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## **Maritime Labour Convention, 2006 (MLC): Important Advice for Seafarers signing on ships flying the Flag of a State which has not ratified the MLC**

**Notice to all Seafarers, Employment Agencies and Businesses**

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### **Summary**

The notice sets out to raise awareness amongst seafarers to the Maritime Labour Convention, 2006 (MLC) and how this will impact on seafarers' working lives. It aims to inform them of their assured level of protection, their rights and entitlements under the MLC, and will enable seafarers to make an informed decision whether they choose to work on a ship registered with a country which has not ratified the MLC.

### **1. Introduction**

- 1.1 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.
- 1.2 The MLC provides protection for seafarers because:
- 1.2.1 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;
  - 1.2.2 documentation is required which makes clear the standards of living and working conditions which apply on board;
  - 1.2.3 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.
- 1.3 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.
- 1.4 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 (Preamble page 1 and Article I(1)). Protection for the seafarer would not therefore be guaranteed.

- 1.5 However, 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. The International Convention on Standards of Training, Certification and Watchkeeping (STCW), adopted by the International Maritime Organization (IMO) contains provisions relating to medical examinations and certification, training and certification and minimum rest periods. A vessel that meets the STCW standards in these areas will also meet the minimum standards required under the MLC. In addition, the International Code for the Safe Management of Ships and Pollution Prevention (ISM Code) requires ship operators to have in place Safety Management Systems which are subject to annual flag state audits. These may provide for standards of health and safety protection and accident prevention that conform to the minimum standards of the MLC.

## **2. Recruitment and Placement**

- 2.1 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. In addition, there would be no requirement to use a recruitment and placement agency which: prohibits the use of lists intended to prevent or deter seafarers from gaining employment (A1.4 (paragraph 5(a)); ensures that seafarers can examine their employment agreements before and after they are signed (A1.4 (para 3 (c)(ii)); verify that seafarers recruited and placed by them are qualified (which has implications for safety) (A1.4 (para 3(c)(iii)). 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)**

- 3.1 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:
- 3.1.1 seafarer's employment agreement is accessible for review by officers of competent authorities including those in ports (A2.1 (para 1(d));
  - 3.1.2 collective bargaining agreement(s) incorporated into the seafarers employment agreement is/are available on board (A2.1 (para 2));
  - 3.1.3 a requirement that the seafarers employment agreement contains particulars of applicable health and social security provisions (A2.1 (para 4(h));
  - 3.1.4 the seafarers entitlement to repatriation (A2.1 (para 4 (i));
  - 3.1.5 important protections concerning minimum notice periods, including termination by the seafarer on compassionate grounds (A2.1 (para 4 (5)-(6)).
- 3.2 The seafarer also has the right to review their SEA before signing it, and must be given the opportunity to review it.

## **4. Wages**

- 4.1 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. (An allotment is a method by which shipowners provide seafarers with a means of transmitting all or part of their earnings in due time to their families by bank transfers or



similar means and any charge for this service should be reasonable (Standard A2.2.3-2.2.5)). The provision of such a facility is mandatory under the MLC.

## **5. Hours of Work**

- 5.1 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.
- 5.2 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 (Standard 2.3 (para 4)).
- 5.3 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 (Standard A2.3.12).
- 5.4 Under the MLC, the annual leave entitlement with pay is a minimum of 2.5 calendar days per month of employment. Justified absences from work shall not be considered as annual leave (Standard A2.4.2).

## **6. Repatriation**

- 6.1 The seafarer may not be repatriated at the shipowner's expense in accordance with the standards laid down in the MLC.
- 6.2 The MLC protects every seafarer by ensuring that even if shipowner fails to repatriate the seafarer, the competent authority of the Member shall do so at no cost to the seafarer, or failing that, the Port State (Standard A2.5.5(a)).
- 6.3 Under the MLC a seafarer is entitled to be repatriated at no cost to them, for example, if:
- 6.3.1 their employment agreement expires when they are abroad;
  - 6.3.2 it is terminated by the shipowner; or
  - 6.3.3 the seafarer for justified reasons can no longer carry out their duties (Standard A2.5.1).

There are exceptions in certain circumstances.

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

- 7.1 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**

- 8.1 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 (Standard 3.1.4(a)-(f)).



## **9. Food and drink**

9.1 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 (Standard A3.2.2(b)).

## **10. Medical care**

10.1 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 (Regulation 4.1.2 and Standard A4.1.1(c)).

## **11. Shipowner liability for sickness, injury or death**

11.1 The seafarer may not be protected by the shipowner from the consequences of sickness, injury and death occurring in connection their employment, The 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, in that it 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 (Standard A4.2.1(c), A4.2.2)); pay wages as long as the sick or injured seafarer remains on board or until repatriation (Standard A4.2.3(a)).

## **12. Declaration of Maritime Labour Compliance (DMLC)**

12.1 The seafarer may not enjoy the standard of health and safety protection and accident prevention which a shipowner operating under the MLC would be obliged to provide and specify in the Declaration of Maritime Labour Compliance (DMLC).

## **13. Seafarer complaints**

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

13.2 For onboard complaints, the MLC provides that the seafarer has the right to be accompanied or represented, and that there must be safeguards against victimisation for filing complaints (Standard A5.1.5.3). Furthermore, in making an onshore complaint to a ratifying port State, the latter will attempt to resolve it at ship board level and where unsuccessful will notify the flag State and seek advice to resolve the matter (Standard A5.2.2.3, A5.2.2.5).

## **14. Further information**

14.1 To see a full copy of the MLC, or to see how the MLC has been implemented by the UK, visit our website at: [www.dft.gov.uk/mca/](http://www.dft.gov.uk/mca/) and select Working at Sea / Health and Safety / Learn about the Maritime Labour Convention, 2006.



## **More Information**

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