



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, (as amended) 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, (as amended) 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, (as amended) 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, (as amended) 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, (as amended) 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.*
- c. *Seafarers, prior to or in the process of engagement, shall be informed about their rights under the seafarers' recruitment and placement services' system of protection, to compensate seafarers for monetary loss that they may incur as a result of the failure of the recruitment and placement service or the relevant shipowner under the seafarers' employment agreement to meet its obligations to them.*

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

Merchant Shipping (Maritime Labour Convention, 2006) Regulations 2012, (as amended) 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, (as amended) 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, (as amended) 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. *Shipowners should, so far as is reasonably practicable, provide seafarers on board their ships with internet access, with charges, if any, being reasonable in amount.*
- e. *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, (as amended) 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, (as amended) Schedule, Paragraph 13.

- a. *Food and drinking water are 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 as to permit the provision of adequate, varied, balanced, and nutritious meals that can be prepared and served in hygienic conditions to the seafarers.*
- 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 in relation to their quantity, nutritional value, quality and variety, 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, (as amended) 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.*
 - v. *Provide seafarers with appropriately sized personal protective equipment.*
- 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, (as amended) 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, (as amended) 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 complaint's 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, (as amended) 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, (as amended) 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, (as amended)
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

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- 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.

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- 2. No exemption has been granted.

Name..... Title.....

Signature:

Place:

Date:

(Seal or Stamp of the authority as appropriate)