**Maritime Labour Convention 2006**

**DMLC- PART II**

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| *Name of ship* | IMO number | Gross Tonnage |
|  |  |  |

Maritime Labour Convention, 2006

Declaration of Maritime Labour Compliance – Part II

Measures adopted to ensure ongoing compliance between inspections.

The following measures have been drawn up by the shipowner, named in the Maritime Labour Certificate to which this Declaration is attached, to ensure ongoing compliance between inspections:

(State below the measures drawn up to ensure compliance with each of the items in Part I) 1.

1. **Minimum age (Regulation 1.1)** ❑

No person under the age of 18 (eighteen) shall be employed on board of the Shipowner’s vessels.

* No person under the age of 18 shall be recruited and selected, directly or by making use of certified Manning Agents.
* No person under the age of 18 shall be recruited or selected by Concessionaires, directly or by making use of certified Manning Agents.
* During the embarkation, the Master, or his delegates (i. e. Crew Purser) will check that the seafarers employed are not under the age of 18 by reviewing the individual’s passport/discharge book.

1. **Medical certification (Regulation 1.2)** ❑

Seafarers employed on-board the shipowner’s vessels must be certified as medically fit to perform their duties. The nature of the medical certificates must comply with the MLC, 2006, as amended or with the STCW Convention 1978, as amended. The shipowner accepts only crew members with valid medical certificates issued by duly qualified and authorized medical practitioners.

1. **Qualifications of seafarers (Regulation 1.3)** ❑

The Shipowner ensures that all seafarers are trained, certified, and qualified to perform their duties. In particular, the Shipowner ensures that all seafarers have successfully completed the training and familiarization as required by the STCW Convention, as amended, before taking any duties.

1. **Seafarers’ employment agreements (Regulation 2.1)** ❑

The Shipowner ensures that any seafarers working on its vessels shall have a seafarers’ employment agreement (SEA) signed by both the seafarer and the Shipowner whose name appears in the IGP & I records and duly recorded on the Certificate of Entry (COE).

In particular, the Shipowner:

* Ensures seafarers signing a SEA are provided (by the HR Recruiting Department, Manning Agents or Concessionaries) with an opportunity to examine and seek advice on the agreement before signing, as well as such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities;
* Ensures that the seafarer concerned with the agreement have a signed original of the SEA;
* Ensures and verifies that Concessionaires and their Manning Agents employ seafarers using the form of the SEA, which is an integral part, as attachment, of the Memorandum of Agreement.
* Ensures that clear information as to the conditions of the employment can be easily obtained on board by the seafarer, including the ship’s master, and that such information, including a copy of the SEA, is also accessible for review by authorized officers, including those in ports to be visited;
* Ensures that each seafarer is provided with a document containing a record of his/her employment on-board ship (discharge form). The Shipowner’s discharge form, issued by the Master of the ship or by the delegated person (ex. Crew Purser) shall contain sufficient information, to facilitate the acquisition of further work or to satisfy the sea-service requirements for upgrading or promotion;
* Ensures that the SEA shall at least contain the items required by the MLC,2006 Standard A2.1, par. 4. Any other particulars not contained into the SEA are part of the Collective Bargaining Agreements applicable to the different professional categories of seafarers on board;
* Ensure, compliance with the 2018 amendment to the Maritime Labour Convention (MLC,2006) shall be strictly and faithfully observed;
* Ensure SEAs shall not contain therein, a non-compete clause.

The Collective Bargaining Agreements form an integral part of the SEA, a copy of them is available on board and they are written in compliance with the MLC,2006 requirements.

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

To ensure to seafarers have an efficient and well-regulated recruitment and placement service the Shipowner:

* Ensures that seafarer’s recruitment and placement activities operated directly by the HR Recruitment Department are performed in compliance with the MLC,2006 requirements. For this purpose, the Shipowner shall be certificated by a Recognized Organization (R.O.) registered to the International Association of Classification Society (IACS) attesting the quality of the services provided, in accordance with the MLC,2006 requirements;
* Ensures that Manning Agents based in a non-ratifying country have a certificate issued by a Recognized Organization (R.O.) registered to the International Association of Classification Society (IACS) attesting the quality of the recruitment and placement services provided, in accordance with the MLC,2006 requirements;
* Ensures that seafarer’s recruitment and placement activities operated directly or indirectly by the Concessionaires, or their Manning Agents are performed in compliance with the MLC,2006. For this purpose, Concessionaries and Manning Agents shall be certificated by a Recognized Organization (R.O.) registered to the International Association of Classification Society (IACS) attesting the quality of the services provided, in accordance with the MLC,2006 requirements or shall provide evidence of audits done to their Manning Agents;
* Ensure that no fees or other charges are borne either directly or indirectly by the seafarer when gaining employment. The cost of visas shall be borne by the Shipowner. The Shipowner provides to the seafarer the information and contacts of the ashore Office qualified to manage possible issues which may arise during the Manning Agents’ recruitment and selection process;

- Ensure that the Manning Agencies do not operate blacklists in order to prevent seafarers gaining employment

1. **Hours of work or rest (Regulation 2.3)** ❑

The Shipowner shall ensure that each seafarer shall have a minimum of ten hours of rest in any twenty-four hours period and seventy-seven hours of rest in any seven-day period. The minimum of ten hours may be divided into two periods but one of them shall be at least six hours. Other breaks are in addition to the minimum, and some are anyway necessary to reach the 77 hours minimum of rest within the seven-day period and the interval between successive periods of rest shall not exceed 14 hours.

A short break of less than 60 (sixty) minutes will not be considered as a period of rest.

The 10 hours must be contained within the two periods.

The registration and monitoring system of working hours and rest periods is controlled by using appropriate software. The computerized system ensures compliance with the working hours requirements.

At the end of each month the Shipowner delivers to seafarers a paper summary of the hours of rest recorded. Records of seafarers’ daily hours of rest shall be developed in accordance with IMO/ILO Guidelines for the development of Tables of Seafarers Shipboard Working Arrangements and Formats of records of Seafarers Hours of Work or Hours of Rest, as amended.

1. **Manning levels for the ship (Regulation 2.7)**  ❑

The Shipowner takes care to always place a sufficient number of seafarers on board its vessels to ensure that the ship is operated safely, efficiently and with due regard to safety under all conditions, taking into account fatigue and the particular nature and conditions of the voyage. The Shipowner ensures that its vessels carries not less than the number and grades/capacities of personnel specified in the Minimum Safe Document issued for every ships according to the national and international provisions.

1. **Accommodation (Regulation 3.1)** ❑

According to ILO Convention 92 and 133 the Competent Authority makes an initial inspection before the delivery of the vessel to verify the compliance on:

* Ships work organization;
* Working Place Safety;
* Health working conditions.

The Master or one of his delegates (i. e. Chief Crew Housekeeping) shall make regular inspection on the following areas: crew public restroom, crew lounges, crew open decks, crew cabin & bathroom, crew launderette, crew stairs and lifts, crew public corridors, crew bar, crew gym. and Food Stores.

The Shipowner gives the operative instructions, to ensure the scheduled maintenance of the Hotel, Deck & Engine Departments items as listed in the Company Procedures.

The Shipowner provides hospital accommodation for seafarers’ designed so as to facilitate consultation and giving of medical first aid and to help prevent the spread of the infectious diseases.

The Shipowner ensures to all seafarers the most friendly and hospitable environment offering meals in different Restaurants. The Restaurants provide a complete Self-service environment. Crew chinaware, glasses, cups, and cutlery are always available on the lines in sufficient quantities when the restaurants are in service.

Opening Hours for all services must follow the posted document on Crew Menu and Crew Mess opening hours.

The Shipowner ensures that seafarers may host family members within the span of a regular embarkation period.

1. **On-board recreational facilities (Regulation 3.1)** ❑

The Shipowner, evaluating work risks also for the aspects which might generate psycho-social risks related to work activities and environment, ensures adequate welfare conditions calculating assistance and activities for all seafarers on board ships in a context where people live their work activities and their free time in the same on-board environment, far from family and with specific heterogeneity in interpersonal relationships given by multi-ethnical seafarers. The Shipowner created the Onboard Welfare Committee and the Welfare Fund with the purpose to regulate the handling of welfare activities and the engagement of funds offered to all the ships.

1. **Food and catering (Regulation 3.2)** ❑

The Shipowner ensures that seafarers are provided free of charge of the service of food and drinking water of appropriate quality nutritional value and quantity of which adequately covers the requirements of themselves and takes into account the different cultural and religious background. The organization and equipment of food and catering shall be such as to provide seafarers of adequate meals, varied and nutritious, prepared and served hygienically.

In order to enhance and improve the satisfaction of the crew, a crew food committee of six members is nominated on every ship taking into consideration the cultural diversity in term of different national culinary basics and departments’ needs. The Shipowner ensures that seafarers engaged as ships’ cook are trained, qualified, and found competent. The ships’ cook must be in possession of a Ship’s cook certificate in compliance with MLC 2006 as amended and issued by the Competent Authority or Other Authorized Body by the seafarer’s Country of residence.

1. **Health and safety and accident prevention (Regulation 4.3)** ❑

The Shipowner ensures to seafarers and health and safety protection system and safety working conditions in a healthy environment. In particular the Shipowner:

* adopts an effective implementation and promotion of occupational safety and health policies and programs on board its ships, including risk evaluation as well as training and instruction of seafarers.
* adopts reasonable precaution to prevent occupational accidents, injuries, and diseases on board ships, including measures to reduce and prevent the risks of exposure to harmful levels of ambient factors and chemicals as well as the risk of injury or disease that may arise from the use of equipment and machinery on board ships.
* adopt procedures for inspecting, reporting and correcting unsafe conditions and for investigating and reporting on-board occupational accidents
* the Shipowner does not require seafarers to work if the Shipowner doesn’t provide to seafarers an adequate protection and prevention equipment
* The Shipowner established an on-board committee on which seafarers’ organizations concerned are represented, to ensure occupational safety and health protection and prevention programs.

1. **On-board medical care (Regulation 4.1)** ❑

The Shipowner ensures that all seafarers are covered by adequate measures of health and safety protection, and they could have access to prompt and adequate medical care, including dental care, whilst working on board. The Shipowner ensures that medical personnel on board ships is in possession of certificates required according to the national provisions. The Shipowner ensure that its ships carry the medicine chest and the medical equipment indicated by the competent authority and specified into the International medical Guide for Ships.

1. **On-board complaint procedures (Regulation 5.1.5)** ❑

The Shipowner ensures that its ships have an on-board procedure for the fair, effective and expeditious handling of seafarers ’complaints. A copy of the Procedure and Annexes is available to seafarers on-board and a copy of it is delivered by the Shipowner to the seafarers at the moment of their embarkation.

1. **Payment of wages (Regulation 2.2)** ❑

The Shipowner ensures that all seafarers are paid for their work regularly and in full accordance with their SEA and the Collective Bargaining Agreement applicable to different professional categories of seafarers on board its ships. The payments due to seafarers shall be made at no greater than monthly intervals and in accordance with any applicable collective agreement. Seafarers shall be given a monthly pay slip on the payments due, and the amounts paid, including monthly consolidated wage. The currency shall be agreed by the current Collective Bargaining Agreements applicable, and it shall be indicated on the SEA. The Shipowner and Concessionaires provides seafarers with a means to transmit all or part of their earnings to their families or dependents or legal beneficiaries or any person nominated by the seafarer unless the laws or regulations of the seafarer’s country of residence expressly prohibits such transfer.

1. **Financial Security for repatriation (Regulation 2.5)** ❑

The Shipowner is in possession of a financial security to ensure that seafarers are duly repatriated in accordance with the Regulation 2.5 Standard A2.5.2 and as provided by the national Law provisions on this matter.

1. **Financial Security for shipowners’ liability (Regulation 4.2)**  ❑

The Shipowner ensures that seafarers are protected from the financial consequences of sickness, injury or death occurring in connection with their employment in accordance with the Regulation 4.2 Standard A4.2.2 and as provided by the national Law provisions on this matter.

I hereby certify that the above measures have been drawn up to ensure ongoing compliance, between inspections, with the requirements listed in Part I.

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| --- | --- | --- |
|  | Name of shipowner1 |  |
| Company address |  |
| Name of the authorized signatory |  |
|  | Title |  |
|  | Signature of the authorized signatory |  |
|  | Date |  |

(Stamp or seal of the shipowner¹)

The above measures have been reviewed by2 ,,,,,,,,,,,,,,, and, following inspection of the ship, have been determined as meeting the purposes set out under Standard A5.1.3, paragraph 10(b), regarding measures to ensure initial and ongoing compliance with the requirements set out in Part I of this Declaration.

|  |  |
| --- | --- |
| Name of Recognized Organization: 1 |  |
| Address: |  |
| Name of the authorized signatory: |  |
| Title |  |
| Signature of the authorized signatory: |  |
| Date |  |

(Stamp or seal of the Company¹)

*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 this Convention, regardless of whether any other organizations or persons fulfil certain of the duties or responsibilities on behalf of the shipowner. See Article II(1)(j) of the Convention.*