries and diseases occurring on board are to be reported to ADOMS in accordance with ADOMS requirements.*
 - g.** *When there are five or more seafarers there shall be a safety committee including representatives from all departments on board. The operation of the safety Committee shall be as set out in the Code of safe Working practices.*

12. On-board medical care. (Regulation 4.1)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 14.

- a.** *Every seafarer is to be provided whenever practical and where necessary with an opportunity to visit a doctor or a dentist ashore without delay at no cost to the seafarer.*
- b.** *The Master is to use the medical report form contained in the International Medical Guide for Ships, or in the Ship Captain's Medical guide or a similar publication to facilitate the medical treatment of seafarers ashore. Records are to remain confidential.*
- c.** *The Standards set out in Standard A4.1 paragraph 4 shall apply and the contents of the Annex to the Regulations regarding medical stores and medical training on board are mandatory.*

13. On-board complaint procedure. (Regulation 5.1.2)

Merchant Shipping (Maritime Labour Convention, 2006) Regulations, 2012, Schedule, Paragraph 19.

- a.** *There is to be a formal complaints procedure available to all seafarers on board which is designed to resolve complaints at the lowest possible level but which does not prevent a seafarer from making a complaint directly to the Master or to ADOMS if he considers it necessary.*
- b.** *Seafarers making a complaint may be accompanied or represented during the procedure,*
- c.** *The complaint system must include safeguards against victimisation,*
- d.** *The complaint system shall ensure at least that complaints are;*
 - i. *addressed to the head of department or to a superior officer,*
 - ii. *dealt with within 24 hours whenever practicable,*
 - iii. *if not resolved referred to the Master to be dealt with within 3 days,*
 - iv. *recorded,*

- v. *if not resolved on board, referred to the shipowner or his representative ashore to be resolved within one month.*
- e. *Every seafarer to be provided with a copy of the complaints procedure and with the contact at ADOMS to whom complaints can be referred and the contact details for the maritime authorities in his country of residence.*
- f. *Every seafarer to be provided with the name of a person on board who can provide impartial advice on a confidential basis on a complaint. As a substantial equivalent the Administration accepts that the identity of a position on board can be substituted for the name of a person.*

14. Payment of wages. (Regulation 2.2)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 6.

- a. *Definitions regarding wages are those in the MLC Guidelines B2.2.1 and B2.2.2*
- b. *Payment of wages to be at not greater than one month intervals,*
- c. *Seafarers to receive a monthly statement of wages specifying wages, additional payments, rate of exchange (where payment is made in a currency different from that in the seafarer's employment agreement).*
- d. *Seafarers are to have means to transmit all or part of their earnings to beneficiaries.*
- e. *The rate of exchange for transmission of earnings shall be that published internationally on the day of transmission and charges for transmission shall not exceed the charges levied by the banks making the transactions.*
- f. *The requirements of Guidelines B2.2.2 paragraphs 1,2,3 and 4 shall apply unless overwritten by a CBA.*
- g. *Normal hours for calculating basic pay shall be 48 hours per week and overtime shall be at not less than 1.25 times basic pay rate.*

15. Financial security for repatriation (Regulation 2.5)

Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule, Paragraph 9.

- a. *There shall be financial security in place to cover the cost of repatriation of seafarers. There shall be financial security to cover costs in the event of abandonment which shall provide direct access, sufficient coverage and expedited financial assistance.*
- b. *A seafarer shall be deemed to have been abandoned if the shipowner fails to cover the cost of the seafarer's repatriation, or has left the seafarer without the necessary maintenance and support, or has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two months.*
- c. *The ship shall post in a conspicuous place a certificate or other documentary evidence of financial security issued by a financial security provider acceptable to ADOMS.*
- d. *Assistance provided by the financial security system shall be granted promptly and shall be sufficient to cover the following:*
 - i. *Outstanding wages and other entitlements due from the shipowner to the seafarer under their employment agreement, the relevant collective bargaining agreement or the national law of Antigua and Barbuda, limited to four months of any such outstanding wages and four months of any such outstanding entitlements;*
 - ii. *All expenses reasonably incurred by the seafarer, including the cost of repatriation;*
 - iii. *The essential needs of the seafarer including such items as: adequate food, clothing where necessary, accommodation, drinking water supplies, essential fuel for survival on board the ship, necessary medical care and any other reasonable*

costs or charges from the act or omission constituting the abandonment until the seafarer's arrival at home; and.

- iv. Travel by appropriate and expeditious means, normally by air, and include provision for food and accommodation of the seafarer from the time of leaving the ship until arrival at the seafarer's home, necessary medical care, passage and transport of personal effects and any other reasonable costs or charges arising from the abandonment.*
- e. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to ADOMS.*
- f. The certificate or other documentary evidence referred to in Standard A2.5.2, paragraph 7, shall contain the information required in APPENDIX A2-1.*

**16. Financial security relating to shipowners' liability (Regulation 4.2)
Merchant Shipping (Maritime Labour Convention 2006) Regulations, 2012, Schedule,
Paragraph 15.**

- a. There shall be a system of financial security acceptable to ADOMS which assures compensation as provided by paragraph 1(b) of Standard A4.2.1 for contractual claims, meeting the following minimum requirements:*
 - i. The contractual compensation, where set out in the seafarer's employment agreement and without prejudice to subparagraph (iii) of this paragraph, shall be paid in full and without delay;*
 - ii. There shall be no pressure to accept a payment less than the contractual amount;*
 - iii. Where the nature of the long-term disability of a seafarer makes it difficult to assess the full compensation to which the seafarer may be entitled, an interim payment or payments shall be made to the seafarer so as to avoid undue hardship;*
 - iv. The seafarer shall receive payment without prejudice to other legal rights, but such payment may be offset by the shipowner against any damages resulting from any other claim made by the seafarer against the shipowner and arising from the same incident; and*
 - v. The claim for contractual compensation may be brought directly by the seafarer concerned, or their next of kin, or a representative of the seafarer or designated beneficiary.*
- b. Seafarers and ADOMS shall receive prior notification if a shipowner's financial security is to be cancelled or terminated.*
- c. Ships shall post on board in a conspicuous place a certificate or other documentary evidence of financial security issued by the financial security provider.*
- d. The financial security shall not cease before the end of the period of validity of the financial security unless the financial security provider has given prior notification of at least 30 days to ADOMS.*

Name: Title:

Signature:

Place:

Date:

(Seal or Stamp of the authority as appropriate)

Substantial Equivalencies

1. The following substantial equivalencies as provided under Article VI, paragraphs 3 and 4 of the Convention, except where stated above, are noted

.....

2. No equivalency has been granted.

Name:..... Title:.....

Signature:

Place:

Date:

(Seal or Stamp of the authority as appropriate)

Exemptions

1. The following exemptions have been as provided in Title 3 of the Convention are noted.

.....

.....

2. No exemption has been granted.

Name..... Title:.....

Signature:

Place:

Date:

(Seal or Stamp of the authority as appropriate)