



## **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 Government of the Grand-Duchy of Luxembourg

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

<b>Name of Ship</b>	<b>IMO Number</b>	<b>Gross tonnage</b>

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

The undersigned declares, on behalf of the above mentioned competent authority, that:

- (a) the provisions of the MLC, 2006 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 where they differ from the MLC, 2006 are provided where necessary;
- (c) the details of any substantial equivalencies under Article VI, paragraphs 3 and 4, are indicated in the section provided for this purpose below;
- (d) any exemptions granted by the competent authority in accordance with Title 3 are clearly indicated in the section provided for this purpose below; and
- (e) any ship-type specific requirements under national legislation are referenced under the requirements concerned.

## PRELIMINARY REMARK:

### Definition of Seafarer

According to the Luxembourg law and for the purpose of the application of the MLC, 2006, the word seafarer means any person who is employed or engaged or works in any capacity on board a ship. However, taking into account the criteria provided in Resolution VII adopted by the International Labour Conference during its 94<sup>th</sup> (Maritime) Session, the Luxembourg Administration has decided that the following categories of people will in general not be considered as seafarers:

- Professional Pilots;
- Port Workers/Personnel only working on board while the ship is in port (for example, dock workers);
- Guest entertainers (who work occasionally and short term<sup>1</sup> onboard with their principal place of employment being ashore);
- Ship Inspectors/Surveyors (involved on board for and on behalf of a public authority, a recognized organization, the owner, the client) and only working occasionally and short **term**<sup>1</sup> onboard with their principal place of employment being ashore;
- Ship Superintendents and Shipowner's representatives, as well as Client representatives;
- Cadets or trainees (participating in an official training or education program in a member country of the European Union and undergoing training at training facilities or practical training and sea-service experience on a ship for this purpose);
- Military personnel and armed guards;
- Repair and maintenance technicians (who work occasionally and short term<sup>1</sup> onboard with their principal place of employment being ashore);
- Researchers, scientists, divers, specialist off-shore technicians, helicopter and aircraft personnel (employed under outsourced service agreement).

During their presence on board above-mentioned persons shall benefit from decent working and living conditions. Shipowners shall further insure that they, while being on board, are covered by adequate measures for the protection of their health and that they have access to prompt and adequate medical care, including repatriation and at no expense to them. The master is authorized to list such persons as "supercargo", "supernumerary" or "cadets/trainees" on the crew list.

1. MINIMUM AGE (REGULATION 1.1)	Seafarers under the age of 18 shall not be employed or engaged or work. No exceptions are allowed. → <b>in line with Standard A1.1</b>  *
2. MEDICAL CERTIFICATION (REGULATION 1.2)	Seafarers are not allowed to work on a ship unless they are certified as medically fit to perform their duties. The certificate(s) of the seafarer must be valid when he/she joins the ship. Nature of the medical examination (the nature of the medical examination must be in accordance with the ILO / WHO Guidelines for Conducting Pre-sea and periodic Medical Fitness Examinations for Seafarers (ILO/WHO/D.2/1997), including any subsequent versions). A Medical certificate issued in accordance with the requirements of STCW 1978, as amended will be accepted. → <b>in line with Standards A1.2.1 to A1.2.3 and A1.2.6</b>  *  The certificate for seafarers working on ships ordinarily engaged on international voyages must as a minimum be provided in English. → <b>in line with Standard A1.2.10</b>  *

<sup>1</sup> For all personnel staying more than seven (7) days on board, this status shall be confirmed by the Luxembourg Maritime Administration based on the information provided by the shipowner.

	<p>Medical certificate must be issued by a duly qualified medical practitioner. Duly qualified medical practitioner means:</p> <ul style="list-style-type: none"> <li>- licensed/certificated by a European Union State or a European Economic Area State in accordance with the requirements of this State; or</li> <li>- licensed/certificated by a MLC State in accordance with the requirements of this State; or</li> <li>- licensed/certificated by a STCW White list State in accordance with the requirements of this State; or</li> <li>- accepted by the Government's Commissioner for maritime affairs.</li> </ul> <p>A medical certificate solely concerning eyesight shall be issued by a person recognized by the competent authority at the place of examination, as qualified to issue such a certificate. Luxembourg does not require a separate colour vision certificate.</p> <p>→in line with Standard A1.2.4</p> <p style="text-align: center;">*</p> <p>Medical certificates shall state in particular that the seafarer concerned:</p> <ul style="list-style-type: none"> <li>- has satisfactory hearing and sight, as well as colour vision where the nature of the work to be performed requires so;</li> <li>- is medically fit to perform the duties he has to carry out; and</li> <li>- is not suffering from any medical condition that is likely to be aggravated by service at sea or to render the seafarer unfit for such service or to endanger the health of other persons on board.</li> </ul> <p>→in line with Standard A1.2.6</p> <p style="text-align: center;">*</p> <p>Period of validity of the certificate:</p> <ul style="list-style-type: none"> <li>- two-year maximum for medical certificates;</li> <li>- six-year maximum for a separate colour vision certificate, if existing;</li> <li>- if the period of validity of a certificate expires in the course of a voyage, the certificate shall remain in force until the next port of call where the seafarer can obtain a new medical certificate (provided that the period will not exceed three months);</li> <li>- in urgent cases the competent authority may permit a seafarer to work without a valid medical certificate until the next port of call where the seafarer can obtain a medical certificate from a qualified medical practitioner, provided that: <ul style="list-style-type: none"> <li>(a) the period of such permission does not exceed three months; and</li> <li>(b) the seafarer concerned is in possession of an expired medical certificate of recent date.</li> </ul> </li> </ul> <p>→in line with Standards A1.2.7 to A1.2.9</p> <p style="text-align: center;">*</p>
<p>3. QUALIFICATIONS OF SEAFARERS (REGULATION 1.3)</p>	<p>Seafarers must be trained and/or certified as competent or otherwise qualified to perform their duties on board ships. Seafarers must have successfully completed training for personal safety on board ship.</p> <p>All officers and ratings shall comply with the provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978 (STCW), as amended and the STCW Code.</p> <p>→in line with Standards A1.3.1 to A1.3.3</p> <p style="text-align: center;">*</p>

4. SEAFARERS  
EMPLOYMENT  
AGREEMENTS  
(REGULATION 2.1)

Before starting work, a Seafarers' Employment Agreement ("SEA") must be signed by both the seafarer and the shipowner or his representative. Where they are not employees, there shall be evidence of contractual or similar arrangements providing them with decent working and living conditions on board ship. Both the shipowner and the seafarer shall have a signed original of the SEA. In addition, the SEA may also incorporate or indicate any applicable collective bargaining agreement ("CBA").

Proper arrangements shall be made for allowing the seafarer to examine its employment agreement before it is signed and to seek advice on his duties and rights. These arrangements shall be clearly mentioned in the SEA.

→ **in line with Standards A2.1.1 and A2.1.2**

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Minimal requirements in the SEA:

○ If the seafarer is an EU resident, the SEA is covered by the Luxembourg law and must cover the following minimum matters:

- the seafarer's full name, date of birth or age, birthplace, habitual residence;
- the shipowner's name and address. If the shipowner is a corporation, the name and registered office and, where applicable, the name under which the shipowner operates publicly;
- the place where and date when the seafarers' employment agreement is entered into;
- the capacity in which the seafarer is to be employed;
- the amount of the seafarer's wages or, where applicable, the formula used for calculating them and, where appropriate, salary supplements, accessories salaries, bonuses or agreed on equity;
- the amount of paid annual leave (minimum requirement of 3 calendar days per month) or, where applicable, the formula used for calculating it;
- the termination of the agreement and the conditions thereof, including:
  - *if the agreement has been made for an indefinite period the conditions entitling either party to terminate it, as well as the required notice period;*
  - *if the agreement has been made for a definite period, the date fixed for its expiry; and*
  - *if the agreement has been made for a voyage, the port of destination and the time which has to expire after arrival before the seafarer should be discharged;*
- the health and social security protection benefits to be provided to the seafarer by the shipowner (**see Annex 1**);
- the seafarer's entitlement to repatriation;
- the appropriate or applicable CBA;
- additional clauses which the parties have agreed on.

○ If the seafarer is not an EU Member State resident, the SEA is covered by the law chosen by the parties and must cover the requirements of the MLC A2.1.4 standard, as a minimum.

→ **in line with Standard A2.1.4**

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Seafarers shall be given a document containing a record of their employment on board the ship. This document shall not contain any statement as to the quality of the seafarers' work or as to their wages.

A duly filled Luxembourg seaman's book may satisfy this requirement and will be accepted by the Luxembourg Maritime Administration as evidence.

→ **in line with Standards A2.1.1 e) and A2.1.3**

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Shipowner shall ensure that clear information as to the conditions of employment of all seafarers can be easily obtained on board by all seafarers including the master, and that those information including the law, a copy of the SEA and any applicable CBA (with the relevant provisions in English) is also accessible for review by the Luxembourg Maritime Administration, authorized Recognized Organizations ("RO"), inspectors and authorized officers in the ports to be visited. Electronic copies of these documents are accepted.

→ **in line with Standard A2.1.1 d)**

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In cases where the shipowner or the seafarer gives notice of termination, the SEA concluded for a *indefinite period* shall end after a minimum notice period of:

- one week, if the seafarer has had a continuous period of service of less than three months with the same shipowner;
- two weeks, if the seafarer has had a continuous period of service of between three months and three years with the same shipowner;
- six weeks, if the seafarer has had a continuous period of service exceeding three years with the same shipowner.

The SEA concluded for a *specific period* can not in principle terminate before the period for which it was concluded (the same applies to a contract concluded *for the duration of a single voyage*). Nevertheless, if a SEA has to be terminated before the end of said period (or before the end of the *single voyage*) by one party, the other party is entitled to a severance payment.

For all types of contracts (limited term, unlimited term, per voyage): certain situations or events may lead to the termination of a contract without notice and without entitlement to a severance payment. In particular:

- serious misconduct;
- split-up by mutual agreement of the parties;
- the seafarers' inability for the proposed job noted during the initial medical examination;
- the loss of the vessel, its officially confirmed unseaworthiness, its seizure or capture;
- the laying up of the ship or its extended stay at a shipyard (for more than 10 days);
- the seafarer disembarking for medical reasons including illness or injury;
- the ship being en route to an armed conflict area (as defined by the SEA or the CBA), to which the seafarer refuses to travel.

Note:

If the Luxembourg law is not applicable to the SEA:

- Notice for termination of the SEA without penalty may not be given for a shorter period than the minimum period fixed in the MLC, 2006 (7 days).
- Circumstances leading to the termination of the SEA with a shorter notice period or immediately, and without penalty are only allowed for compassionate or other urgent reasons.

→ **in line with the requirements of Standards A2.1.5 and A2.1.6**

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<p>5. USE OF ANY LICENSED OR CERTIFIED OR REGULATED PRIVATE RECRUITMENT AND PLACEMENT SERVICE (REGULATION 1.4)</p>	<p>Public (and private) services for the recruitment and/or placement of seafarers do not exist in the Grand-Duchy of Luxembourg.</p> <p>Shipowners are only allowed to use seafarers' recruitment and placement services that are :</p> <ul style="list-style-type: none"> <li>- established in a country which has ratified the Convention, and operating only in conformity with a standardized system or licensing or certification or other form of regulation, issued by the competent authority in that country.</li> <li>- from States not party to MLC, 2006 whose conformity to the MLC can be fully demonstrated. The services must be in line with the standards set out in A1.4. This has to be verified and, if necessary, documented by the shipowner (verification and certification can be done by a duly recognized RO or an EU member state).</li> </ul> <p>→ <b>in line with Standard A1.4</b></p> <p style="text-align: center;">*</p> <p>Private services for the recruitment and/or placement of seafarers shall not charge seafarers any fee for recruitment or placement or for providing employment to them, other than the cost of the seafarer obtaining a national statutory medical certificate, the national seafarer's book and a passport. The cost of obtaining any visas shall be borne by the shipowner.</p> <p>→ <b>in line with Standard A1.4.5 b)</b></p> <p style="text-align: center;">*</p>
<p>6. HOURS OF WORK AND HOURS OF REST (REGULATION 2.3)</p>	<p><u>Hours of work</u></p> <p><i>Standard:</i> The regular working hours for seafarer are set on the basis of an eight-hour day, with one day of rest per week and rest on public holidays.</p> <p>Unless otherwise provided in the SEA or CBA, the following Luxembourg public holidays shall be considered: 1 January, Easter Monday, 1 May, Ascent, Whitsun Monday, 23 June (National Day), 15 August, 1 November, 25 December, 26 December.</p> <p><i>Exception:</i> A CBA may determine seafarers' normal working hours on a basis no less favourable than above-mentioned standard.</p> <p>→ <b>in line with Standard A2.3.3</b></p> <p style="text-align: center;">*</p> <p><u>Hours of rest</u></p> <p>Minimum hours of rest shall not be less than:</p> <ul style="list-style-type: none"> <li>- 10 hours in any 24 hour period; and</li> <li>- 77 hours in any seven-day period.</li> </ul> <p>Hours of rest may be divided into no more than two periods, one of which must be at least six hours. In addition, the interval between two consecutive periods of rest must not exceed 14 hours.</p> <p>For seafarers who are assigned tasks as officer of watch or as a rating being part of a watch as well as those assigned certain tasks related to safety, operations, prevention of pollution and security, a CBA may provide for exceptions to the limits set for rest hours according to the procedures and requirements laid down in paragraph 9 of Section A-VIII/1 of the STCW Code. In this case, the CBA must provide for compensatory measures in the form of more frequent or longer rest hours and leave and, where appropriate, a minimum rest period at night time in order to ensure that seafarers are given an adequate period of rest.</p> <p>The CBA might specify the time frame of such compensations.</p> <p>→ <b>in line with Standards A2.3.5, A2.3.6 and A2.3.13</b></p> <p style="text-align: center;">*</p>

	<p>Shipowners shall ensure that musters, fire-fighting and lifeboat drills, security and oil-spill drills, safety &amp; security exercises are conducted in a manner that minimizes the disturbance of rest periods, and do not induce fatigue.</p> <p>Shipowners shall ensure that adequate compensatory rest periods are provided whenever the normal rest period is disturbed for call-outs to work, such as when a machinery space is unattended, during the usual hours of rest.</p> <p>Unless otherwise provided in the SEA or the CBA, compensatory rest must be equal in time to the extra working period and shall be granted, as soon as practicable, but no later than within a seven (7) day period after the normal situation has been restored.</p> <p>→ <b>in line with Standards A2.3.7 to A2.3.9</b></p> <p style="text-align: center;">*</p> <p>A schedule of service at sea and in port must be displayed for all rankings on board, in a standardized format, and in the working language or languages of the ship and in any case in English. The shipboard working arrangements must be in line with Luxembourg regulations and the collective agreement and need to be posted in an easy and accessible location.</p> <p>→ <b>in line with Standards A2.3.10 and A2.3.11</b></p> <p style="text-align: center;">*</p> <p>Seafarer's daily hours of work/rest must be recorded in a format approved by the Government Commissioner of maritime affairs or an RO acting on his behalf, in the working language(s) of the ship and in any case in English, and need to be endorsed by both the seafarer (who receives a copy) and the master (or authorized person). Records must be taken and maintained for a minimum period of 3 years (electronic copies of these documents are accepted).</p> <p>→ <b>in line with Standard A2.3.12</b></p> <p style="text-align: center;">*</p> <p>The master shall require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. Accordingly, the master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master shall ensure that any seafarers who have performed work in a scheduled rest period are provided with an adequate period of rest.</p> <p>→ <b>in line with Standard A2.3.14</b></p> <p style="text-align: center;">*</p>
7. MANNING LEVEL OF THE SHIP (REGULATION 2.7)	<p>A sufficient number of seafarers must be placed on board by the shipowner to guarantee that the ship is operated safely, efficiently and with due regard to safety and security under all conditions.</p> <p>In extraordinary circumstances, duly authorized by the Government Commissioner for maritime affairs, shall the ship's complement be inferior to the requirements set in the Minimum Safe Manning Document.</p> <p><i>Exception:</i> No Safe manning document is issued to non self-propelled units.</p> <p>→ <b>in line with Standard A2.7</b></p> <p style="text-align: center;">*</p>
8. ACCOMMODATION (REGULATION 3.1)	<p><u>Constructions Standards</u></p> <p>Ships constructed on or after 20 August 2013 shall comply with the requirements of the MLC, 2006 as set out in regulation 3.1, standard A3.1 and guidelines B3.1 covering the size of rooms and other accommodation spaces; heating and ventilation; noise and vibration and other ambient factors; sanitary facilities; lighting and hospital accommodation; laundry facilities and mess rooms.</p>

	<p>Exemptions may be provided to certain ships in accordance with the provisions of the MLC.</p> <p>For ships constructed before the 20 August 2013, the requirements relating to ship construction and equipment, set out in the Accommodation of Crews Convention (Revised), 1949 (No. 92), and the Accommodation of Crews (Supplementary Provisions) Convention, 1970 (No. 133), shall continue to apply to the extent that they were applicable (according to the MLC, a ship shall be deemed to have been constructed on the date when its keel is laid or when it is at a similar stage of construction).</p> <p>All ships registered with the Luxembourg Maritime Registry shall be duly certified. Recognised organisations are duly authorised to issue ILO 92 and ILO 133 certificates on behalf of Luxembourg.</p> <p>Limits for noise and vibration levels and other ambient factors in working and living spaces of all ships should be in conformity with the current editions of the ILO code of practice entitled "Ambient factors in the workplace, 2001" and the IMO "Code on Noise Levels on Board Ships" (when applicable). Both of these codes (ILO and IMO codes) shall be carried on board and shall be accessible to seafarers.</p> <p><u>Master's inspection</u></p> <p>Documented inspections, by or under the authority of the master and at intervals not exceeding 7 days, shall be carried out on board with respect to ensuring that seafarer accommodation is clean, decently habitable and maintained in a good state. Inspection results shall be available for review and records must be taken and maintained for a minimum period of 3 years.</p> <p>→ <b>in line with Standard A3.1</b></p> <p style="text-align: right;">*</p>
9. ON-BOARD RECREATIONAL FACILITIES (REGULATION 3.1)	<p>Shipowners shall provide, at no costs for seafarers, appropriate recreational facilities, amenities and services, as adapted to meet the special needs of seafarers who must live and work on ships.</p> <p>Ships constructed on or after the 20 August 2013 shall comply with the relevant requirements of the MLC 2006 and in particular with the guideline B3.1.11 of the convention.</p> <p>For ships constructed before the 20 August 2013, furnishings for recreational facilities should as a minimum include a bookcase and facilities for reading, writing and, where practicable, games.</p> <p>In order to ensure that on-board recreational facilities are clean, decently habitable and maintained in a good state, documented inspections shall be carried out on board by the master or under his authority at intervals not exceeding 7 days. The inspection results shall be available for review and the records need to be kept on board for a minimum period of 3 years (electronic copies of these documents are accepted).</p> <p>→ <b>in line with Standard A3.1</b></p> <p style="text-align: right;">*</p>
10. FOOD AND CATERING (REGULATION 3.2)	<p>Shipowners shall ensure that minimum standards for food and catering are respected as follows :</p> <ul style="list-style-type: none"> <li>- food and drinking water supplies of appropriate quality, nutritional value and quantity that adequately covers the requirements of the number of seafarers on board, and takes into account possible differences in cultural and religious backgrounds and the duration and nature of the voyage, shall be available during the voyage;</li> </ul>



- the organization and equipment of the catering department shall be such as to permit the provision of adequate, varied and nutritious meals are prepared and served in hygienic conditions to the seafarers;
  - the catering staff shall be properly trained or instructed for their positions.
- in line with Standard A3.2.2

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Seafarers on board shall be provided with food free of charge during the period of their engagement.

→in line with Regulation 3.2

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Nobody shall be engaged as ship's cook unless he holds a certificate of qualification as ship's cook.

- No person shall be granted a certificate of qualification unless he meets the following criteria :
  - *he has reached a minimum age of 18 years old; and*
  - *he has completed an approved training course and holds a certificate which includes practical cookery, food and personal hygiene, food storage, stock control, and environmental protection and catering health and safety; and*
  - *he has acquired at least 1 month of qualifying service on one or more vessels as a ship's cook or assistant cook.*
- The prescribed examination may be conducted and certificates granted directly by the Luxembourg Maritime Administration or, subject to its control, by an approved school for the training of cooks or another approved body.

In any case, a special qualification certificate shall be issued by the Luxembourg Maritime Administration on the base of:

- *a valid certificate issued by a Party to MLC, 2006 which certifies completion of ships' cook training course in accordance with MLC, 2006, standard A3.2.4;*
- *a valid certificate issued by a Party to ILO No. 69;*
- *a valid certificate issued by a member state of the European Union State or of the European Economic Area and meeting the criteria set by the MLC.*

→in line with Standards A3.2.3 , A3.2.4 and Guidelines B3.2.2

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Ships operating with a complement of less than ten people may, by virtue of the size of the crew or the trading area, be authorised by the Government Commissioner for maritime affairs not to carry a fully qualified cook. Anyone processing food in the galley shall be trained or instructed in areas including food and personal hygiene as well as handling and storage of food on board ship.

In such case, a specific document shall be issued by the Luxembourg Maritime Administration.

→in line with Standard A3.2.5

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In circumstances of exceptional necessity, the Government Commissioner for maritime affairs may issue a dispensation permitting a non-fully qualified cook to serve on a specified ship for a specified limited period, until the next convenient port of call or for a period not exceeding one month, provided that the person to whom the dispensation is issued is trained or instructed in areas including food and personal hygiene as well as handling and storage of food on board ship.

→in line with Standard A3.2.6

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	<p>Documented inspections in the following areas:</p> <ul style="list-style-type: none"> <li>- supplies of food and drinking water;</li> <li>- all spaces and equipment used for the storage and handling of food and drinking water; and</li> <li>- galley and other equipment for the preparation and service of meals</li> </ul> <p>shall be carried out on board by the master or under his authority, together with a member of the seafarers employed in catering, at intervals not exceeding 7 days. The inspection results shall be available for review and the records need to be kept on board for a minimum period of 3 years.</p> <p>→in line with <b>Standard A3.2.7</b></p> <p style="text-align: center;">*</p>
<p>11. HEALTH AND SAFETY AND ACCIDENT PREVENTION (REGULATION 4.3)</p>	<p>Shipowners shall adopt, effectively implement and promote occupational safety and health policies and programs, including risk evaluation as well as training and instruction of seafarers. Risk evaluation is required for on-board occupational safety and health management.</p> <p>Shipowners shall take reasonable precautions to prevent occupational accidents, injuries and diseases on board, including measures to reduce and prevent the risk 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.</p> <p>Occupational health and safety program for the prevention of occupational accidents, injuries and diseases and for continuous improvement in occupational safety and health protection, involving seafarers' representatives and all other persons concerned in their implementation, shall take into account preventive measures, including engineering and design control, substitution of processes and procedures for collective and individual tasks, and the use of personal protective equipment.</p> <p>The implementation of the program shall take into account the ILO code of practice entitled "Accident prevention on board ship at sea and in port", the MSC/MEPC.2/Circ.3 entitled "Guidelines on the basis elements of a shipboard occupational health and safety programme" and the IMO Resolution A.884 (21) entitled "Code for the investigation of marine casualties &amp; incidents" (always in their latest versions) or other international standards and guidelines. Following matters shall be addressed by the program:</p> <ul style="list-style-type: none"> <li>- fire prevention and fire-fighting;</li> <li>- structural features of the ship, including means of access and asbestos-related risks;</li> <li>- machinery;</li> <li>- the effects of extremely low and high temperature of any surfaces with which seafarers may be in contact;</li> <li>- anchors, chains and lines;</li> <li>- dangerous cargo and ballast;</li> <li>- personal protective equipment for seafarers;</li> <li>- the effects of ambient factors (other than vibration and noise) in the workplace and in shipboard accommodation, including tobacco smoke;</li> <li>- the effects of drugs and alcohol abuse and dependency;</li> <li>- special safety measures on and below deck and in machinery spaces;</li> <li>- work in enclosed spaces (including electrical equipment, working at heights/over side);</li> <li>- the effects of noise and vibration in the workplace and in shipboard</li> </ul>

	<p>accommodation;</p> <ul style="list-style-type: none"> <li>- loading and unloading equipment;</li> <li>- emergency and accident response;</li> <li>- HIV/AIDS protection and prevention;</li> <li>- physical and mental effects of fatigue.</li> </ul> <p>Shipowners shall prepare and keep up to date, a written statement of his general policy with respect to health and safety matters on board and the arrangements for carrying out this policy.</p> <p>→in line with <b>Standard A4.3.1 and guideline B4.3.1</b></p> <p style="text-align: center;">*</p> <p>Shipowners shall specify the duties of the master or a person designated by the master, or both, to take specific responsibility for the implementation of and compliance with the ship's occupational safety and health policies and programs.</p> <p>Shipowner must establish for each ship with five (5) or more seafarers a safety and health committee.</p> <p>→in line with <b>Standard A4.3.2 d)</b></p> <p style="text-align: center;">*</p> <p>Shipowners must establish a reporting procedure for occupational accidents, injuries and diseases. These matters shall be adequately reported, by the shipowner or the master of the ship, to the competent Luxembourg authorities and in accordance with the Luxembourg law and regulations. The report shall also address, as far as possible, corrective actions to rectify unsafe conditions.</p> <p>→in line with <b>Standard A4.3.5</b></p> <p style="text-align: center;">*</p>
12. ON-BOARD MEDICAL CARE (REGULATION 4.1)	<p>Every seafarer shall be offered, wherever practical and whenever necessary, the opportunity to visit a doctor or a dentist without delay.</p> <p>Medical and dental care as well as health protection services provided to seafarers, whether on board or ashore, shall be provided at no cost to the seafarers.</p> <p>→in line with <b>Standards A4.1.1 c) and A 4.1.1 d)</b></p> <p style="text-align: center;">*</p> <p>Whenever a seafarer needs medical treatment, the medical report form included in the international medical guide for ships (or the ship captain's medical guide or a similar publication) shall be used to facilitate the treatment of the seafarer. These records, when completed, shall be kept confidential.</p> <p>→in line with <b>Standard A4.1.2</b></p> <p style="text-align: center;">*</p> <p>Shipowners shall make sure that the law of 29 April 2000 concerning the minimum safety and health requirements for improved medical treatment on board vessels (Council directive 92/29/CE of 31 March 1992) and regulation dated 22 June 2000 implementing above-mentioned law are complied with and in particular that:</p> <ul style="list-style-type: none"> <li>- every ship carries on board medical products and medical equipment adapted to the nature of the voyage, the type of ship, the type of works carried out during the voyage, the nature of the cargo and the number of persons on board. The medical supplies are maintained in good conditions and/or replaced as soon as possible when necessary;</li> <li>- medical kits for life-boats and life-rafts shall comply with Art 2 § 2.2 a) and b) of above-mentioned law, requiring the first aid kits to contain at least the medication required by Council directive 92/29/CE for category C ships;</li> <li>- medical supplies are accompanied by one or more guides to their use, including</li> </ul>

	<p>instructions for use of the antidotes;</p> <ul style="list-style-type: none"> <li>- the provision and replenishment of the medical supplies of any ship are undertaken on the exclusive responsibility of the owner, without any expense to the seafarers;</li> <li>- the management of the medical supplies is placed under the responsibility of the master. He may, without prejudice to his responsibility, delegate the use and maintenance of the medical supplies to one or more seafarers specially designated by reason of their competence;</li> <li>- seafarers designated to provide medical first aid on board meet the standard of competence in medical first aid specified in section A-VI/4, § 1 to 3 of the STCW Code;</li> <li>- every ship of more than 500 GT with a crew of 15 or more and engaged on a voyage of more than three days, is provided with a sick-bay in which medical treatment can be administered under satisfactory material and hygienic conditions;</li> <li>- on ships carrying a crew of 100 or more and ordinarily engaged on international voyages of more than three days, a qualified medical doctor responsible for medical care has to be on board;</li> <li>- to ensure better emergency treatment for workers, every ship shall be equipped to enable radio-medical consultations.</li> </ul> <p>→in line with Standards A4.1.3 and A4.1.4</p> <p style="text-align: right;">*</p>
<p>13. ON-BOARD COMPLAINT PROCEDURES (REGULATION 5.1.5)</p>	<p>Seafarers are entitled to lodge a complaint on board the ship in case of non-compliance with legal dispositions, regulations or agreements made under the MLC, 2006 (including seafarers' rights).</p> <p>→ in line with Regulation A5.1.5 § 1</p> <p style="text-align: right;">*</p> <p>A formal and appropriate complaint procedure for a fair, effective and expeditious handling of seafarer complaints shall be made available on board by the Shipowner.</p> <p>Seafarers lodging a complaint may be accompanied or represented during the procedure. The complaint system must include safeguards against victimisation.</p> <p>In order to ensure that complaints may be resolved at the lowest possible level, the maritime law provides that:</p> <ul style="list-style-type: none"> <li>- a seafarer shall, as soon as possible, after the alleged occurrence of the labour grievance, bring the matter to his immediate Supervisor or to the Head of Department. A solution to the grievance shall be given within seven (7) days. If the complaint cannot be resolved by either the head of department or the superior officer to the satisfaction of the seafarer, then the seafarer may refer the matter to the master within two (2) days. The master has further seven (7) days to bring a solution to the complaint. In any case, a seafarer has the right to lodge a complaint directly with the master and as soon as possible after the alleged occurrence of the labour grievance (same time to give solution).</li> <li>- if no resolution of the dispute can be obtained on board, the seafarer has ten (10) days to bring it to the shipowner. The seafarer may present his case directly, when appropriate, to the shipowner for example if the complaint is related to the Master. In such a case, the seafarer must refer as soon as possible to the shipowner after the alleged occurrence of the labour grievance. The shipowner and the seafarer concerned shall have a period of twenty (20) days to solve the</li> </ul>

	<p>matter.</p> <ul style="list-style-type: none"> <li>- if the dispute can still not be resolved satisfactorily after the aforesaid twenty (20) days, either party shall have further twenty (20) days to bring the matter to the Government Commissioner for maritime affairs.</li> <li>- in any case, the seafarer is always entitled to complain directly to the master, the shipowner or the Government Commissioner for maritime affairs.</li> </ul> <p>Every seafarer shall be provided with the name of a person on board who can give impartial advice and on a confidential basis.</p> <p>Notwithstanding above-mentioned procedure, every seafarer has the right to file a complaint directly to an appropriate external authority, including competent Labour courts.</p> <p>→ <b>in line with Standard A5.1.5</b></p> <p style="text-align: center;">*</p>
14. PAYMENT OF WAGES (REGULATION 2.2)	<p>Seafarers must be paid for their work regularly and in full, in accordance with their employment agreement and at no greater than monthly intervals.</p> <p>Seafarers are given a monthly account of the payments due and the amounts paid as well as any authorized deductions.</p> <p>Shipowners are required to take measures to provide seafarers with a means to transmit all or part of their earnings to their families or dependants or legal beneficiaries.</p> <p>Any charge for service shall be reasonable in amount and the exchange rate shall be at the prevailing market rate and not unfavourable to the seafarer.</p> <p>Normal hours for calculating the basic pay shall not exceed 48 hours per week and overtime should be not less than one and one-quarter times the basic pay or wages per hour.</p> <p>→ <b>in line with Standards A2.2 § 1 to 4</b></p> <p style="text-align: center;">*</p>
15. FINANCIAL SECURITY FOR REPATRIATION (REGULATION 2.5)	<p>The cost and expenses of crew repatriation have to cover:</p> <ul style="list-style-type: none"> <li>- up to four months wages and entitlements.</li> <li>- repatriation costs.</li> <li>- essential needs such as food, accommodation and medical care;</li> <li>- an improved description of abandonment.</li> </ul> <p>In order to ensure ongoing compliance with MLC and in particular above-mentioned points, shipowners of Luxembourg flagged ships shall ensure that copies of certificates, or other documentary evidence of valid and appropriate financial security systems issued by a financial security provider, shall be available on board for inspection and posted in a visible place and be accessible to all seafarers. If more than one financial security actor provides cover, the document provided by each provider should be carried on board.</p> <p>Those certificates or other equivalent documentary evidence shall be in English, or accompanied by an English translation, and shall contain all the information as specified by the Maritime Labour Convention. In general it shall be issued to the shipowner and not necessarily the MLC shipowner appearing on other MLC documents.</p> <p>However due care shall always be given to keep consistency throughout the different elements of the MLC 2006.</p>

	<p>MLC documentation must in any case demonstrate the link between the different actors and the shipowner.</p> <p>→<b>in line with Standards A2.5.2.</b></p> <p style="text-align: center;">*</p>
<p>16. FINANCIAL SECURITY RELATING TO SHIPOWNERS' LIABILITY (REGULATION 4.2)</p>	<p>Shipowner's liability:</p> <ul style="list-style-type: none"> <li>- contractual compensation must be paid in full and without delay.</li> <li>- if the extent of disability is unclear, an interim payment must be made.</li> <li>- payment is without prejudice to other rights.</li> <li>- there must be not pressure to accept a less than contractual amount.</li> <li>- the seafarer shall have a right of direct action.</li> <li>- must remain in force throughout the period of insurance unless brought to an end by at least 30 days' notice to the flag state.</li> </ul> <p>In order to ensure ongoing compliance with MLC and in particular above-mentioned points, shipowners of Luxembourg flagged ships shall ensure that copies of certificates, or other documentary evidence of valid and appropriate financial security systems issued by a financial security provider, shall be available on board for inspection and posted in a visible place and be accessible to all seafarers. If more than one financial security actor provides cover, the document provided by each provider should be carried on board.</p> <p>Those certificates or other equivalent documentary evidence shall be in English, or accompanied by an English translation, and shall contain all the information as specified by the Maritime Labour Convention. In general it shall be issued to the shipowner and not necessarily the MLC shipowner appearing on other MLC documents. However due care shall always be given to keep consistency throughout the different elements of the MLC 2006.</p> <p>MLC documentation must in any case demonstrate the link between the different actors and the shipowner.</p> <p>→<b>in line with Standards A.4.2.2.</b></p>

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal or stamp of the authority, as appropriate)

## Substantial Equivalencies

*(NOTE: Strike out the statement which is not applicable)*

The following substantial equivalencies, and provided under Article VI, paragraphs 3 and 4, of the Convention, except where stated above, are noted *(insert description if applicable)*:

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal or stamp of the authority, as appropriate)

## Exemptions

*(NOTE: Strike out the statement which is not applicable)*

The following exemptions granted by the competent authority as provided in Title 3 of the Convention are noted:

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal or stamp of the authority, as appropriate)



## Annex 1

### Social Security: applicable rules

It is the shipowner's responsibility to make sure that all seafarers employed on a Luxembourg flagged vessel are covered by a social security scheme.

Shipowners should be able to properly document this obligation.

#### **1. Seafarers who are Luxembourg nationals**

*Code of social security, Article 1.1.3), 85.1.3) and 170.2, first sentence*

→ if employed on board a vessel flying Luxembourg flag, they are covered by the Luxembourg social security scheme

#### **2. Seafarers who are EU, EEA (Iceland, Liechtenstein, Norway) or Swiss nationals**

*EC regulations 883/2004 on the coordination of social security systems*

*General rules*

- they are treated equally as to the rights and obligations under the legislation of any Member State as the nationals thereof
- they are subject to the legislation of a single Member State only

*Article 11.4 first sentence*

→ if employed on board a vessel flying the Luxembourg flag, they are covered by the Luxembourg social security scheme

*Article 11.4 second sentence*

→ **However**, if the seafarer is remunerated by an employer whose place of business is in another EU/EEA State or in Switzerland and if the seafarer is also residing in that State, he shall be subject to the legislation of that State

*Article 12*

→ **Posting**: persons covered by the legislation of a Member State who are sent by their employer on a vessel to perform a temporary work on this vessel, remain subject to the said legislation for a maximum of 24 months

*Article 16*

→ **Exceptions**: Member States may agree on exceptions to the above mentioned rules (example: the Belgium-Luxembourg agreement dated 25 March 1991 states that seafarers belonging to the Belgian pool are covered by the Belgian social security scheme if employed on board of a Luxembourg flagged vessel, whatever their nationality)

#### **3. Seafarers who are nationals of a third State (not Luxembourg, not EU/EEA/Swiss)**

*Code of social security, Articles 1.1.3), 85.1.3) and 170.2, first sentence + Luxembourg Maritime Act of 9 November 1990, Article 106*

→ if employed on board Luxembourg flagged vessels and residing in Luxembourg, they are covered by the Luxembourg social security scheme, irrespective of their nationality

→ if employed on board Luxembourg flagged vessels and not residing in Luxembourg

- Bilateral/Multilateral convention exists: the social security scheme foreseen in the convention applies (Flag State or country of residence of seafarer);
- No bilateral convention: seafarer to be covered by social security scheme in country of residence or private cover.