Department of Economic Development

Isle of Man Ship Registry

Consultation Paper:

Maritime Labour Convention 2006

Title 2 - Conditions of Employment

This consultation paper is part of a series setting out the Isle of Man Ship Registry's proposals for implementing the International Labour Organizations Maritime Labour Convention 2006 (MLC).

The Isle of Man has chosen to break the consultation into distinct and manageable parts and this paper deals with proposals for the implementation of Title 2 – Conditions of Employment. Consultation documents on the remaining Titles will follow as soon as they are prepared.

You are invited to examine these proposals and in particular the questions at the end of the paper, and provide written feedback to the Isle of Man Ship Registry by **15th April 2011.** Feedback can be accepted by mail or email and should be sent to:

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A public summary of the responses received to the consultation will be made available to the public within 3 months of the closing date of the consultation.

Background to the Maritime Labour Convention:

In 2006, the ILO adopted the Maritime Labour Convention (MLC) which consolidates and updates more than 65 international maritime labour instruments adopted over the last 80 years. For the first time, the Convention provides a global legal instrument for maritime labour standards for the world's ship owners, seafarers and maritime nations. The Convention sets out a wide range of rights relating to decent working conditions for seafarers and covers subjects including health, safety, minimum age, recruitment, hours of work and other vital issues affecting seafarers' lives.

The Convention is made up of 3 related parts, the Articles, the Regulations and the Code. The Articles and Regulations set out the core rights and principles, whilst the Code contains details for the implementation of the Regulations. The Code is made up of two parts, Part A mandatory standards and Part B non mandatory standards. The Regulations and the Code are organised into five titles:

Title 1: Minimum requirements for seafarers to work on a ship

Title 2: Conditions of employment

Title 3: Accommodation, recreational facilities, food and catering

Title 4: Health protection, medical care, welfare and social security protection

Title 5: Compliance and Enforcement

Application of MLC:

MLC applies to any ship whether publically or privately owned, ordinarily engaged in commercial activities, except for:

(a) Ships engaged in fishing or similar pursuits;

(b) Ships of traditional build such as dhows and junks;

(c) Warships or naval auxiliaries; or

(d) Ships which navigate exclusively in inland waters or waters within, or closely adjacent to, sheltered waters or areas where port regulations apply.

MLC applies to all seafarers and this means any person who is employed or engaged or works in any capacity on board a ship.

The majority of MLC requirements place a responsibility on the shipowner for which Article 2(1)(j) of the Convention contains the following definition:

"shipowner" means the owner of a ship or any other organisation or person such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with the Maritime Labour Convention, regardless of whether any other organisation or persons fulfil certain of the duties or responsibilities on behalf of the owner.

Isle of Man Implementation of MLC:

The Isle of Man government is committed to operating a high quality international registry and to providing an international framework in compliance with the applicable international maritime conventions established by IMO and ILO, whilst supporting best practice in the operation of registered vessels.

In preparation for ratification of the MLC, the Isle of Man Ship Registry is developing regulations which will provide the framework for Isle of Man registered vessels to which MLC applies (MLC ships) to achieve compliance.

The intent of Isle of Man MLC regulations is to give effect to the Maritime Labour Convention 2006:

- without any expansion of scope;

and to the greatest extent possible

- without any requirements additional to those of the convention; and
- to allow shipowners and seafarers to develop flexible approaches to compliance with required standards.

Accordingly, Isle of Man MLC regulations (and any related legislative amendments) will not affect requirements for ships to which MLC does not apply and these ships shall continue to be required to comply with existing regulations.

For ships to which MLC applies, existing regulations about similar matters will no longer apply.

Proposed Implementation of Title 2 – Conditions of Employment (A2.1-2.8):
MLC title 2 consists of 8 regulations and associated standards and guidelines.

Regulation 2.1 – Seafarers' employment agreements
Purpose: To ensure that seafarers have a fair employment agreement

Regulation 2.2 – Wages
Purpose: To ensure that all seafarers are paid for their work regularly, in full and in accordance with their employment agreements.

Regulation 2.3 – Hours of work and hours of rest
Purpose: To ensure that seafarers have regulated hours of work or hours of rest.

Regulation 2.4 – Entitlement to leave
Purpose: To ensure that seafarers have adequate paid annual leave.

Regulation 2.5 – Repatriation
Purpose: To ensure that seafarers have a right to be repatriated at no cost to themselves.

Regulation 2.6 – Seafarer compensation for the ship's loss or foundering
Purpose: To ensure that seafarers are compensated in the case of injury, loss or unemployment arising from the loss or foundering of a ship.

Regulation 2.7 – Manning levels
Purpose: To ensure that seafarers work on board ships with sufficient personnel for the safe, efficient and secure operation of the ship.

Regulation 2.8 – Career and skill development and opportunities for seafarers' employment.
Purpose: To promote career and skill development and employment opportunities for seafarers

It is proposed Isle of Man MLC regulations will implement Title 2 regulations and standards as set out in the table below. For ease of reference the complete MLC text for Title 2 regulations and standards is included in the table.

If there is no entry in the right hand column of the table then the Isle of Man regulations will implement MLC Title 2 as per the MLC text.

The Isle of Man Ship Registry has given appropriate consideration to all MLC guidelines for implementation of standards. Where the IoM Ship Registry intends to follow the approach suggested by particular guidelines this will be noted in the following table, using the prefix (B). Where particular guidelines are not referenced below, it can be assumed that the Isle of Man Ship Registry is not adopting the approach suggested by the guideline.

2.1 Seafarer employment agreements (SEAs)

(**Ref**	**MLC text or title**	**Isle of Man proposal**
R2 .1.1	The terms and conditions for employment of a seafarer shall be set out or referred to in a clear written legally enforceable agreement and shall be consistent with the standards set out in the Code.	
R2.1.2	Seafarers' employment agreements shall be agreed to by the seafarer under conditions which ensure that the seafarer has an opportunity to review and seek advice on the terms and conditions in the agreement and freely accepts them before signing.	
R2.1.3	To the extent compatible with the Member's national law and practice, seafarers' employment agreements shall be understood to incorporate any applicable collective bargaining agreements.	
A2.1.1	Each Member shall adopt laws or regulations requiring that ships that fly its flag comply with the following requirements:	
A2.1.1a	seafarers working on ships that fly its flag shall have a seafarers' employment agreement signed by both the seafarer and the shipowner or a representative of the shipowner (or, where they are not employees, evidence of contractual or similar arrangements) providing them with decent working and living conditions on board the ship as required by this Convention;	
A2.1.1b	seafarers signing a seafarers' employment agreement shall be given an opportunity to examine and seek advice on the agreement before signing, as well as such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities;	
A2.1.1c	the shipowner and seafarer concerned shall each have a signed original of the seafarers' employment agreement;	
A2.1.1d	measures shall be taken to ensure that clear information as to the conditions of their employment can be easily obtained on board by seafarers, including the ship's master, and that such information, including a copy of the seafarers' employment agreement, is also accessible for review by officers of a competent authority, including those in ports to be visited;	
A2.1.1e	seafarers shall be given a document containing a record of their employment on board the ship.	
A2.1.2	Where a collective bargaining agreement forms all or part of a seafarers' employment agreement, a copy of that agreement shall be available on	

	board. Where the language of the seafarers' employment agreement and any applicable collective bargaining agreement is not in English, the following shall also be available in English (except for ships engaged only in domestic voyages):	
A2.1.2a	a copy of a standard form of the agreement; and	
A2.1.2b	the portions of the collective bargaining agreement that are subject to a port State inspection under Regulation 5.2.	
A2.1.3	The document referred to in paragraph 1(e) of this Standard shall not contain any statement as to the quality of the seafarers' work or as to their wages. The form of the document, the particulars to be recorded and the manner in which such particulars are to be entered, shall be determined by national law.	the record of employment must contain: name, port of registry, gross tonnage and IMO number of the ship for each ship on which the seafarer has worked during the period of employment for which the record of employment is being provided. Description of the voyage for each voyage which the seafarer has undertaken during the period of employment for which the record of employment is being provided. Capacity in which seafarer is/was employed for each capacity in which the seafarer has been employed during each voyage. Date employment started and date of discharge
A2.1.4	Each Member shall adopt laws and regulations specifying the matters that are to be included in all seafarers' employment agreements governed by its national law. Seafarers' employment agreements shall in all cases contain the following particulars:	
A2.1.4a	the seafarer's full name, date of birth or age, and birthplace;	
A2.1.4b	the shipowner's name and address;	
A2.1.4c	the place where and date when the seafarers' employment agreement is entered into;	
A2.1.4d	the capacity in which the seafarer is to be employed;	
A2.1.4e	the amount of the seafarer's wages or, where applicable, the formula used for calculating them;	
A2.1.4f	the amount of paid annual leave or, where applicable, the formula used for calculating it;	
A2.1.4g	the termination of the agreement and the conditions thereof, including:	
A2.1.4g	(i) 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, which shall not be less for the shipowner than for the seafarer;	

	(ii) if the agreement has been made for a definite period, the date fixed for its expiry; and	
	(iii) 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;	
A2.1.4h	the health and social security protection benefits to be provided to the seafarer by the shipowner;	
A2.1.4i	the seafarer's entitlement to repatriation;	
A2.1.4j	reference to the collective bargaining agreement, if applicable; and	
A2.1.4k	any other particulars which national law may require.	(i) Information about (and/or where to get more information about) the shipowner's complaints procedure; and (ii) Hours of rest
A2.1.5	Each Member shall adopt laws or regulations establishing minimum notice periods to be given by the seafarers and shipowners for the early termination of a sea-farers' employment agreement. The duration of these minimum periods shall be deter-mined after consultation with the shipowners' and seafarers' organizations concerned, but shall not be shorter than seven days.	The minimum notice for termination of a Seafarers' Employment Agreement shall be 7 days with exceptions as detailed below.
A2.1.6	A notice period shorter than the minimum may be given in circumstances which are recognized under national law or regulations or applicable collective bar-gaining agreements as justifying termination of the employment agreement at shorter notice or without notice. In determining those circumstances, each Member shall ensure that the need of the seafarer to terminate, without penalty, the employment agreement on shorter notice or without notice for compassionate or other urgent reasons is taken into account.	The minimum notice period shall not be less for the shipowner than for the seafarer and the minimum notice for termination of a Seafarers' Employment Agreement shall be 7 days, except where: i. Both parties to the agreement may agree that a shorter notice period is acceptable or applies; ii.The misconduct of the seafarer as prescribed in the Code of Conduct for the Merchant Navy, may require a shorter notice period or termination without notice; iii. The seafarer wishes to terminate the agreement because the shipowner can no longer meet their obligations under the agreement; iv. The seafarer has need to terminate the agreement on a shorter notice period or without notice for compassionate or other urgent reasons; or, v. If, in the opinion of the Master, the seafarer's continued employment would be likely to endanger the

		vessel or any person aboard.
B2.1.1.	1. In determining the particulars to be recorded in the record of employment referred to in Standard A2.1, paragraph 1(e), each Member should ensure that this document contains sufficient information, with a translation in English, to facilitate the acquisition of further work or to satisfy the sea-service requirements for upgrading or promotion. A seafarers' discharge book may satisfy the requirements of paragraph 1(e) of that Standard	As a minimum the 'record of employment' must contain this information in English.

2.2 Wages

R 2.2.1	All seafarers shall be paid for their work regularly and in full in accordance with their employment agreements.	
A2.2.1	Each Member shall require that payments due to seafarers working on ships that fly its flag are made at no greater than monthly intervals and in accordance with any applicable collective agreement.	
A2.2.2	Seafarers shall be given a monthly account of the payments due and the amounts paid, including wages, additional payments and the rate of exchange used where payment has been made in a currency or at a rate different from the one agreed to.	the monthly account also includes details of any allowable deduction as listed in B2.2.2.4h.
A2.2.3	Each Member shall require that shipowners take measures, such as those set out in paragraph 4 of this Standard, to provide seafarers with a means to transmit all or part of their earnings to their families or dependants or legal beneficiaries.	
A2.2.4	Measures to ensure that seafarers are able to transmit their earnings to their families include:	
A2.2.4a	a system for enabling seafarers, at the time of their entering employment or during it, to allot, if they so desire, a proportion of their wages for remittance at regular intervals to their families by bank transfers or similar means; and	
A2.2.4b	a requirement that allotments should be remitted in due time and directly to the person or persons nominated by the seafarers.	

A.2.2.5	Any charge for the service under paragraphs 3 and 4 of this Standard shall be reasonable in amount, and the rate of currency exchange, unless otherwise provided, shall, in accordance with national laws or regulations, be at the prevailing market rate or the official published rate and not unfavourable to the seafarer.	
A.2.2.6	Each Member that adopts national laws or regulations governing seafarers' wages shall give due consideration to the guidance provided in Part B of the Code.	
B2.2.2.1 b	For the purpose of calculating overtime, the number of normal hours per week covered by the basic pay or wages should be prescribed by national laws or regulations, if not determined by collective agreements, but should not exceed 48 hours per week; collective agreements may provide for a different but not less favourable treatment;	The number of normal hours per week covered by the basic pay or wages cannot exceed 48 hours per week.
B2.2.2.1 c	The rate or rates of compensation for overtime, which should be not less than one and one-quarter times the basic pay or wages per hour, should be prescribed by national laws or regulations or by collective agreements, if applicable;	The rate/rates of compensation for overtime cannot be less than one and one-quarter times the basic pay or wages per hour.
B2.2.2.3	National laws or regulations or collective agreements may provide for compensation for overtime or for work performed on the weekly day of rest and on public holidays by at least equivalent time off duty and off the ship or additional leave in lieu of remuneration or any other compensation so provided.	Compensation for overtime or for work performed on the weekly day of rest but NOT on public holidays. Required compensation will be by at least equivalent time off duty and off the ship or additional leave in lieu of remuneration.
B2.2.2.4 d	On termination of engagement all remuneration due should be paid without undue delay;	Any remaining wages, payable on termination of an SEA are paid no later than the date on which the next payment of basic wages would have fallen had the SEA continued.
B2.2.2.4 e	Adequate penalties or other appropriate remedies should be imposed by the competent authority where shipowners unduly delay, or fail to make, payment of all remuneration due;	20 per cent per annum rate of interest to be applied to non-payment of remuneration when due. (This is the penalty applied for late payment in existing regulations for Isle of Man ships).

B2.2.2.4 h	Deduction from remuneration should be permitted only if: (i) there is an express provision in national laws or regulations or in an applicable collective agreement and the seafarer has been informed, in the manner deemed most appropriate by the competent authority, of the conditions for such deductions; and (ii) the deductions do not in total exceed the limit that may have been established by national laws or regulations or collective agreements or court decisions for making such deductions;	No limit on total deductions. Deductions permitted for: a) on board purchases b) radio or telephone calls c) cash advances d) contributions by the seafarer in relation to any pension fund; and any charity; and in relation to contributions in respect of membership of a body to any trade union and any friendly society.

2.3 Hours of work and rest

R 2.3.1	Each Member shall ensure that the hours of work or hours of rest for seafarers are regulated.	
R 2.3.2	Each Member shall establish maximum hours of work or minimum hours of rest over given periods that are consistent with the provisions in the Code.	Requirements in line with minimum hours of rest in accordance with A 2.3.5b.
A2.3.1	For the purpose of this Standard, the term:	
	(a) hours of work means time during which seafarers are required to do work on account of the ship;	
	(b) hours of rest means time outside hours of work; this term does not include short breaks.	
A2.3.2	Each Member shall within the limits set out in paragraphs 5 to 8 of this Standard fix either a maximum number of hours of work which shall not be exceeded in a given period of time, or a minimum number of hours of rest which shall be provided in a given period of time.	
A2.3.3	Each Member acknowledges that the normal working hours' standard for seafarers, like that for other workers, shall be based on an eight-hour day with one day of rest per week and rest on public holidays. However, this shall not prevent the Member from having procedures to authorize or register a collective agreement which determines seafarers' normal working hours on a basis no less favourable than this standard.	

A2.3.4	In determining the national standards, each Member shall take account of the danger posed by the fatigue of seafarers, especially those whose duties involve navigational safety and the safe and secure operation of the ship.	
A2.3.5	The limits on hours of work or rest shall be as follows:	
	(a) maximum hours of work shall not exceed:	
	(i) 14 hours in any 24-hour period; and	
	(ii) 72 hours in any seven-day period; or	
	(b) minimum hours of rest shall not be less than:	
	(i) ten hours in any 24-hour period; and	
	(ii) 77 hours in any seven-day period.	
A2.3.6	Hours of rest may be divided into no more than two periods, one of which shall be at least six hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.	
A2.3.7	Musters, fire-fighting and lifeboat drills, and drills prescribed by national laws and regulations and by international instruments, shall be conducted in a manner that minimizes the disturbance of rest periods and does not induce fatigue.	
A2.3.8	When a seafarer is on call, such as when a machinery space is unattended, the seafarer shall have an adequate compensatory rest period if the normal period of rest is disturbed by call-outs to work.	
A2.3.9	If no collective agreement or arbitration award exists or if the competent authority determines that the provisions in the agreement or award in respect of paragraph 7 or 8 of this Standard are inadequate, the competent authority shall determine such provisions to ensure the seafarers concerned have sufficient rest.	
A2.3.10	Each Member shall require the posting, in an easily accessible place, of a table with the shipboard working arrangements, which shall contain for every position at least:	
	(a) the schedule of service at sea and service in port; and	
	(b) the maximum hours of work or the minimum hours of rest required by national laws or regulations or applicable collective agreements.	

A2.3.11	The table referred to in paragraph 10 of this Standard shall be established in a standardized format in the working language or languages of the ship and in English.	
A2.3.12	Each Member shall require that records of seafarers' daily hours of work or of their daily hours of rest be maintained to allow monitoring of compliance with paragraphs 5 to 11 inclusive of this Standard. The records shall be in a standardized format established by the competent authority taking into account any available guidelines of the International Labour Organization or shall be in any standard format prepared by the Organization. They shall be in the languages required by paragraph 11 of this Standard. The seafarers shall receive a copy of the records pertaining to them which shall be endorsed by the master, or a person authorized by the master, and by the seafarers.	
A2.3.13	Nothing in paragraphs 5 and 6 of this Standard shall prevent a Member from having national laws or regulations or a procedure for the competent authority to authorize or register collective agreements permitting exceptions to the limits set out. Such exceptions shall, as far as possible, follow the provisions of this Standard but may take account of more frequent or longer leave periods or the granting of compensatory leave for watchkeeping seafarers or seafarers working on board ships on short voyages.	
A2.3.14	Nothing in this Standard shall be deemed to impair the right of the master of a ship to 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.	

2.4 Leave

R 2.4.1	Each Member shall require that seafarers employed on ships that fly its flag are given paid annual leave under appropriate conditions, in accordance with the provisions in the Code.	
R 2.4.2	Seafarers shall be granted shore leave to benefit their health and well-being and with the operational requirements of their positions.	
A2.4.1	Each Member shall adopt laws and regulations determining the minimum standards for annual leave for seafarers serving on ships that fly its flag, taking proper account of the special needs of seafarers with respect to such leave.	
A2.4.2	Subject to any collective agreement or laws or regulations providing for an appropriate method of calculation that takes account of the special needs of seafarers in this respect, the annual leave with pay entitlement shall be calculated on the basis of a minimum of 2.5 calendar days per month of employment. The manner in which the length of service is calculated shall be determined by the competent authority or through the appropriate machinery in each country. Justified absences from work shall not be considered as annual leave.	The following calculation for leave entitlements. For periods of employment less than one month, leave entitlement will be calculated pro-rata, expressed in days and any fraction of a day will be rounded up to the nearest half day. For periods of employment of one month or more but less than one year, leave entitlement will be calculated pro-rata, expressed in days and any fraction of a day will be rounded up to the nearest full day.
A2.4.3	Any agreement to forgo the minimum annual leave with pay prescribed in this Standard, except in cases provided for by the competent authority, shall be prohibited.	Not to prescribe any exceptions.
B2.4.1	Under conditions as determined by the competent authority or through the appropriate machinery in each country, service off-articles should be counted as part of the period of service.	Service off-articles is only travel to and from the ship.

B2.4.2	Under conditions as determined by the competent authority or in an applicable collective agreement, absence from work to attend an approved maritime vocational training course or for such reasons as illness or injury or for maternity should be counted as part of the period of service.	Absence from work for these reasons will not be counted in the service period.
B2.4.4a	The following should not be counted as part of annual leave with pay: (a) public and customary holidays recognized as such in the flag State, whether or not they fall during the annual leave with pay;	Public and customary holidays to be provided for including 10 days/year (pro-rata) in leave entitlements. (These are the public and customary holidays in the Isle of Man).
B2.4.4d	(d) compensatory leave of any kind, under conditions as determined by the competent authority or through the appropriate machinery in each country.	No compensatory leave of any kind to be counted as part of annual leave with pay.
B2.4.3	Division and accumulation	No division of the annual leave with pay into parts or the accumulation of such annual leave due in respect of one year together with a subsequent period of leave.
B2.4.4.1	Special measures should be considered with respect to young seafarers under the age of 18 who have served six months or any other shorter period of time under a collective agreement or seafarers' employment agreement without leave on a foreign-going ship which has not returned to their country of residence in that time, and will not return in the subsequent three months of the voyage. Such measures could consist of their repatriation at no expense to themselves to the place of original engagement in their country of residence for the purpose of taking any leave earned during the voyage	These seafarers must be offered the opportunity of repatriation after having served six months without leave on a foreign going ship at no expense to themselves to the place of original engagement in their country of residence for the purpose of taking any leave owed.

2.5 Repatriation

R 2.5.1	Seafarers have a right to be repatriated at no cost to themselves in the circumstances and under the conditions specified in the Code.	
R 2.5.2	Each Member shall require ships that fly its flag to provide financial security to ensure that seafarers are duly repatriated in accordance with the Code.	

A2.5.1	Each Member shall ensure that seafarers on ships that fly its flag are entitled to repatriation in the following circumstances:	
A2.5.1a	if the seafarers' employment agreement expires while they are abroad;	This applies when the seafarer is anywhere other than their agreed repatriation destination when their agreement expires.
A2.5.1.b	when the seafarers' employment agreement is terminated:	
	(i) by the shipowner; or	
	(ii) by the seafarer for justified reasons; and also	"justified reasons" will mean the shipowners breach of terms and conditions of employment as stated in the SEA.
A2.5.1.c	when the seafarers are no longer able to carry out their duties under their employment agreement or cannot be expected to carry them out in the specific circumstances.	
A2.5.2	Each Member shall ensure that there are appropriate provisions in its laws and regulations or other measures or in collective bargaining agreements, prescribing:	
A2.5.2(a)	the circumstances in which seafarers are entitled to repatriation in accordance with paragraph 1(b) and (c) of this Standard;	
A2.5.2(b)	the maximum duration of service periods on board following which a seafarer is entitled to repatriation – such periods to be less than 12 months; and	
A2.5.2(c)	the precise entitlements to be accorded by shipowners for repatriation, including those relating to the destinations of repatriation, the mode of transport, the items of expense to be covered and other arrangements to be made by shipowners.	
A2.5.3	Each Member shall prohibit shipowners from requiring that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment, and also from recovering the cost of repatriation from the seafarers' wages or other entitlements except where the seafarer has been found, in accordance with national laws or regulations or other measures or applicable collective bargaining agreements, to be in serious default of the seafarer's employment obligations.	Except where it is allowed in applicable collective bargaining agreements, the recovery of costs currently allowed (up to £300) is not worthwhile given the costs of recovery.

A2.5.4	National laws and regulations shall not prejudice any right of the shipowner to recover the cost of repatriation under third-party contractual arrangements.	
A2.5.5	If a shipowner fails to make arrangements for or to meet the cost of repatriation of seafarers who are entitled to be repatriated:	
A2.5.5(a)	the competent authority of the Member whose flag the ship flies shall arrange for repatriation of the seafarers concerned; if it fails to do so, the State from which the seafarers are to be repatriated or the State of which they are a national may arrange for their repatriation and recover the cost from the Member whose flag the ship flies;	
A2.5.5(b)	costs incurred in repatriating seafarers shall be recoverable from the shipowner by the Member whose flag the ship flies;	
A2.5.5(c)	the expenses of repatriation shall in no case be a charge upon the seafarers, except as provided for in paragraph 3 of this Standard.	
A2.5.6	Taking into account applicable international instruments, including the International Convention on Arrest of Ships, 1999, a Member which has paid the cost of repatriation pursuant to this Code may detain, or request the detention of, the ships of the shipowner concerned until the reimbursement has been made in accordance with paragraph 5 of this Standard.	
A2.5.7	Each Member shall facilitate the repatriation of seafarers serving on ships which call at its ports or pass through its territorial or internal waters, as well as their replacement on board.	
A2.5.8	In particular, a Member shall not refuse the right of repatriation to any seafarer because of the financial circumstances of a shipowner or because of the shipowner's inability or unwillingness to replace a seafarer.	
A2.5.9	Each Member shall require that ships that fly its flag carry and make available to seafarers a copy of the applicable national provisions regarding repatriation written in an appropriate language.	

B2.5.1.5	Shipowners should be required to continue to cover the costs of repatriation until the seafarers concerned are landed at a destination prescribed pursuant to this Code or are provided with suitable employment on board a ship proceeding to one of those destinations.	Shipowners will be required to continue to cover the costs of repatriation until the seafarers are landed at their repatriation destination. There will be no allowance for repatriation by providing suitable employment.
B2.5.1.8	The entitlement to repatriation may lapse if the seafarers concerned do not claim it within a reasonable period of time to be defined by national laws or regulations or collective agreements.	The seafarers entitlement to repatriation will end when: 1.The seafarer has not claimed the entitlement for a period of 3 months or more. 2. The seafarer confirms in writing to the shipowner that repatriation is no longer required.
B2.5.2.3	If, after young seafarers under the age of 18 have served on a ship for at least four months during their first foreign-going voyage, it becomes apparent that they are unsuited to life at sea, they should be given the opportunity of being repatriated at no expense to themselves from the first suitable port of call in which there are consular services of the flag State, or the State of nationality or residence of the young seafarer. Notification of any such repatriation, with the reasons therefore, should be given to the authority which issued the papers enabling the young seafarers concerned to take up seagoing employment.	No time constraint with respect to repatriation of young seafarers when it becomes apparent that they are unsuited for a life at sea. They should be repatriated as soon as possible, from the next available port.
2.6 Loss and foundering		
R 2.6.1	Seafarers are entitled to adequate compensation in the case of injury, loss or unemployment arising from the ship's loss or foundering.	
A2.6.1	Each Member shall make rules ensuring that, in every case of loss or foundering of any ship, the shipowner shall pay to each seafarer on board an indemnity against unemployment resulting from such loss or foundering.	

A.2.6.2	The rules referred to in paragraph 1 of this Standard shall be without prejudice to any other rights a seafarer may have under the national law of the Member concerned for losses or injuries arising from a ship's loss or foundering.	
B2.6.1.1	The indemnity against unemployment resulting from a ship's foundering or loss should be paid for the days during which the seafarer remains in fact unemployed at the same rate as the wages payable under the employment agreement, but the total indemnity payable to any one seafarer may be limited to two months' wages	Limit for total indemnity to be two months' basic wages.
B2.6.1.2	Each Member should ensure that seafarers have the same legal remedies for recovering such indemnities as they have for recovering arrears of wages earned during the service.	Legal remedies for recovering wages and indemnities will be detailed in a subsequent consultation.

2.7 Manning levels

R2.7.1	Each Member shall require that all ships that fly its flag have a sufficient number of seafarers employed on board to ensure that ships are operated safely, efficiently and with due regard to security under all conditions, taking into account concerns about seafarer fatigue and the particular nature and conditions of the voyage.	

A2.7.1	Each Member shall require that all ships that fly its flag have a sufficient number of seafarers on board to ensure that ships are operated safely, efficiently and with due regard to security. Every ship shall be manned by a crew that is adequate, in terms of size and qualifications, to ensure the safety and security of the ship and its personnel, under all operating conditions, in accordance with the minimum safe manning document or an equivalent issued by the competent authority, and to comply with the standards of this Convention.	MLC ships will comply with existing Isle of Man regulations. These regulations meet the requirements of this standard in terms of regulating manning levels. The competent authority shall be the Isle of Man Ship Registry which publishes, and will continue to publish, an Isle of Man Minimum Safe Manning Document which will comply with the standards of the MLC.
A2.7.2	When determining, approving or revising manning levels, the competent authority shall take into account the need to avoid or minimize excessive hours of work to ensure sufficient rest and to limit fatigue, as well as the principles in applicable international instruments, especially those of the International Maritime Organization, on manning levels.	
A2.7.3	When determining manning levels, the competent authority shall take into account all the requirements within Regulation 3.2 and Standard A3.2 concerning food and catering.	

Questions for feedback

Q1. Can you foresee any problems complying with these provisions and if so are you able to prescribe a suitable alternative?

Q2. Are the provisions for deductions from remuneration (B2.2.2.4h) sufficient to cover all appropriate circumstances?