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| ics-class-logo25.jpgAuthorization No.: |  |

### Intermaritime Certification Services (ICS)

### Maritime Labour Convention (MLC, 2006)

### MLC-Shipboard Inspection

### Checklist for Document Review

This checklist is to be used during Initial, Intermediate, Renewal and Additional Shipboard Inspections, as applicable and appropriate.

The DMLC Part II should be reviewed under consideration of the national requirements in DMLC Part I before performing the inspection,

in order to review the shipowner’s measures for implementation *(Guidance is printed in italic for a better reference)*

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| Place: |  |  | Date |  |
|  | ( Place of issue of Checklist) |  |  | ( Day, Month, Year) |

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| Name of ship: |  |
| Name of the Registered Owner(\*): |  |
| Address of the Registered Owner(\*): |  |
| Name of the Company(\*): |  |
| Address of the Company(\*): |  |
| IMO Unique Registered Owner Identification Number: |  |
| IMO Unique Company Identification Number: |  |
| Distinctive number or letters: |  |
| Port of registry: |  |
| Date of registry: |  |
| Gross tonnage: |  |
| IMO number: |  |
| Type of ship: |  |

(\*) If the Registered Owner and the Company is the same, please kindly indicate the name and address information in only one box

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| **No.** | **Questions** | | **Ship** | | | | | | **Comments / Documents**  **seen** | |
|  |  | | **Yes** | | **No** | | **NA** | |  | |
| **Section 1. Minimum requirements for seafarers to work on a ship** | | | | | | | | | | |
| **1.1** | **Minimum age** | | | | | | | | | |
| **A1.1.1** | All persons that are employed or engaged or work on board the ship are at least 16 years old. | |  | |  | |  | |  | |
| ***Note****: the minimum age has to be determined by the competent authority (see DMLC I)*  ***Check*** *: crew list, passports, ID-Cards or other official documents* | | | | | | | | | | |
| **A1.1.2** | People under the age of 18 do not work during night time. | |  | |  | |  | |  | |
| ***Note****: exemptions are possible for training purposes acc. to competent authority (see DMLC I);night time has to be defined by Flag State; it has to be a period of at least 9 hours, latest starting midnight and ending earliest 5 a.m.* | | | | | | | | | | |
|  | ***Check****: records of resting/ working hours / watch plan, work schedules, log book* | | | | | | | | | |
| **A1.1.4** | People under the age of 18 do not carry out work likely to jeopardize their health or safety. | |  | |  | |  | |  | |
| ***Note****: work likely to jeopardize health or safety of crew under the age of 18 shall be determined by the Flag State (see DMLC I)*  ***Check****: working permits, work schedules, familiarization records of seafarers under 18 years, accident reports* | | | | | | | | | | |
| **1.2** | **Medical Certificate** | | | | | | | | | |
| **A1.2.1** | All seafarers on board are certified as medically fit to perform their duties and have a valid medical certificate. | |  | |  | |  | |  | |
| ***Note****: Certificates are required also for non-maritime staff (e.g. artists, shop employees, photographers etc.).*  *Medical restrictions must be considered for special types of work.* | | | | | | | | | | |
| **A1.2.4** | The medical certificates are issued by a duly qualified practitioner (subject to availability of Flag State’s specification). | |  | |  |  | | | |  |
| **A1.2.7(a)** | The medical certificates are valid for a maximum period of two years. | |  | |  |  | | | |  |
| **A1.2.7(a)** | For seafarers under the age of 18: Medical certificates are valid for a maximum of 1 year. | |  | |  |  | | | |  |
| **A1.2.7(b)** | All seafarers are in the possession of a certificate/statement of colour-vision, where applicable. | |  | |  |  | | | |  |
| **A1.2.7(b)** | Certificates / statements of colour vision are valid for a maximum period of six years. | |  | |  |  | | | |  |
| ***Note****: colour vision certificates are valid max. 6 years; for some Flag States the colour vision certificate are not part of the medical certificate* | | | | | | | | | | |
| **A1.2.8** | If a seafarer joined the vessel with a recently expired medical certificate:  Is an exemption granted by the Competent Authority available? |  | |  | |  | |  | | |
| ***Note****: Medical certificates issued according to the requirements of STCW shall also be accepted. In case a seafarer has medical restriction to work, his work is scheduled accordingly.*  ***Check****: work arrangements, watch plan, work permit* | | | | | | | | | | |
| ***Note****: If the period of validity of a certificate expires in the course of a voyage, the certificate shall continue to be in force until the next port of call where the seafarer can obtain a medical certificate from a qualified medical practitioner provided that the period shall not exceed three months.* | | | | | | | | | | |

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| **No.** | **Questions** | | **Ship** | | | | | | **Comments / Documents**  **seen** |
| **Yes** | | **No** | | **NA** | |
| **A1.2.10** | The medical certificates are at least in English if the vessel is engaged in international voyage. | |  | |  | |  | |  |
| **1.3** | **Training and Qualification** | | | | | | | | |
| **1.3.1** | All seafarers are trained or certified as competent or otherwise qualified to perform their duties. | |  | |  | |  | |  |
| ***Note****: Training and qualification is required also for non-maritime staff, (e.g. artists, shop employees, photographers etc.).* | | | | | | | | | |
| **1.3.1** | All training and qualification certificates are valid. | |  | |  | |  | |  |
| ***Check****: personal certificates and endorsements (acc. STCW, national requirements ), special national certificates concerning qualifications (e.g.: ships’ cook)* | | | | | | | | | |
| **1.3.2** | Training for personal safety on board ship has been completed by all seafarers. | |  | |  | |  | |  |
| ***Check****: on-board familiarization records, copies of training material (e.g. training manuals acc. SOLAS, safety committee meeting records).* | | | | | | | | | |
| **1.3.3** | All seafarers are in possession of a valid basic safety training certificate. | |  | |  | |  | |  |
| ***Note***: *contents and scope of this training should meet all STCW requirements: personal survival techniques, fire prevention and fire fighting, elementary first aid, personal safety & social responsibilities.* | | | | | | | | | |
| **1.4** | **Recruitment and Placement** | | | | | | | | |
| Please verify what kind of seafarer recruitment and placement service is/are used and answer the corresponding questions, as applicable: | | | | | | | | | |
| a.) Direct engagement: seafarers are directly employed by the shipowner ***Note****: No further action is necessary. Please proceed with next chapter 2.1.* | | |  | |  | |  | |  |
| b.) Public seafarer recruitment and placement service based in a Member State ***Note****: No further action is necessary. Please proceed with next chapter 2.1* | | |  | |  | |  | |  |
| c.) Private seafarer recruitment and placement service based in a member State = Flag State of the vessel | | |  |  | |  | |  | |
| For c.) The placement and recruitment services are certified or licensed or regulated in accordance with the MLC 2006 and national requirements. | | |  |  | |  | |  | |
| d.) Private seafarers’ recruitment and placement service based in a member State ≠ Flag State of the vessel ***Note****: No further action is necessary. Please proceed with next chapter 2.1* | | |  |  | |  | |  | |
| e.) Private or public engagement based in a country that has not ratified the MLC, 2006 | |  | |  | |  | |  | |
| For e.) Evidence is available that the shipowner ensures that the seafarer recruitment and placement services meet the requirements of the MLC 2006  (i.e. by audit reports, licences/certificates approved by Member States). | |  | |  | |  | |  | |

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| **No.** | **Questions** | **Ship** | | | | | | **Comments / Documents**  **seen** | |
| **Yes** | | **No** | | **NA** | |
| **Title 2. Conditions of employment** | | | | | | | | | |
| **2.1** | **Seafarers’ employment agreements (SEA)** | | | | | | | | |
| **A2.1.1(a)** | SEA is signed by both parties involved, i.e. the seafarer and the shipowner or a representative. |  | |  | |  | |  | |
| **A2.1.1(a)** | If the SEA is signed by shipowner’s representative there is documented evidence available that the representative is authorized to do so. |  | |  | |  | |  | |
| ***Check****: Copy of the contract or statement about the contractual or similar relation between shipowner and his representative* | | | | | | | | | |
| **A2.1.1(d)**  **A2.1.2** | Copies of signed contracts and bargaining agreements (if applicable) of all seafarers are available on board. |  | |  | |  | |  | |
| ***Note****: although obligations arising from the crew contract could have been delegated to appointed crew manager(s) or sub contractor(s) the Company shall ensure that they comply with the requirements of MLC 2006* | | | | | | | | | |
| ***Check****: seafarers employment agreements, collective bargaining agreements* | | | | | | | | | |
| **A2.1.1** | If the Seafarers Employment Agreement (SEA) or Collective Bargaining Agreement (CBA) is not in English, at least a copy of the standard form of the SEA and CBA shall be available in English (not applicable for ships engaged in domestic voyages only). |  | |  | |  | |  | |
| **A2.1.1(d)** | Copy of SEA/CBA is accessible for review on board. |  | |  | |  | |  | |
| **A2.1.1(e)** | Employment records are available on board. |  | |  | |  | |  | |
| **A2.1.3** | Employment records do not contain entries as to the quality of work or to the wages. |  | |  | |  | |  | |
| **A2.1.4** | The Seafarers Employment Agreements contain at least: | | | | | | | | |
|  | * name, date of birth or age and place of birth of seafarer | |  | |  | |  | |  |
|  | * shipowner’s name and address | |  | |  | |  | |  |
|  | * place where and date when the SEA is entered into | |  | |  | |  | |  |
|  | * rank / capacity | |  | |  | |  | |  |
|  | * wages (if applicable a formula used for calculation) | |  | |  | |  | |  |
|  | * monthly leave (if applicable a formula used for calculation) | |  | |  | |  | |  |
|  | * limited or unlimited contract (terms of notice to be given to the parties involved; limitation has to be mentioned e.g. name of port and date) | |  | |  | |  | |  |
|  | * health and social security benefits | |  | |  | |  | |  |
|  | * entitlement of repatriation | |  | |  | |  | |  |
| **A2.1.5** | * notice periods in case of contract termination are at least 7 days | |  | |  | |  | |  |
| ***Check****: seaman’s book or any other form of records of employment* | | | | | | | | | |

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| **No.** | **Questions** | | **Ship** | | | | | | **Comments / Documents**  **seen** |
| **Yes** | | **No** | | **NA** | |
| **2.2** | **Payment of wages** | | | | | | | | |
| **A2.2.1** | Seafarers are paid monthly and in compliance with their employment agreements and collective bargaining agreement (if applicable). | |  | |  | |  | |  |
| **A2.2.1** | Seafarers receive a monthly account for their payments incl. wages, additional payments, deductions (e.g. allotments), and applied exchange rates (if applicable). | |  | |  | |  | |  |
| ***Check****: SEA, collective bargaining agreements and other documentation like monthly wages account/ payroll, allotment orders, pay slips, slop chest, overtime sheet* | | | | | | | | | |
| **A2.2.3/4** | It is ensured that the seafarers can request for remittance (allotment) of their entire earnings or part of their earnings to an account nominated by the seafarers. | |  | |  | |  | |  |
| **A2.2.4** | It is ensured that the requested allotment will be remitted at regular intervals and in due time. | |  | |  | |  | |  |
| **A2.2.5** | Charges for the service of allotment are reasonable in amount, if any. | |  | |  | |  | |  |
| **2.3** | **Hours of work and hours of rest** | | | | | | | | |
| **A2.3.12** | The maximum hours of work or the minimum hours of rest are monitored on board as required by the Flag State (see DMLC I). | |  | |  | |  | |  |
| **A2.3.3** | It is ensured that normal hours of work are based on an 8 hours day with 1 day of rest per week and rest on public holiday, meaning that each hour exceeding this period shall be considered as overtime. | |  | |  | |  | |  |
| **A2.3.5** | The working or resting hours are within the following limits and in accordance with Flag State requirements: | | | | | | | | |
|  | Max. hours of work:   * 14 hours per day / 72 hours within 7 days |  | |  | |  | |  | |
|  | or | | | | | | | | |
|  | Min. hours of rest:   * 10 hours per day / 77 hours within 7 days |  | |  | |  | |  | |
| ***Check****: records of working and resting hours, bridge and engine logbooks can be used additionally for evidence* | | | | | | | | | |

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| **No.** | **Questions** | **Ship** | | | **Comments / Documents**  **seen** |
| **Yes** | **No** | **NA** |
| **A2.3.6** | The minimum resting period of 10 hours within any 24 hrs period may not be divided in more than two parts i.e. one period must be at least 6 hours, and the two longest periods of rest must add up to at least 10 hours of rest (6+4; 7+3; 8+2; 9+1; 10+0). The interval between consecutive periods of rest does not exceed 14 hours. |  |  |  |  |
| **A2.3.10/11** | An approved standardized table of working arrangements for each position exists setting out the national requirements or collective bargaining agreement regarding: | | | | |
|  | * a work schedule for service at sea and in port |  |  |  |  |
|  | * the maximum hours of work or the minimum hours of rest |  |  |  |  |
|  | * posted at an easily accessible place. |  |  |  |  |
| **A2.3.11** | The table of shipboard working arrangements has to be in the working language or the language of the ship and in English. |  |  |  |  |
| ***Check****: working arrangements and schedules of safety drills and verify procedure for compensation* | | | | | |
| **A2.3.8** | Seafarers are granted compensation of rest time if disturbed by incidences (e.g. unattended machinery space). |  |  |  |  |
| **A2.3.7** | Most drills are carried out outside the periods of rest. |  |  |  |  |
| **A2.3.12** | Records of seafarers’ daily hours of work or of their daily hours of rest are maintained in a standardised format, including the schedule of service at sea and in port. |  |  |  |  |
| **A2.3.12** | Records of seafarers’ daily hours of work or of their daily hours of rest are in the working language or languages of the ship and in English. |  |  |  |  |
| **A2.3.12** | Seafarers receive a copy of the records endorsed by the master, or a person authorized by the master, and by the seafarer. |  |  |  |  |
| ***Note****: The Flag State shall establish a standardized format of this record or it can also be a standard format prepared by the ILO.*  ***Note****: These requirements shall not impair the right of the master of a ship to require 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.* | | | | | |
| **2.4** | **Entitlement to leave** | | | | |
| It is ensured that seafarers are provided with a sufficient amount of separately paid annual leave based on a minimum of 2.5 calendar days per month of employment. | |  |  |  |  |
| ***Check****: SEA, collective bargaining agreement, wage accounts* | | | | | |

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| **No.** | **Questions** | **Ship** | | | | | | | | **Comments / Documents**  **seen** |
| **Yes** | | | **No** | | **NA** | | |
| **A2.4.3** | It is ensured that no agreements exist that allows to forgo the minimum annual paid leave.  (*Exemptions to be specified in DMLC –Part I*) |  | | |  | |  | | |  |
| **2.5** | **Repatriation** | | | | | | | | | |
| **2.5.1** | It is ensured that seafarers are repatriated at no cost. |  | | |  | |  | | |  |
| ***Note****: Compensation for repatriation should include costs for passage, accommodation and food, transportation of luggage, medical treatment if necessary, payment and allowances. Seafarers should be transported to an agreed destination of repatriation (e.g. country of residence).* | | | | | | | | | | |
| **A2.5.2(b)** | It is ensured that the service period onboard following which a seafarer is entitled to repatriation is less than 12 months. |  | | |  | |  | | |  |
| **A2.5.2(c)** | The seafarers’ entitlements are granted by the shipowner for repatriation, including those relating to destination of repatriation, mode of transport and expenses to be covered by the shipowner (or his contractual partner) incl. other arrangements arising from the contract or national provisions. |  | | |  | |  | | |  |
| **A2.5.3** | The possible reason for repatriation at the seafarer’s own account is in compliance with Flag State law or any collective bargaining agreement. |  | | |  | |  | | |  |
| ***Check****: SEA or collective bargaining agreements or national provisions for a repatriation agreement.* | | | | | | | | | | |
| **A2.5.3** | Neither advance nor other payment are requested from the seafarer for repatriation nor methods of recovering costs for their repatriation are in force, unless the seafarer has been found to be in serious default of the seafarer’s employment obligations. |  | | |  | |  | | |  |
| **2.5.2** | Financial security for repatriation is provided. |  | | |  | |  | | |  |
| ***Check****: Evidence in relevant documents must be provided (e.g. P&I Insurance letter).* | | | | | | | | | | |
| **A2.5.9** | A copy of the national regulations regarding repatriation is available to all seafarers in an appropriate language. | |  | | |  | |  |  | |
| **2.7** | **Manning levels** | | | | | | | | | |
| **A2.7.1** | The ship is manned with a sufficient number of personnel for the safe, efficient and secure operation of the ship. Account is taken to fatigue and the nature and conditions of the particular voyage. | | |  | |  | |  |  | |
| ***Note****: The vessel is manned according the Safe Manning Document (SMD) and under consideration of safety and security aspects. For further information see IMO Circular STW 40/8/1-3. Check also the Certificate of class if the Class sign UMS (Unattended machinery space)/AUT is still applicable.*  ***Check****: Minimum Safe Manning certificate with crew list, crew documents, work arrangements and job description that sufficient qualified personnel for ship operations including food & catering and medical care is available.* | | | | | | | | | | |

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| **No.** | **Questions** | | **Ship** | | | | | | **Comments / Documents**  **seen** |
| **Yes** | | **No** | **NA** | | |
| **Title 3. Accommodation, recreational facilities, food and catering** | | | | | | | | | |
| **3.1** | **Accommodation and recreational facilities** | | | | | | | | |
| **3.1.2 Existing Ships:** *If the ship was keel-laid before the entry into force of MLC, 2006* ***(August 20, 2013)****:*  -the non-constructional items of Standard 3.1 of the MLC 2006 and the requirements regarding construction and equipment of ILO 92/133 apply as applicable before in the Flag State. | | | | | | | | | |
| If the Flag State requires a certificate of compliance with ILO Conventions 92/133 (or 147): The Certificate of Compliance with ILO 92/133 (147) is available. | | |  | |  |  | | |  |
| **3.1.2 New Building:** *If the ship was keel-laid after the entry into force of MLC, 2006* ***(August 20, 2013)****:*  all requirements of Standard 3.1 of the MLC, 2006 apply (non-constructional items as well as requirements regarding construction and equipment) | | | | | | | | | |
| A Certificate of Compliance for the requirements relating to construction and equipment of Regulation 3.1 is available.  **Existing Ships / New Building**  A certificate for compliance with the applicable noise levels is available, if required by Flag State. | | |  | |  |  | | |  |
|  | |  |  | | |  |
| **General requirements** | | | | | | | | | |
| **A3.1.17** | Appropriate seafarers’ recreational facilities, amenities and services are provided, as adapted to meet the special needs of seafarers. |  | |  | | |  |  | |
| **A3.1.18** | There are measures implemented stating: | | | | | | | | |
|  | that frequent accommodation inspections shall be carried out by the master or a designated person to ensure that seafarers’ accommodations are clean, decently habitable and well maintained | |  | |  |  | | |  |
|  | that the results of each inspection have been recorded and are available for review | |  | |  |  | | |  |
| **A3.1.19** | The different and distinctive religious and social practices without the discrimination of seafarers are taken into account for the application and fairly variation of this standard. | |  | |  |  | | |  |
| **Recreational facilities** | | | | | | | | | |
| **3.2** | **Food and catering** | | | | | | | | |
| **A3.2.1** | The ship has a valid “Ship sanitation control exemption certificate”. | |  | |  |  | | |  |
| ***Note****: the validity of Ship sanitation control exemption certificate is max. 6 months; some vessels might have in addition a separate drinking water certificate* | | | | | | | | | |

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| **No.** | **Questions** | | **Ship** | | | | | **Comments / Documents**  **seen** | |
| **Yes** | **No** | | **NA** | |
| **A.3.2.2(c)** | The ship is equipped with catering staff, properly trained and instructed. | |  |  | |  | |  | |
| **A.3.2.3** | The ships’ cook is trained, qualified and found competent according to the requirements of the Flag State. | |  |  | |  | |  | |
| ***Check****: the cooks certificates, employment records and confirmation of the training course authorized by the Flag State* | | | | | | | | | |
|  | The ship’s cook has participated in a recognized training course (by the Flag State) covering practical cookery, hygiene, storage, stock control, catering health and safety and environmental protection. | |  |  | |  | |  | |
|  | On board ships with an actual number of seafarers less than 10 the Flag State may not require to carry a fully qualified cook.  In this case: The person who is processing food in the galley has been trained and instructed in areas including food and personal hygiene as well as handling and storage of food. | |  |  | |  | |  | |
| ***Check****: evidence about the successful completion of training* | | | | | | | | | |
| The master or a person appointed by the master carries out frequent documented inspections of the: | | | | | | | | | |
|  | * supplies of food and drinking water; | |  |  | |  | |  | |
|  | * spaces used for handling and storage of food; | |  |  | |  | |  | |
|  | * galley and other equipment used in the preparation and service of meals. | |  |  | |  | |  | |
| ***Check****: the relevant documentation* | | | | | | | | | |
|  | The person responsible for carrying out the frequent documented inspections is: | |  |  | |  | |  | |
|  | The cook is not under the age of 18 years. | |  |  | |  | |  | |
| **Section 4. Health protection, medical care, welfare and social security protection** | | | | | | | | | |
| **4.1** | **Medical care on board ship and ashore** | | | | | | | | |
| It is ensured that: | | | | | | | | | |
| * medicines, medical equipment and facilities for diagnosis and treatment and to medical information and expertise are available and prompt accessible | |  | | |  | |  | |  |
| * seafarers receive proper medical treatment (medical doctor and/or dentist) ashore without delay in ports of call, where practicable | |  | | |  | |  | |  |
| * medical care and health protection services provided either on board or ashore are free of charge for the seafarers. | |  | | |  | |  | |  |
| * measures providing for health protection and medical care (including essential dental care) are not limited to treatment of sick or injured seafarers but include measures of preventive character such as health promotion and health education programmes. | |  | | |  | |  | |  |
| The standard medical report form adopted by the Flag State is available on board and is used in case of onboard and onshore medical treatments of seafarers. | |  | | |  | |  | |  |
| The contents of the completed medical form are kept strictly confidential and protected and are only use to facilitate the treatment of seafarers. | |  | | |  | |  | |  |
| ***Check****: medical report forms* | | | | | | | | | |

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| **No.** | **Questions** | **Ship** | | | **Comments / Documents**  **seen** |
| **Yes** | **No** | **NA** |
| The following is available: | | | | | |
|  | * the medical locker is fully equipped with valid supplies as per Flag State requirements |  |  |  |  |
|  | * documented evidence that the contents of the medical chest is inspected at least every 12 months by the competent authority or a responsible person designated by the competent authority |  |  |  |  |
|  | * medical equipment as per Flag State requirements |  |  |  |  |
|  | * medical guides (the most recent editions of the International Medical Guide for Ships, the Medical First Aid Guide for Use in Accidents Involving Dangerous Goods, the Document for Guidance – An International Maritime Training Guide, and the medical section of the International Code of Signals as well as similar national guides) |  |  |  |  |
|  | If the ship carries 100 or more people and is engaged in voyages of more than three days duration a qualified doctor is available on board. |  |  |  |  |
|  | If no doctor on board is required by law, at least one seafarer is in charge for medical care or at least one seafarer is in charge for providing medical first aid (qualification shall be meet the according requirements of STCW. |  |  |  |  |
| The person in charge is: | | | | | |
| ***Check****: qualification certificates and job descriptions* | | | | | |
|  | Measures and equipment are in place to receive medical advice via radio or satellite (up-to-date list of communication numbers through which medical advice can be obtained). |  |  |  |  |
| **4.2** | Shipowners’ liability |  |  |  |  |
|  | Seafarers are protected from the financial consequences of sickness, injury or death while serving under an employment agreement (Flag State shall determine the scope of the shipowner’s financial security for seafarers). |  |  |  |  |
|  | The shipowner is liable to bear the costs for medical care, long-term disability or compensation of death during the seafarer’s employment. |  |  |  |  |
| ***Check****:*  The SEA/collective bargaining agreements to verify the coverage as required by national law. P&I Insurance documents or comparable documents stating coverage of crew cost related to sickness, injury and death are available. | | | | | |

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| **No.** | **Questions** | **Ship** | | | **Comments / Documents**  **seen** |
| **Yes** | **No** | **NA** |
|  | It Is ensured that the ship owner will bear the cost for the seafarers’ medical care incl. lodging for a period not less than 16 weeks. |  |  |  |  |
|  | Seafarers on board with incapacity for work due to sickness or injury receive their wages in full until they are repatriated (Flag State may define a longer period for entitlement of sick pay). |  |  |  |  |
|  | Wages are paid from the time of repatriation until their recovery or until Seafarers are entitled to cash benefits under the member’s legislation (If required by national law or collective agreement). |  |  |  |  |
|  | It Is ensured that burial expenses for seafarers deceased whilst onboard are covered by the shipowner. |  |  |  |  |
|  | Measures are implemented with respect to handling of property of sick, injured or deceased seafarers. |  |  |  |  |
| **4.3** | **Health and safety protection and accident prevention** | | | | |
|  | The vessel has an occupational safety and health policy and programme to prevent accidents, injuries and diseases that complies with national and international regulations and relevant standards and guidelines. |  |  |  |  |
| ***Note****: IMO circular MSC-MEPC.2/Circ.3 “Guidelines on the basic elements of a shipboard occupational health and safety programme” give guideline in preparing procedures for the onboard occupational health and safety programme.* | | | | | |
|  | Risk evaluation in relation to management of occupational safety and health is conducted. |  |  |  |  |
| ***Check****: records of risk evaluations covering all working areas* | | | | | |
| It is ensured that the Ship’s ongoing occupational safety and health policy and programme: | | | | | |
|  | * is basically known and available to all seafarers. |  |  |  |  |
|  | * includes training programmes (e.g. drills) |  |  |  |  |
|  | * includes instructions to seafarers |  |  |  |  |
|  | * pays special attention to young seafarers, if applicable |  |  |  |  |
|  | * takes account of adequate preventive measures |  |  |  |  |
|  | * appropriate personal protective equipment is available, used and maintained correctly |  |  |  |  |
|  | * reviewed in appropriate intervals to ensure continuous improvement |  |  |  |  |
|  | The specific duties and responsibilities of the master or a person designated by the master, or both, are defined in respect to the implementation and compliance with the ship policy and occupational health and safety programme. |  |  |  |  |
| ***Note****: These requirements can already exist in other management systems implemented on board like ISM.* | | | | | |
| ***Check****: occupational health and safety policy and programme and job description* | | | | | |
|  | A ship safety committee with seafarer representative(s) is established on board (for ships with 5 or more seafarers). |  |  |  |  |
| ***Check****: documents showing members and reports of meetings.* | | | | | |

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| **No.** | **Questions** | **Ship** | | | **Comments / Documents**  **seen** |
| **Yes** | **No** | **NA** |
| Reasonable precautions are implemented to prevent occupational accidents, injuries and diseases, including: | | | | | |
|  | * measures to reduce the risk of exposure to chemicals |  |  |  |  |
|  | * measures to reduce the risk that may arise from use of equipment and machinery and of exposure to harmful levels of ambient factors. |  |  |  |  |
|  | * If relevant particular hazards posted to the attention of the seafarers |  |  |  |  |
|  | * if publicity materials such as posters, audiovisual material periodical   are available on board |  |  |  |  |
|  | * if special consideration is given to any national requirements |  |  |  |  |
|  | If following subjects are considered: | | | | |
|  | * *structural features of the ship (asbestos)* |  |  |  |  |
|  | * *machinery* |  |  |  |  |
|  | * *extreme surface temperature (high or low)* |  |  |  |  |
|  | * *effects of noise and vibration* |  |  |  |  |
|  | * *effects of ambient factors (e.g. tobacco smoke)* |  |  |  |  |
|  | * *safety measures on and below deck* |  |  |  |  |
|  | * *cargo equipment* |  |  |  |  |
|  | * *mooring equipment* |  |  |  |  |
|  | * *dangerous cargo and ballast* |  |  |  |  |
|  | * *personal protective equipment* |  |  |  |  |
|  | * *working aloft and in enclosed spaces* |  |  |  |  |
|  | * *fatigue, drug abuse, HIV /AIDS protection,* |  |  |  |  |
|  | * *emergency and accident response* |  |  |  |  |
|  | Occupational health and safety related accidents and incidents are investigated, analysed and reported to the company and to the Flag State, if required. |  |  |  |  |
| ***Check****: Reports and correspondence to verify that occupational health and safety related accidents and incidents reports and risk assessments are submitted to the company, analyzed and corrective action are taken.* | | | | | |
| **4.5** | **Social security** | | | | |
| Seafarers are covered by at least 3 of the 9 social security branches (they must include medical care, sickness benefit, employment injury benefit): | | | | | |
|  | * medical care |  |  |  |  |
|  | * sickness benefit |  |  |  |  |
|  | * unemployment benefit |  |  |  |  |

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| **No.** | **Questions** | **Ship** | | | **Comments / Documents**  **seen** |
| **Yes** | **No** | **NA** |
|  | * old-age benefit |  |  |  |  |
|  | * employment injury benefit |  |  |  |  |
|  | * family benefit |  |  |  |  |
|  | * maternity benefit |  |  |  |  |
|  | * invalidity benefit |  |  |  |  |
|  | * survivors’ benefit |  |  |  |  |
| ***Check****: SEA and Collective bargaining agreements* | | | | | |
| **Section 5. Compliance and enforcement** | | | | | |
| **5.1** | **General principles** | | | | |
|  | A copy of the MLC, 2006 is available to all seafarers on board. |  |  |  |  |
| **5.2** | **On-board complaint procedure** | | | | |
|  | A procedure for on-board handling of seafarers’ complaints regarding the MLC, 2006 and basic rights is available. |  |  |  |  |
| ***Check****: documented procedure* | | | | | |
|  | Seafarers are able to complain directly to the ships’ master and/or an external authority. |  |  |  |  |
|  | Seafarers have the right to be accompanied or represented when lodging a complaint. |  |  |  |  |
|  | Seafarers are protected against victimization when lodging a complaint. |  |  |  |  |
|  | All seafarers have been provided with a copy of the on-board compliant procedure. |  |  |  |  |
|  | The on-board complaint procedure includes: |  |  |  |  |
|  | * Contact information for the competent authority in the Flag State |  |  |  |  |
|  | * Contact information in the seafarers’ country of residence (if different from Flag State) |  |  |  |  |
|  | * Name of person(s) on board nominated to provide, on a confidential basis, seafarers with neutral advice on their complaint or otherwise assist them. |  |  |  |  |
|  | Records of lodged complaints are kept on board. |  |  |  |  |
| ***Note****: a copy of the lodged complaint should be given to the seafarer* | | | | | |

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| **General comments:** |
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It is recommended that:

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| A Full Term MLC may be issued valid for a period of five (5) years. …………………………………………… |  | |  |
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| No Full Term MLC to be issued until Non-Conformities has been close-up at an Additional Inspection (Follow-up Inspection).……..…………………………....……………………..………………………………… |  | |  |
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| I have issued the MLC-ST Certificate No. | | | | | | |  | | | | at | |  | |
|  | | | | | | |  | | | |  | | (Place of issue of MLC-ST Certificate) | |
| the |  | | of | |  | | | of |  | | | . | | |
|  | (Day) | |  | | (Month) | | |  | (Year) | | |  | | |
|  |  | |  | |  | | |  |  | | |  | | |
| Valid until: | |  | | of | |  | | of | |  | | | | . |
|  | | (Day) | |  | | (Month) | |  | | (Year) | | | |  |
|  | |  | |  | |  | |  | |  | | | |  |
| **Note: MLC-ST Certificate following Initial or Renewal Inspection should be issued for a period not exceeding five (5) months.** | | | | | | | | | | | | | | |
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| The Existing MLC Certificate No. | | | |  | | | has been endorsed at: | |  |
|  | | | | |  | | | | (Place of issue of endorsement) |
| the |  | of |  | | | of |  | . | |
|  | (Day) |  | (Month) | | |  | (Year) |  | |

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| The Existing MLC Certificate No. |  | has not been endorsed until Non-Conformities have been |
| close-up at an Additional Inspection (Follow-Up Inspection) | | |

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| Issued at : | |  | the |  | of |  | of |  | | . | |
|  | | (Place of issue of Checklist) |  | (Day) |  | (Month) |  | (Year) | |  | |
|  |  | | | | | | | |  | |
| Name and Signature of duly authorized MLC Inspector | | | | | | | | | | |
| By: Intermaritime Certification Services (ICS) | | | | | | | | | | |