

# Guidelines on the implementation of the Maritime Labour Convention on board of German flagged ships (MLC-Guideline)



Dienststelle Schiffssicherheit  
BG Verkehr

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Maritime Labour Convention on board of  
German flagged ships  
(MLC-Guideline)**



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## **Imprint**

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## **Declaration of the Dienststelle Schiffssicherheit on the implementation of the Maritime Labour Convention in Germany**

The implementation of the Maritime Labour Convention in national legislation was especially effected by entry into force of the Seearbeitsgesetz and the regulations issued on this basis.

According to § 129 Seearbeitsgesetz the Dienststelle Schiffssicherheit of the Berufsgenossenschaft für Transport und Verkehrswirtschaft (BG Verkehr) monitors if ships that sail under German flag are compliant with national regulations concerning the implementation of the Maritime Labour Convention-.

The Dienststelle Schiffssicherheit of the BG Verkehr has established a documented system for the inspection and certification of the maritime labour conditions.

The system ensures that:

- the working and living conditions for seafarers on board of German flagged ships are compliant with the standards of the Maritime Labour Convention,
- the measures laid down in the Declaration of Maritime Labour Compliance will be followed to comply with the national requirements and
- ships in international voyage with a gross tonnage of 500 tons or more are holding a valid Maritime Labour Certificate and a Declaration of Maritime Labour Compliance.

To achieve the objectives the inspections of seafarers´ working and living conditions are carried out periodically. The inspection and implementation of the requirements of the Maritime Labour Convention will be ensured by the following consistent principles:

- All verifications will be carried out according to the guidelines on the implementation of the Maritime Labour Convention on board of German flagged ships.
- The Dienststelle Schiffssicherheit has a sufficient number of qualified inspectors available to fulfil its tasks.
- The inspectors have the necessary education, training and competence to carry out inspections of the Maritime Labour conditions in an adequate manner, independent and with the necessary knowledge and expertise.
- To maintain the qualification the inspectors will be regularly qualified and trained.
- Complaints will be handled confidentially and will be analysed immediately according to documented complaints-procedures.

- Inspectors will not be assigned with tasks which might influence the effective and independent inspection.
- Recognized Organisations (ROs) have to fulfil mandatory requirements concerning qualification and independence, which will be determined in a validation process.
- Due to the system for inspection and certification it is ensured, that the verification work carried out by the RO is sufficient and meets the requirements of the Maritime Labour Convention.
- The Dienststelle Schiffssicherheit operates a data-information system, which ensures that inspection time frames and the certification periods will be observed.
- The Dienststelle Schiffssicherheit keeps records about all inspections of the Maritime Labour Conditions, which are submitted by the inspectors.
- Information about the inspection activity will be published in an annual report.
- The procedures describing the system for the inspection and certification of the Maritime Labour Conditions are part of the quality management system of the Dienststelle Schiffssicherheit and are subject to periodical internal and external evaluations.

Dienststelle Schiffssicherheit of BG Verkehr

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## Declaration of the Dienststelle Schiffssicherheit on the implementation of the Maritime Labour Convention in Germany

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## Legend



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## List of abbreviations

ArbSchG	Labour Protection Act
ASiG	Occupational Safety Act
BetrSichV	Ordinance on Industrial Safety and Health
BGB	German Civil Code
BG Verkehr	Berufsgenossenschaft für Transport und Verkehrswirtschaft
EntgFG	Act on Continued Remuneration During Illness
LärmVibrationsArbSchV	Noise and Vibration at Work Regulations
FIRG	German Flag Act
GefStoffV	Ordinance on Hazardous Substances
Offshore-ArbZV	Offshore-Working Hours Ordinance
MLC	Maritime Labour Convention
PSC	Port State Control
SchBesV	Safe Manning Regulations
SeeArbG	Maritime Labour Act
See-ArbZNV	Ordinance on the working organization and working time records in maritime shipping
SeeUnterkunftsV	Ordinance on Accommodation in Maritime Shipping
SeeArbÜV	Ordinance on Maritime Labour Inspections
TzBfG	Act on Part-time and Fixed-Term Employment
TrinkwV	Drinking Water Ordinance





# 1. Preamble

## 1.1 Purpose of this guideline and instructions for use

This guideline contains further information concerning the implementation and enforcement of the Maritime Labour Convention by the German Flag State for ships, except fishing vessels, flying the German flag. Content and structure follows the *ILO-Guidelines for Flag State Inspections under the Maritime Labour Convention, 2006*.

The guideline, conceived to provide practical help, offers information especially to:

- Inspectors verifying the Maritime Labour Conditions on board,
- Companies implementing the Maritime Labour Convention on their ships, especially when issuing Part II of the Maritime Labour Convention.

Chapter 2 „*Inspection and certification of the Maritime Labour Conditions*“ clarifies how the inspection and certification of the ships concerned is carried out in Germany.

Chapter 3 „*The particular requirements*“ specifies the individual requirements which are subject of every inspection. Models of documents can be found in the Annex to this guideline.

	<p><b>The explanations of the requirements are only extracts of legal norms which are applicable, for example the Searbeitsgesetz. Therefore, it shall be emphasized that only the respective laws and regulations in complete version are binding.</b></p>
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## 1.2 Scope of the Maritime Labour Act

In Germany the Maritime Labour Act lays down the scope of the Maritime Labour Convention.

### Ships

The Maritime Labour Act applies to all merchant vessels (ships) flying the German flag according to the German Flag Act. Merchant vessels in this context are commercially operated ships whose owners are German or nationals of an EU member state. [cf. § 1 (1) SeeArbG; §§ 1,2 FIRG]

Commercial used pleasure crafts with a length of less than 24 metres with not more than 2 persons employed on board, traditional vessels and ships, which does not leave or does not intend to leave waterways of Zone 1 and 2 under Annex I of the Inland Waterway Vessels Investigation Act, are excluded from the application of the Maritime Labour Act.



## Seafarers

Seafarer means any person working on board a ship regardless whether they are employed by the shipowner or another person or if they are self-employed persons, including persons employed for their vocational training (crew members). [cf. § 3 (1) SeeArbG]

The following persons are not crew members:

1. Pilots and persons authorized by the Federal Republic of Germany, by a federal state or by another public corporation to carry out inspections on board,
2. persons of a shipyard or equipment manufacturer carrying out guarantee work or other necessary work or for introducing the crew, work on board ship as a rule not more than 96 hours,
3. persons carrying out repair work which may not be postponed and maintenance work which may not be carried out or is not permitted to be carried out by crew members themselves, performing work on board as a rule not more than 96 hours,
4. company inspectors and cargo inspectors, on the basis of voyage planning, being on board not longer than 72,
5. artists for entertaining passengers carrying out work on board not more than 72 hours,
6. scientists, temporarily carrying out work on board ships,
7. persons, staying on board the ship for carrying out from it specific works for construction, modification and operation of structures, artificial islands and other offshore installations,
8. students attending an educational institution under federal state legislative provisions, who need practical training and seagoing service on a ship,
9. school students completing a practical training on board according to federal state legislative provisions,
10. school students receiving insight into the seafarer's job but not working on board arranged by German Shipowner Federation (Verband Deutscher Reeder) based on a contract during their holidays,
11. helmsmen on the Kiel Canal, and
12. personnel of private security companies approved in accordance with the trade regulations (Gewerbeordnung).





Despite the exemption from the term crew member the provisions of the Seearbeitsgesetz apply to the above mentioned groups of persons as follows:

[cf. § 3 (4) SeeArbG]

	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.
Minimum age (§ 10 SeeArbG)	X	X	X	X	X	X	X	X	X	X	X	X
Organization on board (§§ 120 -126 SeeArbG)	X	X	X	X	X	X	X	X	X	X	X	X
Medical fitness (§§ 11 - 20 SeeArbG)								X	X	X	X	X
Work and rest hours (§§ 42 -55 SeeArbG)								X	X	X		
Repatriation (§§ 73 - 80 SeeArbG)								X	X	X		
Accommodation and recreational facilities (§§ 93 - 96 SeeArbG)								X	X	X		
Food and catering (§§ 97, 98 SeeArbG)								X	X	X		
Medical and social care (§§ 99 - 113 SeeArbG)								X	X	X		
Special protection of young seafarers (§§ 117,118 SeeArbG)								X	X	X		
Right of complaint and complaint procedure (§§ 127, 128 SeeArbG)								X	X	X		
Instruction about occupational safety and health regulations (§ 3 (4) SeeArbG)						X	X	X	X	X		X
Safety familiarization training (§23 SeeArbG)						X	X	X	X	X		X
Service obligation (§ 32 SeeArbG)											X	
Prevention of hazards to the ships (§36 SeeArbG)											X	



The Dienststelle Schiffssicherheit may give permission that persons mentioned under number 2 and 3 may work on board longer than 96 hours without being a crew member. The permission is bound to the following conditions: [cf. § 3 (3) SeeArbG]

- The permission applies to a designated person only
- The work takes place on a specified voyage
- The work is necessary for a certain task which is not part of the normal ships routine and cannot be carried out by the crew itself
- The intended assignment takes no longer than 3 weeks



A copy of the permission must be provided on board.

School students stated in number 10 have to be insured against accidents by the shipowner.

The name of the persons which are not crew members or passengers, the purpose as well as the beginning and end of their stay on board have to be recorded in the ship's log book immediately. [cf. § 3 (5) SeeArbG]

### 1.3 Definitions provided in the Maritime Labour Act

**Young crew members** are crew members under the age of eighteen. [cf. § 7 SeeArbG]

**Shipowner** is the owner of the ship or the person or organization, who has assumed the responsibility for the operation of the ship from the owner and who takes over the duties of the shipowner according to the Maritime Labour Act/Maritime Labour Convention. [cf. § 4 (1) SeeArbG]

**Other employer;** If the shipowner is not the employer of the seafarer the duties according to the Maritime Labour Act/Maritime Labour Convention apply to the other employer, too. The shipowner retains overall responsibility especially in cases when the other employer offends his obligations. [cf. § 4 (2) SeeArbG]

**Hours of work** means time during which the crew member is required to do work. [cf. § 2 (6) SeeArbG]

**Hours of rest** means time outside hours of work, this term does not include short breaks (rest periods) according to § 45 (2) and § 53 (5) SeeArbG. [cf. § 2 No.7 SeeArbG]

**Holidays** are in Germany the public holidays at the place where the ship is moored or at anchor, abroad and at sea the public holidays of the ships' port of registry. [cf. § 2 No. 8 SeeArbG]



## 2. Inspection and certification of the maritime labour conditions

### 2.1 Fundamental principles

According to the Maritime Labour Convention all ships have to be inspected regularly by the Flag State to verify compliance of the working and living conditions as laid down in national rules and regulations. The inspection and certification process described in the following ensures that the requirements of the Maritime Labour Convention are fulfilled and enforced.

On board of ships especially the following working and living conditions have to be inspected:

[cf. § 129 (1) SeeArbG]

1. Minimum age
2. Medical fitness
3. Manning levels of the ship, crew list, qualifications
4. Recruitment service
5. Conditions of employment including hours of work and hours of rest
6. Accommodation and recreational facilities
7. Food and Catering
8. Safety and health at work, medical and social care
9. Organization on board and complaint procedure

These items are part of every inspection. The inspections are not limited to the above mentioned items; compliance of all working and living conditions will be inspected on board.

#### Who will be inspected and certified?

All ships covered by the Maritime Labour Act are subject to inspections by the Dienststelle Schiffssicherheit. It is differentiated between certified and non-certified ships.

#### Certified ships

Certified ships are all ships of 500 gross tonnage or over, engaged in international voyage or operating from a port or between ports in another country. They have to carry and maintain the following documents on board: [cf. §§ 130, § 132 SeeArbG]

1. the Maritime Labour Certificate
2. the Declaration of Maritime Labour Compliance.





## Non-certified ships

Non-certified ships neither need a Maritime Labour Certificate nor a Declaration of Maritime Labour Compliance. On board of these ships the working and living conditions have to be fulfilled in the same way as on certified ships. Compliance with the requirements on board of non-certified ships will be inspected minimum every 3 years and will be documented by an inspection report. [cf. § 134 SeeArbG]

The timeframe of 3 years starts on the day of the first inspection after the Maritime Labour Act came into force in Germany.

The following data have to be transmitted with the initial application and in case of their changes (Declaration of shipowner's responsibility):

- Name of the shipowner according to § 4 (1) SeeArbG
- Address of the shipowner
- Name and contact details (phone, e-mail, telefax) of the contact person for MLC-matters

The procedure for newbuildings is analogous to the procedure for certified ships. Before carrying out the initial inspection a plan approval of accommodation and recreational facilities has to be made. During the inspection on board it will be verified whether the details in the plan are corresponding with the local conditions.

A Maritime Labour Certificate and a Declaration of Maritime Labour Compliance may be issued for non-certified ships at the shipowner's request. [cf. § 130 (8) SeeArbG]



A model of the Declaration of shipowner's responsibility is attached in annex 1 of this guideline.

## Recognized organisations (RO)

The Dienststelle Schiffssicherheit is responsible for the inspection of the working and living conditions on board of German flagged ships. However, the shipowner may assign a RO to carry out inspections on certified ships under the following prerequisites:

- The RO is recognized by the Dienststelle Schiffssicherheit and authorised to carry out inspections. A list of the organisations coming in question will be published at the webpage of the Dienststelle Schiffssicherheit.
- A written agreement is concluded between the shipowner and RO regulating at minimum the authority of the RO to demand the rectification of deficiencies and to inform the Dienststelle Schiffssicherheit about raised deficiencies.

The shipowner has to inform the Dienststelle Schiffssicherheit if he has engaged a RO to perform an inspection and to issue an inspection report. [cf. § 130 (4) SeeArbG]



## 2.2 Maritime Labour Certificate and Declaration of Maritime Labour Compliance

The Flag State attests with the Maritime Labour Certificate that the working and living conditions of seafarers on board of the respective ship comply with the requirements of national legislation and other measures implementing the Maritime Labour Convention.

### Maritime Labour Certificate

The Dienststelle Schiffssicherheit issues the Maritime Labour Certificate with a validity of five (5) years after an inspection indicated that the working and living conditions are in compliance with the requirements. An intermediate inspection shall be carried out between the second and third anniversary date of the certificate to maintain the validity of the Maritime Labour Certificate. [cf. § 129 (2); § 130 (2), (5) SeeArbG]

### Interim Maritime Labour Certificate

An Interim Maritime Labour Certificate can be issued with a maximum validity of six (6) months, when [cf. § 131 (1), (4) SeeArbG]

- a newbuilding enters into service,
- a ship changes its flag, or
- the shipowner assumes responsibility for a type of ship that is new to this shipowner.

An extension or a *re-issue* of the Interim Maritime Labour Certificate is *not permissible*.

### Short Term Certificate

The Dienststelle Schiffssicherheit may issue a Short Term Certificate with a validity of not longer than six (6) months, if an inspection of the working and living conditions has taken place and a full term Maritime Labour Certificate can not be issued in time prior to the expiry of the existing certificate.[cf. § 131 (2) SeeArbG]



Models of the Maritime Labour Certificate and of the Interim Maritime Labour Certificate are attached in annex 1 and 2 of this guideline.



## Officially recognized Maritime Labour Certificate

The Dienststelle Schiffssicherheit may permit a shipowner that an Interim Maritime Labour Certificate or a Short Term Certificate will be substituted by an officially recognized Maritime Labour Certificate issued for not more than six (6) months by a RO after a successfully completed verification of the working and living conditions.

The RO shall only issue an officially recognized Maritime Labour Certificate if it considers the conditions for the issuance of an Interim Maritime Labour Certificate or Short Term Certificate as fulfilled. [cf. § 131 (3) SeeArbG]

The RO shall immediately notify the Dienststelle Schiffssicherheit about the issuance of an officially recognized Maritime Labour Certificate and shall submit a copy of the certificate. The certificate shall be drawn up in the form corresponding to the models given in Appendix A5-II of the Maritime Labour Convention.

## Loss of validity of the Maritime Labour Certificate

The Maritime Labour Certificate, the Interim Maritime Labour Certificate, the Short Term Certificate and the officially recognized Maritime Labour Certificate become invalid, when [cf. § 130 (6) SeeArbG]

- the intermediate inspection was not endorsed or carried out in the time allowed,
- a ship changes flag,
- a shipowner or manager ceases to assume the responsibility for the operation of the ship,
- substantial changes to structure or equipment of the accommodations and recreational facilities are made,
- they are withdrawn or revoked.

## Declaration of Maritime Labour Compliance (DMLC)

The Declaration of Maritime Labour Compliance (DMLC) has to be attached to the Maritime Labour Certificate and consists of two parts.

**DMLC Part I** is to be completed by the Dienststelle Schiffssicherheit. It identifies the national regulations on the implementation of the requirements for living and working conditions as demanded by the Maritime Labour Convention. Furthermore, all substantial equivalences and granted exemptions are included therein.

**DMLC Part II** is to be completed by the shipowner and must identify the measures adopted to comply with the national requirements set out in Part I between inspections, and the measures proposed to ensure continuous improvement. Thereby it has to be specified



- when the ongoing compliance with the requirements has to be verified,
- persons, who are responsible for the verification,
- records, that have to be made,
- procedures to be followed where deviations from the requirements are noted

Within the scope of measures the shipowner and the master should inform themselves about the current technical progress and scientific findings regarding workplace design to ensure safe working and living conditions.

	The measures taken may be described directly in DMLC Part II. It is also possible to make a reference to other documentations of the shipowner that contain a comprehensive description of the stipulated measures, e.g. procedures in the Safety Management System.
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### Issuance of the Declaration of Maritime Labour Compliance

The shipowner requests the Dienststelle Schiffssicherheit to issue a Maritime Labour Certificate and a Declaration of Maritime Labour Compliance. The application should be made in due time to avoid a delay of the initial certification of the ship concerned.

The following data have to be transmitted with the initial application and in case of changes (Declaration of shipowner's responsibility):

- Name of the shipowner according to § 4 (1) SeeArbG,
- Address of the shipowner,
- Name and contact details (phone, email, telefax) of the contact person for MLC-matters,
- Extract of the certificate of registry.

The Dienststelle Schiffssicherheit reviews and issues the Declaration of Maritime Labour Compliance. The following steps should be attended to:

- The shipowner submits an application for a ship-specific DMLC Part I to the Dienststelle Schiffssicherheit ([mlc@bg-verkehr.de](mailto:mlc@bg-verkehr.de)). When applying for DMLC Part I granted exemptions of the requirements concerning accommodation and recreational facilities and other substantial equivalences have to be declared.
- The shipowner has to develop the required measures to comply with national regulations on the basis of DMLC Part I. These measures have to be described in DMLC Part II. Form *Verification list DMLC II* may be used for the preparation of DMLC Part II.



- DMLC Part II and all applicable attachments have to be submitted in English language to the Dienststelle Schiffssicherheit by sending it by mail.
- The Dienststelle Schiffssicherheit verifies whether the measures determined by the ship owner in DMLC Part II are sufficient and appropriate to ensure the implementation of the requirements.
- Following this the Dienststelle Schiffssicherheit certifies DMLC Part II.
- The certified DMLC will be handed out by the inspector immediately if the inspection on board gives evidence about the compliance with the requirements of the Maritime Labour Convention.



A model of DMLC Part I is attached in annex 4 to this guideline.

A model of the *Verification List DMLC II* can be found under: [www.seearbeit.de](http://www.seearbeit.de)

## 2.3 Inspections

The on-going compliance with the requirements of working and living conditions on board will be ensured by a system of different inspections appropriate to the situation. These inspections have to be carried out on board the ship, which needs to be inspected.

A distinction must be made between

- inspections to issue an Interim Maritime Labour Certificate (Interim),
- initial inspections,
- intermediate inspections,
- renewal inspections and
- additional inspections.

### **Fundamental measures before carrying out the initial inspection of a ship**

- For ships constructed after effective date of the Maritime Labour Act all relevant drawings about arrangement and furnishing of the accommodation and recreational facilities must be reviewed by the Dienststelle Schiffssicherheit or a RO. (Documentary proof by *Checklist Accommodation and recreational facilities*)
- For ships constructed before the effective date of the Maritime Labour Act evidence shall be presented that the accommodation and recreational facilities comply with the Ordinance on Crew Accommodation on board Merchant Ships





dated 08. February 1973. (documentary proof by report "Fa-Ship" or other equivalent evidence)

- During the inspection it will be verified whether the information obtained by the document review of the accommodation comply with the conditions on board. This process need not be repeated in case of the following inspections except significant alterations of accommodation spaces have been made.

### **Inspection to issue an Interim Maritime Labour Certificate (Interim)**

An interim certificate may only be issued if:

- the shipowner has submitted a draft for a DMLC Part II to the Dienststelle Schiffssicherheit that contains measures and procedures to be implemented on board,
- the measures and procedures stated in the draft DMLC Part II are appropriate to comply with the requirements of the Maritime Labour Convention,
- an inspection on board of the ship was carried out with respect to Appendix A5-I of the Maritime Labour Convention, if it is appropriate and practical,
- it is verified, that the master is familiar with the requirements of the convention and his responsibility for the implementation.

A certified Declaration of Maritime Labour Compliance is not required for the period of validity of the Interim Maritime Labour Certificate.

A full inspection (Initial) of the working and living conditions according to DMLC Part I is to be carried out before the expiration of the Interim Maritime Labour Certificate and before the issue of the Maritime Labour Certificate.

### **First full Inspection (Initial)**



An inspection for the issuance of an Interim Maritime Labour Certificate should be carried out if a complete inspection is not realizable, e.g. the crew is not completely on board yet or DMLC Part II has not been approved yet. Basic requirement is that the requirements for issuing an Interim Maritime Labour Certificate are fulfilled.

The following points have to be considered before carrying out the initial inspection:

- DMLC Part II must be prepared by the shipowner. It must be submitted in time to the Dienststelle Schiffssicherheit.
- The Dienststelle Schiffssicherheit reviews if the measures drawn up are appropriate to ensure the ongoing compliance with the national requirements between the inspections.



- The measures drawn up in DMLC Part II should be implemented on board in time. This ensures that at the time of inspection sufficient evidence about the compliance with the requirements will be provided.

The Maritime Labour Certificate and the Declaration of Maritime Labour Compliance will be issued after a complete inspection of the working and living conditions mentioned in DMLC Part I and the implementation of the measures described in DMLC Part II have been carried out.

### **Intermediate Inspection (Intermediate)**

An intermediate inspection must be carried out in order to ensure the ongoing compliance with the national requirements for the implementation of the Maritime Labour Convention. Furthermore, it will be verified if the measures according to DMLC Part II are duly implemented. The intermediate inspection must be carried out between the 2nd and 3rd anniversary date of the certificate. The scope and depth of the intermediate inspection corresponds with the scope and depth of the renewal inspection of the Maritime Labour Certificate. The certificate is to be endorsed after having completed the inspection satisfactorily

### **Renewal Inspection (Renewal)**

During a Maritime Labour Certificate renewal inspection all requirements listed in DMLC Part II need to be entirely considered. When the renewal inspection is completed **within three months** before the expiry date of the existing certificate, the new certificate will be valid from the date of completion of the renewal inspection for a period of five years from the date of expiry of the existing certificate.

If the renewal inspection is completed **more than three months before the expiry date** of the existing Maritime Labour Certificate, the new Certificate will be valid for a period not exceeding five years starting from the date of completion of the renewal inspection.

If the renewal inspection is completed **after the expiry date** of the existing Maritime Labour Certificate, the new certificate will be valid from the day of completion of the renewal inspection to a date not exceeding five years from the date of expiry of the existing Maritime Labour Certificate.

### **Additional inspection (Additional)**

If evidence exists that a ship does not comply with the requirements of the Maritime Labour Convention or if there are serious lacks concerning the implementation of measures drawn up in DMLC Part II, the Dienststelle Schiffssicherheit will initiate an additional inspection. This inspection serves to ensure the ongoing compliance with the national legislations for the implementation of the Maritime Labour Convention.

In case of certified ships an endorsement about the additional verification will be made in the Maritime Labour Certificate.



## Inspection in special cases

A Maritime Labour Certificate ceases to be valid when substantial changes are made to accommodation spaces. Following measures need to be completed before the issuance of a new Maritime Labour Certificate:

- New document review of accommodation spaces and recreational facilities
- Inspection on board to verify if the results of the document review correspond to the conditions on board.

A new Maritime Labour Certificate will be issued with the period of validity of the existing certificate if the inspection reveals that accommodation spaces and recreational facilities comply with the requirements.

## Inspections in case of amendments of the Declaration of Maritime Labour Compliance

### Amendment of DMLC Part I

The Declaration of Maritime Labour Compliance has to be reissued by the Dienststelle Schiffssicherheit. A review of DMLC Part II shows if an adaptation to DMLC Part II and an additional inspection is necessary. Since all requirements are fulfilled and a Declaration of Maritime Labour Compliance is issued a new Maritime Labour Certificate will be issued with the period of validity of the existing certificate including the new date of issuance of the Declaration of Maritime Labour Compliance.

### Amendment of DMLC Part II:

If the shipowner changes the measures drawn up in DMLC Part II, a new DMLC Part II and the correlating documents need to be submitted to the Dienststelle Schiffssicherheit. The Dienststelle Schiffssicherheit reviews the alterations in DMLC Part II. If an additional inspection on board is necessary, this must be carried out before reissuing the Declaration of Maritime Labour Compliance. After all requirements have been fulfilled a new Maritime Labour Certificate will be issued with the period of validity of the existing certificate and including the new date of issuance of the Declaration of Maritime Labour Compliance.

## 2.4 Inspection process

### Definitions

Observation: means a statement of fact made during an inspection and substantiated by objective evidence.

Deficiency: means an observed situation where objective evidence indicates the non-fulfillment of a specified requirement.



**Serious deficiency:** means a deficiency that constitutes a serious violation of national regulations on the implementation of the Maritime Labour Convention or a threat for the safety, health or protection of the crew that requires immediate corrective action.

**Objective evidence:** means quantitative or qualitative information, records or statements of facts pertaining to the implementation of national regulations on the implementation of the Maritime Labour Convention; objective evidence is based on observation, measurement or test which can be verified.

## Preparation

In preparing the inspection various sources of information should be utilized by the competent inspector to get an overview about the history of the ship. Information could be obtained from the individual ship-files, previous MLC-records, PSC-reports or other survey records. Further, it should be ascertained whether there are any outstanding deficiencies which have not been rectified by the shipowner. If this is the case, the inspector should initiate appropriate action to ensure that the deficiencies will be rectified by the shipowner in a timely manner before the inspection will be carried out.

In addition the following items shall be included in the preparation:

- DMLC part I and II (Certified ships)
- Model DMLC part I (Non-certified ships)
- Information about accommodation and recreational facilities (e.g. verification list)

To support the inspection the inspector may prepare an inspection plan and coordinate it with the ship's command.

## Opening meeting

Apart from introducing himself the inspector should address and coordinate following topics with the ship's master and officers before starting the inspection:

- Scope and schedule of the inspection
- Summary of inspection methods
- Confidential treatment of all personal information obtained during the inspection
- Availability of the crewmembers, records and facilities



## Performing the inspection

Due to the scope and complexity the inspection of the working and living conditions can only be carried out on a random check basis. Every inspector has to use his professional judgment on-site to determine the depth and scope of inspecting the various requirements of the Maritime Labour Convention. Principally, the inspection must be planned and carried out on the basis of the checklist "Maritime Labour Act".



A model of the checklist "Maritime Labour Act" can be found on:  
[www.maritime-labour.de](http://www.maritime-labour.de)

If inspections are carried out and appropriate measures for the rectification of deficiencies are adopted, all appropriate efforts must be made to avoid the detention or undue delay of the ship.

Essentially, the inspection of working and living conditions on board must be carried out by:

1. reviewing documents and records concerning manning of the ship, certificates of the crew, medical certificates, crew lists, seafarers' employment agreements, payroll records, repatriation, leave entitlement, records of work or rest, complaint-procedure.
2. reviewing documents about the organisation of occupational health and safety protection (e.g. risk assessment), records about accidents and near-miss accidents, working procedures, records about safety instructions, reports of the ship safety committee,
3. inspecting accommodation and recreational facilities, provision rooms, galley, medical spaces and equipment including records about internal checks of accommodations and equipment,
4. inspecting occupational health and safety measures, e.g. personal protective equipment, fall preventer devices and other technical protective equipment
5. performing interviews, **in privacy**, with crewmembers.

At the end of the inspection the inspector shall evaluate the findings and determine, which observations are to be recorded as a deficiency.

In case of serious deficiencies the Dienststelle Schiffssicherheit may prohibit the ship to sail or to continue its voyage until appropriate measures are taken or the deficiencies are rectified. [cf. § 143 (3) SeeArbG]

## Final meeting

Before issuing the required documents a final meeting must be carried out with the master and senior officers of the ship. During the meeting the general inspection results as well as the identified deficiencies in the implementation of national requirements for the implementation of the Maritime Labour Convention must be presented.



Further it needs to be ensured that the master and officers understand the basis of the identified deficiencies.

## 2.5 Documentation

### Inspection report

After the final meeting the inspector needs to provide an inspection report and hand it out to the master. The inspection report is intended to offer traceability and transparency of the inspection as well as to document the effective rectification of deficiencies. In case of ships carrying a Maritime Labour Certificate and depending on the scope of the inspection the Maritime Labour Certificate is to be endorsed or an Interim- or Short Term Maritime Labour Certificate is to be issued.

**Two** copies of the inspection report are to be given to the master. One copy is to be attached to the Declaration of Maritime Labour Compliance (on certified ships) and the second copy is to be posted on the notice board of the ship.

Another copy of the inspection report is to be retained by the inspector. He must forward the report to the Dienststelle Schiffssicherheit within 1 week.



A model of the inspection report can be found on: [www.maritime-labour.de](http://www.maritime-labour.de)

### Documentation and rectification of deficiencies

Determined deficiencies, corrective action and period of time for their rectification have to be reported in a clear and understandable way in the inspection report by referring to the national regulations applied.

If it is evidently not possible to rectify the deficiencies before departure, the shipowner or the master has to submit an action plan which names appropriate corrective action. The inspector reviews the proposed corrective action. If it is appropriate, he may accept it and determine an appropriate period of time for its implementation.

In the case of serious deficiencies appropriate measures need to be implemented stringently before departure of the ship.

The period for rectification is to be determined by the inspector with due regard to the single deficiencies. Following dates for rectification are to be considered:

- Before departure
- Within 14 days
- Until next port
- Before issue of a Maritime Labour Certificate



- Other date
- Ground for Detention/serious deficiency

When determining appropriate corrective action, basically the following factors may be taken into consideration:

- Opportunity for rectification in the port of inspection
- nature and number of deficiencies identified
- Length and nature of the intended voyage
- Size and type of ship and equipment provided
- Nature of cargo
- Adherence to the hours of rest of the crew members
- Prior history of similar deficiencies and rectification
- Safe manning requirements

### **Inspection reports of recognized organizations (RO)**

If inspections are carried out by a RO, the inspector may use the inspection report template of the RO. It has to be ensured that the report contains at least the following information:

- Name and IMO-number of the ship
- Date of completion and place of inspection
- Name of the inspector
- Scope of inspection
- Inspection results
- Deficiencies found and statement if the deficiencies were rectified before departure
- Corrective action plan for rectification of deficiencies, if applicable
- Notice about the issuance of an officially recognized Maritime Labour Certificate, the endorsement of a Maritime Labour Certificate or if the issue of a Maritime Labour Certificate is recommended

## 2.6 Treatment of complaints



The identity of complainants is to be treated confidentially. It is to be ensured that the shipowner is not able to make any conclusion to the identity of the complainant.

The Dienststelle Schiffssicherheit investigates incoming complaints and ensures that measures are taken to remedy any deficiencies found. Furthermore, the Dienststelle Schiffssicherheit has to ensure that the shipowner and the master will be informed immediately about the subject of any complaint received. In order to investigate and remedy a complaint, the Dienststelle Schiffssicherheit may be assisted by a RO and other experts. The shipowner is liable to defray the expense of the verification. [cf. § 128 (6), (7), (8) SeeArbG]

If an inspector in the course of an inspection will be faced with a seafarers' complaint, the crewmember should be directed to the existing on-board complaint procedure at first. If the crewmember refuses to use this procedure and he still insists to complain directly to the Dienststelle Schiffssicherheit, the inspector should then inform the Dienststelle Schiffssicherheit immediately about the subject of the complaint. The further steps for the treatment and investigation of the complaint will be decided by the Dienststelle Schiffssicherheit.





## 3. The individual requirements

### Deviating Agreements

Basically, German law applies to all German flagged ships. Under certain conditions the application of foreign law may be agreed between the shipowner and foreign crew members. These agreements underlie compelling limits. [cf. § 9 SeeArbG]

1. The minimum standards of the Maritime Labour Convention are always applicable. Under no circumstances it is acceptable to fall below this standard,
2. A violation of fundamental German rights is not acceptable.
3. Foreign law must not be agreed for law sectors, on which a special public interest exists (so called mandatory overriding rules with the right and duty of intervention). German law is mandatory for the following sectors:
  - Paid sick leave
  - Accommodation, food and catering
  - Medical and social care
  - Technical occupational health and safety, accident prevention
  - Maximum hours of work and minimum hours of rest
  - Repatriation
  - Protection of women and youth
  - Dismissal protection legislation for employee representatives on board
  - Organization on board





Foreign law may be agreed for following provisions if the agreements comply with the minimum standards of the Maritime Labour Convention:

<b>German law</b>	<b>Maritime Labour Convention (minimum)</b>
<b><i>Notice period</i></b>	
<b>Ordinary termination:</b> Notice periods in accordance with § 66 SeeArbG  <b>Extraordinary termination</b> (only for important cause and because of urgent family reason): without notice (= no observance of notice period )	At minimum 7 days notice period, but less is acceptable according to national law.
<b><i>employment protection</i></b>	
Notice of termination must be given in writing	no mandatory regulations
<b><i>Amount of wages</i></b>	
The amount of crew members´ wages may be freely agreed. There should be no significant disproportion between the amount of wages and the employee's service (no violation of morality). Benchmarks for the amount of wages are the achievable wages in international comparison.  If the crew member or the shipowner is bound to a collective bargaining agreement, the wage according to this agreement must be paid.	no mandatory regulations
<b><i>Paid leave</i></b>	
Wages are to be paid during leave.  Paid annual leave for crew members shall be at minimum 30 calendar days; in case of crew members under 18 years 32 days of leave, and in case of crew members under 17 years 34 days of leave have to be granted.	no mandatory regulations (only guideline B 2.4.1) Minimum leave: 2,5 calendar days per month of employment

If the application of foreign law has been agreed, this should be mentioned in the employment agreement in particular to provide legal certainty.

### **Data protection**

The shipowner and the master have to ensure that crew members´ employment agreements, accounts of payment, certificates of medical fitness, medical files as well as all other documents with personal data are kept on board in a way that no unauthorized third party may gain knowledge of it. [cf. § 8 (1) SeeArbG]

The transmission of personal data, especially copies of crew members´ employment agreements, to the master is permitted. The shipowner has to ensure that personal data are only transmitted to parties, to whom these data are dedicated for business or private matters. [cf. § 8 (2) SeeArbG]



### 3.1 Minimum age (Regulation 1.1)

#### Requirements

##### Minimum Age

- Persons below the age of 16 as well as persons, for whom a full time school attendance is compulsory, shall not work on a ship as a crew member. [cf. § 10 (1) SeeArbG]

*Note: The mandatory full time school attendance generally lasts until the completion of the 9<sup>th</sup> year of school attendance, in some Federal states until the end of the 10<sup>th</sup> year of attendance at school.*

- Persons below the age of 18 shall not be employed as a ship's cook. [cf. § 10 (2) SeeArbG]

##### Prohibition of night work of young crew members

- At night time during 20:00 p.m. and 6:00 a.m. work of young crew members is prohibited. [cf. § 53 (6) SeeArbG]
- Exceptions: [vgl. § 53 (4), (6); § 54 (1) No. 4 SeeArbG]
  - During watch duty at sea young crew members may be employed from 5:00 a.m.
  - The beginning of watch duty at sea may be put forward at 4:00 a.m. if otherwise the effective training of the crew member would be impaired.
  - The Dienststelle Schiffssicherheit may accept other exemptions from prohibition of night work.
  - Based on a collective bargaining agreement young crew members may be employed from 20:00 p.m. to 24:00 p.m. once in a week.

##### Restrictions of work of young crew members

- The employment, engagement or work of young crew members is prohibited where the work is likely to jeopardize their health or safety. [vgl. § 117 (1) SeeArbG]
- Young crew members are not allowed to be occupied with:
  - 1. works exceeding their physical or psychic capability,
  - 2. works exposing them to moral hazards,



3. works connected with accident risk if there is good reason that young crew members are not able to identify or to avoid them because of their lack of safety awareness or experience,
4. works jeopardizing the health by extreme heat or coldness or intense wetness,
5. works exposing them to harmful noise, vibration or radiation,
6. works exposing them to harmful effects of hazardous substances according to Ordinance on Hazardous Substances.
7. works exposing them to harmful effects of biological agents according to Ordinance on Biological Agents,
8. engine service if they have not already passed the examination of the recognized vocational training occupation for engine service.

Number 3 and 8 are not applicable to the employment of young crew members if it is necessary to achieve their education targets and if there is a guarantee that there is supervision by a knowledgeable person and the air threshold limit for hazardous substances is not exceeded (No. 6).

- The master has to verify particularly in case of the following tasks, whether young crew members are excluded from such work, considering the above mentioned restrictions: [vgl. § 117 (3) SeeArbG]
  - lifting, carrying or moving of heavy load or objects,
  - entering into boilers, tanks and cofferdams,
  - operation of lifting appliances and other power-driven equipment and tools, or providing signals for communication for operators of this equipment,
  - handling of mooring and towing cables or anchor gear,
  - rigging,
  - working aloft or on deck in heavy weather,
  - watch keeping duties at night time,
  - maintenance of electrical facilities or equipment,
  - cleaning of catering equipment,
  - handling of tenders or taking responsibility of them.



### How to check the requirements on board



- Crew list
- Passports
- Records of hours of work
- Table of shipboard working arrangements
- Recent accident reports and reports of the ship's safety committee
- Risk assessment of hazards connected with work of young crew members
- Exceptions concerning the prohibition of work during night time
- Conducting private Interviews
- Measures DMLC Part II

- Does the crew members' minimum age comply with requirements?
- Is compliance provided with respect to the prohibition of night work?
- Have types of hazardous works been identified and young crew members are informed about the prohibition of these works?
- Were young crew members involved in accidents?
- Is this information confirmed by carrying out private interviews with young crew members?





## 3.2 Medical certificate (Regulation 1.2)

### Requirements

#### Certificate of medical fitness

- Crew members shall not work on a ship unless they are certified as medically fit to perform their duties. [cf. § 11 SeeArbG]
- The crew member must hold a Certificate of Medical Fitness attesting that he is medically fit to perform his duties. [cf. § 12 (1) SeeArbG]
- The form of the Certificate of Medical Fitness must comply with the muster published in the Verkehrsblatt or Bundesanzeiger.



A model of the Certificate of Medical Fitness is attached in Annex 6 of this guideline.

#### Authorized medical practitioner

- The Certificate of Medical Fitness must be issued by an authorized medical practitioner. [cf. § 12 (1) SeeArbG]
  - List of authorized medical practitioners:

<http://www.bg-verkehr.de/ship-safety-division/maritime-medical-service/medical-fitness-seafarers>

#### Validity of Certificate of Medical Fitness

- The maximum period of validity of the Certificate of Medical Fitness is determined as follows: [vgl § 12 (5) SeeArbG]
  - Validity in principle: **2 years**
  - Young crew members: **1 year**
- If the period of validity of a certificate of medical fitness expires in the course of a voyage, the certificate continues to be in force until the next port of call where the crew member can obtain a medical certificate from a qualified medical practitioner, provided that the period shall not exceed three months. [cf. § 12 (6) SeeArbG]



## Recognition of foreign medical certificates

- A medical certificate issued by another state or due to a regulation of another state is to be considered as equivalent to the German medical certificate if it is in accordance with the requirements of the STCW Convention. [cf. § 12 (7) SeeArbG]

*Note: Requirements for medical certificates are regulated in section A-1/9 of the STCW-Code.*

### How to check the requirements on board



- Crew list
- Certificate of Medical Fitness
- Ship's log books
- Conducting private interviews
- Measures DMLC Part II

- Are the crew members medically fit to perform their duties?
- Do entries in log books and private interviews confirm that seafarers are only performing works they are medically fit for?
- Is the maximum period of extension of 3 months kept in cases where a certificate has expired?
- Are Certificates of Medical Fitness issued by an authorized medical practitioner?
- Do the foreign medical certificates comply with the requirements of the STCW-Convention?
- Are Certificates of Medical Fitness on ships in international voyage issued in English language?



### 3.3 Training and qualification (Regulation 1.3)

#### Requirements

##### Certificate of Competence

- Crew members shall not work on a ship unless they are trained or certified as competent or otherwise qualified to perform their duties. [cf. § 23 SeeArbG]
  - Certificates of Competence according to STCW
  - Certificate of Ship Mechanic
- Before being assigned to shipboard duties, all seafarers shall receive safety familiarization training according to Section A-VI/1 paragraph 1 of the STCW-Code. [cf. § 23 SeeArbG]
  - The requirements according to section A-VI/1 paragraph 1 no. 1-7 of the STCW-Code are to be considered
  - Documentary evidence shall be provided about safety familiarization trainings carried out (e.g. documentation in the ship's log book).

#### How to check the requirements on board



- Certificates of competence according to STCW / Certificate of Ship Mechanic
- Minimum Safe Manning Document / Crew list
- Ship's log book
- Documented evidence about safety familiarization trainings
- Training manuals
- Conducting private Interviews
- Measures according to DMLC Part II

- Which qualifications of the seafarers are required according to the Minimum Safe Manning Document?
- Are the seafarers according to the certificate of competence sufficiently qualified?
- Did all seafarers receive a safety familiarization training on board?
- Check of appropriate training material that is provided to the crew (SOLAS Reg. II-2/15 and III/35, e.g. Manual for Ship Safety Service)
- Is training and qualification of the seafarers confirmed by private interviews?



## 3.4 Recruitment and Placement (Regulation 1.4)

### Requirements

#### General notes

- A company may only make use of a private seafarer recruitment and placement service (placement provider) based in Germany if the placement provider is able to submit a written attestation of the Dienststelle Schiffssicherheit that it is compliant with the requirements according to § 25 SeeArbG. [cf. § 24 (1) SeeArbG]
- If a company makes use of a private seafarer recruitment and placement service based in a country that has not ratified the Maritime Labour Convention this service needs to declare in writing (Statement of Compliance) to the company that it complies with the requirements for recruitment and replacement according to regulation 1.4 of the Maritime Labour Convention. [cf. § 24 (3) SeeArbG]



A model of a Statement of Compliance is attached in Annex 7 to this guideline.

*Note: In addition, the company may also ensure by auditing that private recruitment and placement services based in countries that have not ratified the Maritime Labour Convention are compliant with the requirements of regulation 1.4 of the Maritime Labour Convention.*

### How to check the requirements on board



- Certificate for private seafarer recruitment and placement services, issued by Dienststelle Schiffssicherheit
- Statement of Compliance of the placement provider
- Audit documentation by the shipowner
- Attestation that private recruitment and placement services in MLC-countries are subject to a certification system according to MLC
- Conducting private interviews
- Measures DMLC Part II

- If crew members are directly recruited by the company or the Federal Employment Centre, this must be noted. In this case, no further measures are necessary.
- If crew members are placed by a private recruitment and placement service, it must be checked whether an attestation of the Dienststelle Schiffssicherheit is available.
- If recruitment is made by a public or private recruitment or placement service located in a member state of the Maritime Labour Convention, this must be noted. Generally, no further measures are necessary. (In case of a private



placement provider an attestation should be available which confirms that the placement provider is operated in compliance with MLC.)

- If the shipowner makes use of a recruitment and placement service which is not based in a Non-MLC-Country it must be verified if the following documents are available:
  - Statement of Compliance according to § 24 (3) SeeArbG (specimen of Statement of Compliance for private recruitment and placement service);
  - If applicable: evidence about audits carried out by the shipowner.
- Do private interviews with some crew members confirm that they did not pay a fee or other charge to a recruitment or placement service and that the recruitment and placement service does not operate a "black list"?



## 3.5 Seafarers' employment agreements (Regulation 2.1)

### Requirements

#### Written employment agreement

- Crew members must have a written employment agreement signed by both the Crew member and the shipowner. [cf. § 28 (1) SeeArbG]
- The shipowner must hand out or provide a draft agreement to the crew member including applicable collective bargaining agreements and company or shipboard agreements in due time before signing the agreement. [cf. § 28 (1) SeeArbG]
- The shipowner must not be conclusively the employer of all crew members. If the employer of the crew member is other than the shipowner the shipowner still has to sign the employment agreement for acknowledging his obligations according to public law. [cf. § 29 (1) SeeArbG]



If employment agreements are signed by a representative of the shipowner instead of the shipowner himself, the representation should be demonstrated by a written authorization. (§ 164 ff BGB) It is recommended to give a copy of the authorization together with the copies of the employment agreements on board the ship.

#### Minimum particulars of an employment agreement

- Every seafarers' employment agreement shall in all cases contain the following particulars:  
[cf. § 28 (2) SeeArbG]
  1. the shipowner's full name and address; in case of another employer than the shipowner the full name and address of both the employer and the shipowner
  2. the crew member's full name, date of birth, place of birth and full address
  3. the description of the duties, the crew member has to perform; if applicable, any limitations of jobs to special ships or trade areas
  4. the date of the commencement of employment engagement, the place and date of beginning service on board under specification of the ship
  5. in case of a fixed-term employment agreement the intended period of the employment agreement
  6. the composition and the amount of the wages including the surcharges, bonuses, awards and special payments or the formula used for calculating the wages, as well as the due date of the wages
  7. the agreed hours of work and hours of rest
  8. the duration of paid annual leave



9. in case of a unlimited employment agreement or if the termination of a fixed-term employment agreement is agreed: the conditions, notice periods and dates for termination
10. the crew member's entitlement to repatriation
11. reference to collective bargaining agreements, company- or shipboard agreements, which are applicable to the employment agreement
12. the health and social security protection benefits provided or to be provided to the crew member by the shipowner or other employer
13. the place and date of conclusion of the crew members' employment agreement

The particulars according to No. 6 to 10 and 12 may be replaced by details of collective bargaining agreements, company or shipboard agreements applicable to the employment engagement.



A model of a non-committal employment agreement is attached in Annex 8 of this guideline.

### **Written agreement about apprenticeship on board**

- Trainees on board must have a written agreement about their apprenticeship on board signed by both the shipowner (trainer) and trainee and his legal representative. [cf. § 81 und 82 (1) SeeArbG]
- The shipowner must provide the trainee and his legal representative with a draft agreement including applicable collective bargaining agreements, company and shipboard agreements well in time before the intended signing. [cf. § 82 (1) SeeArbG]

### **Minimum particulars of an agreement about apprenticeship on board**

- Each agreement about apprenticeship shall contain the following particulars: [cf. § 82 (2) SeeArbG]
  1. the shipowner's (trainer's) full name and address; in case of a different trainer the full name and address of the trainer as well as the name and address of the shipowner
  2. the trainee's full name, date of birth, place of birth and full address
  3. the date of the commencement of the agreement about apprenticeship
  4. the nature, objective and timely structure and objectives of the training, especially the profession, the training is stipulated for
  5. the period of apprenticeship
  6. the training measures outside the training centre
  7. the period of time of the regular daily hours of training and hours of rest



8. the probationary period
9. due date and amount of remuneration
10. the duration of annual leave
11. the prerequisites under which the agreement about the apprenticeship on board may be terminated
12. reference to collective bargaining agreements, company- or shipboard agreements, if applicable to the agreement about apprenticeship
13. the health and social security protection benefits to be provided to the trainee by the shipowner (trainer) or different trainer
14. the trainees' entitlement to repatriation
15. the date when and the place where the agreement about apprenticeship has been concluded

The particulars according to No.7, 9 to 11, 13 and 14 may be replaced by details of collective bargaining agreements, company or shipboard agreements applicable to the agreement about apprenticeship.

### Information about terms of the agreement

- It must be ensured that crew members easily receive clear information about agreement conditions. For this purpose a copy of the Maritime Labour Act and the Maritime Labour Convention must be provided on board at a suitable location, as well as a copy of each single employment agreement and agreement about apprenticeship shall be carried on board. [cf. § 29 (1) SeeArbG]
- If the crew members' employment agreement or agreement about apprenticeship refers to a collective bargaining agreement, company or shipboard agreements, these documents need to be laid out on board at a suitable location. [cf. § 29 (2) SeeArbG]
- On ships engaged in international voyages the following documents shall be provided on board in English translation: [cf. § 29 (3) SeeArbG]
  - a copy of a standard employment agreement and, if applicable, agreement about apprenticeship
  - the applicable collective bargaining agreements, company and shipboard agreements referred to in the employment agreements
  - a copy of the Maritime Labour Act und the Maritime Labour Convention

### Termination of the employment engagement

- The employment engagement can be terminated by the shipowner or the crew member by ordinary or extraordinary termination. In the case of an ordinary termination (normal case) specific notice periods are applicable. Specific notice periods do not apply to extraordinary termination. [cf. § 65 SeeArbG]



- The ordinary termination towards a master or a ship officer can only be given by the ship owner. [cf. § 65 (3) SeeArbG]
- A fixed-term employment agreement can only be ordinarily terminated if it has been agreed in the employment agreement. [cf. § 15 (3) TzBfG]
- A termination shall always be given in writing. [cf. § 65 (2) SeeArbG]
- Unless otherwise agreed, the employment agreement continues beyond the notice period until arrival at a port where the repatriation of the crew member and his replacement by a substitute is safe and possible with accessible public transportation. [cf. § 66 (5) SeeArbG]

### Ordinary termination - Basics

- In case of an ordinary termination of the agreement by the crew member or shipowner both of them have to observe the notice periods as follows: [cf. § 66 (1) SeeArbG]
  1. one week within the first 3 months of the agreement (legal probation period)
  2. if the first voyage takes longer than three months, during the first six months the termination may be declared within three days after the end of the voyage with a notice period of one week (extended legal probation period)
  3. four weeks to the 15<sup>th</sup> day or to the end of the calendar month if the periods mentioned in number 1 and 2 are expired
  4. two months to the end of the calendar month if the employment engagement has existed for at least two years

### Ordinary termination-Particularities master

- For the master applies from the beginning of the employment engagement a notice period of 4 weeks to the 15<sup>th</sup> day or to the end of the calendar month. [cf. § 66 Abs. 1 SeeArbG]

### Ordinary termination in case of long-standing employment engagements

- In case of long-standing employment agreements (minimum 8 years), the notice periods rises for the shipowner **only** step-by-step from 3 months up to 7 months (if the contract has lasted for 20 years) to the end of the calendar months. [cf. § 66 Abs. 3 SeeArbG]



## Extraordinary termination - Basics

- The crew member or the shipowner on their own may terminate the contract for compelling reason without observing the period of notice (extraordinary termination). Furthermore, the crew member may terminate the contract for important family reasons without a notice period. [cf. §§ 67, 68, 69 SeeArbG]

## Extraordinary termination by the crew member

- A compelling reason for an extraordinary termination by the crew member is especially provided, if:
  1. the shipowner or master is in serious default of his obligations towards the crew member,
  2. the master significantly offends the honor of the crew member or ill-treats him or tolerates his ill-treatment by other persons,
  3. the ship changes its flag,
  4. annual leave is not granted contrary to the regulation § 58 (1) SeeArbG,
  5. the ship calls a contaminated port or does not immediately leave the port after the outbreak of the contamination and this may lead to severe health hazard to the crew member,
  6. the ship shall pass a risk area where it is exposed to hazards by armed conflicts, or if the ship does not immediately leave this area
  7. the ship is not seaworthy,
  8. the accommodations are harmful to health,
  9. supplies of food and drinking water are insufficient or spoiled or
  10. the manning of the ship is inadequate
- In case of number 7 to 10 the crew member is only entitled to terminate the agreement extraordinarily if the deficiencies are not rectified within an appropriate period after the complaint. The right of termination under number 5 and 6 lapses if the reasons that lead to the termination were known to the crew member prior to departure. [cf. § 68 (1) SeeArbG]
- A crew member may extraordinarily terminate the agreement without observing the notice period if it is necessary for an urgent family matter or another urgent personal matter. These are in particular: [cf. § 69 SeeArbG]
  1. Childbirth of the wife or the life partner
  2. Death of the wife or the husband, a child, a parent or the life partner
  3. Serious illness of the wife or the husband, a child, a parent or the life partner





### Extraordinary termination by the shipowner

- In case of an extraordinary termination by the shipowner a compelling reason may be, especially, if the crew member: [cf. § 67 SeeArbG]
  1. is incapable to perform his duties for reasons existing before the commencement of the employment engagement, unless the reasons were known to the shipowner at that time
  2. conceals an infectious disease by which others may be jeopardized, or if he does not notify the shipowner that he is a chronic carrier of typhoid or paratyphoid fever agents,
  3. persistently neglects his duties arising from employment engagement or neglects them in a particularly rough way,
  4. commits a criminal act making it unacceptable that he stays on board any further,
  5. is unfit for work due to a criminal act committed by him.
- The master is obliged to make immediately an entry in the ships' log book about the extraordinary termination and the reason for it. A copy of the entry signed by the master has to be handed over to the crew member. [cf. § 67 (2) SeeArbG]

### Particularities concerning period of notice for apprentices

- During the probation period the agreement about apprenticeship may be terminated with a notice period of one week. [cf. § 88 (1) SeeArbG]
- If the period of probation is finished, the agreement about apprenticeship may only be terminated : [cf. § 88 (2) SeeArbG]
  - by important reason (§§ 67 (1) and 68 (1) SeeArbG) from both sides without observation of any notice periods,
  - by the trainee with a notice period of 4 weeks if he gives up the apprenticeship.





## Record of employment

- The crew member is entitled to get a record of employment for his service on board the ship. **The document shall not contain any evaluation about the performance and conduct of the crew member or any reference on wages.** It must at least contain: [cf. § 33 (1), (2), (4) SeeArbG]
  1. the crew members' full name, date of birth, place of birth and address
  2. the shipowners' full name and address; in case of a different employer the full name and address of the employer and the shipowner,
  3. the ships' name, the ship type, the IMO identification number, gross tonnage, engine capacity and trade area
  4. the date of the beginning and end of the duties on board,
  5. type and duration of the service provide
- The record of employment has to be handed out or has to be submitted to the crew member in German and English language latest at the end of service on board. On board of ships on which the crew changes at short intervals or on ships calling regular at the same ports (e.g. ferries and tugs) the record of employment needs to be handed out or to be submitted only at the request of the crew member and on termination of the employment engagement. [cf. § 33 (1) SeeArbG]
- A record of employment may be issued in electronic form with the crew member's consent.
- The record of employment need not be necessarily signed.
- Copies of the records of employment have to be retained by the shipowner for at least five years. [cf. § 33 (5) SeeArbG]



A model of a record of employment is attached in Annex 9 of this guideline.





### How to check the requirements on board



- Employment agreements, agreements about apprenticeship on board
- Records of employment
- Muster agreements, collective bargaining agreements, company or shipboard agreements
- Maritime Labour Act and Maritime Labour Convention
- Conducting private interviews
- Measures DMLC Part II

- Are there copies of signed employment agreements of the crew members on board and do these agreements contain the required minimum details?
- Are copies of the collective bargaining agreement and the company and shipboard agreements on board the ship when the employment agreement refers to them?
- Are copies of the Seearbeitsgesetz and the Maritime Labour Convention available on board?
- Ships in international voyages: Are specimen employment agreements, collective bargaining agreements, company and shipboard agreements, the Maritime Labour Act and the Maritime Labour Convention provided on board in English translation?
- Get the crew members on the day of the end of service on board a record of employment?
- Do the records of employment not contain any statements about the quality of their work or reference on wages?
- Do private interviews with some crew members confirm that, on signing the employment agreement, they were given an opportunity to examine their agreements and seek advice before signing?



## 3.6 Wages (Regulation 2.2)

### Requirements

#### **Maturity, amount and payment of wages**

- The crew member is entitled to payment of the agreed wages for the duration of employment engagement. [cf. § 37 (1) SeeArbG]
- The crew member has an entitlement to payment of wages for the period of travel to the place of taking up service. [cf. § 37 (2) SeeArbG]
- Normally, wages shall be calculated and paid in EURO unless another legal currency is agreed in the employment agreement. If there is a mutual agreement between the shipowner and the crew member that payment shall be made in a different legal currency than stipulated in the employment agreement, the rate of currency exchange shall be at the rate as published by the European Central Bank and shall not be unfavourable to the crew member. [cf. § 39 (1) SeeArbG]
- The agreed wages are due at the end of each calendar month or at the end of the employment engagement. Variable components of wages are due to the end of the calendar month in which course they are available (generally at the end of the next calendar month) [cf. § 38 (2) SeeArbG]
- No deductions shall be made from the crew members' wages in respect of obtaining or retaining employment. [vgl. § 39 (4) SeeArbG]
- The crew member is entitled to require the shipowner to remit all or part of his wages cashless directly to the crew member or to a person nominated by the crew member. The shipowner cannot demand from the crew member any reimbursement of the costs resulting from the cashless transfer. [cf. § 39 Abs. 2 and 3 SeeArbG]
- Regarding maturity, payment and calculation the remuneration for apprentices underlies the same requirements as those for wages. [cf. § 3 (2) SeeArbG]

#### **Monthly account of payment**

- At the end of each calendar month and at the end of the employment engagement the shipowner has to draw up a monthly account in text form that is to be handed out to the crew member without delay. [cf. § 40 (1) SeeArbG]
- The account of payment must contain the respective accounting period and the full details regarding the composition of payment, e.g. kind and amount of supplements, bonuses, premiums, special payments and payments on account. If the wages will be paid in a legal currency, other than EURO, the exchange rate applied has to be mentioned in the account. [cf. § 40 (2) SeeArbG]



## Payment for extra work

- If crew members work longer than provided by § 43 (sea working time) and § 44 (port working time) a corresponding remuneration for the overtime work is to be paid by the shipowner. He don't have to pay for working time extensions to avoid immediate risk for ship, persons and cargo ( § 47 (1)) or to carry out safety drills ( § 47 (2)). [cf. § 51 SeeArbG]

## Sale of goods (canteen) and provision of services

- If the shipowner sales goods to a crew member or he provides services to him, he can only demand the average prime costs [cf. § 41 SeeArbG]

## How to check the requirements on board



- Seafarers´ employment agreement
- Account of payment (access on a voluntary basis)
- Conducting privat interviews
- Measures DMLC Part II

- Do crew members get their wages stipulated in the employment agreement at the end of the calendar month and at the end of the employment?
- Do the crew members get a wage account at the end of the month and at the end of the employment engagement?
- The crew members must not reimburse any costs for the transfer of wages?
- Does the rate of currency exchange correspond to the rate published by the European Central Bank ([www.ecb.int/stats/exchange](http://www.ecb.int/stats/exchange))?
- Do private interviews with some crew members confirm compliance with the requirements for payment?



## 3.7 Hours of work and hours of rest (Regulation 2.3)

### Requirements

#### Normal daily working hours

The sea working time and the port working time regulated by §§ 43, 44 SeeArbG is the normal working time, from which a deviation

- by collective bargaining agreement, company or shipboard agreement and
- by order of the master

is possible.

#### Sea working time (from the time of leaving the berth in port or the place on the roads for the purpose of starting or continuing the voyage)

- The sea working time of crew members on watch must not exceed eight hours a day. [cf. § 43 (1) SeeArbG]
- The sea working time of crew members without watch duty must not exceed eight hours per working day (from Monday to Saturday). [cf. § 43 (2) SeeArbG]
- The sea working time of service personnel must not exceed eight hours a day. The work time may be extended by up to one hour if periods of stand-by duty accumulate regularly and significantly during work time. [cf. § 43 (3) SeeArbG]

#### Port working time (from the time of mooring at a berth or anchoring in a roadstead)

- The port working time of crew members normally must not exceed eight hours per day from Monday to Friday. [cf. § 44 (1) SeeArbG]
- On Saturday the port working hours must not exceed five hours and eight hours in case of watch duties. [cf. § 44 (1) SeeArbG]
- The port working hours of service personnel must not exceed eight hours per day. The working hours may be extended up to one hour provided the working time regularly comprises stand-by duty to a considerable extent. [cf. § 44 (3) SeeArbG]

#### Compensation for Sundays and public holidays

- The crew members shall have a compensation of one day without work for each Sunday or public holiday they have to work and for every day the ship was in port for less than twelve hours. Catering personnel is entitled to get two non-working days per month at minimum. [cf. § 52 (1) SeeArbG]



## Extension of working time in exceptional circumstances

- The master may order an extension of the sea working time or port working time in any other exceptional circumstances (e.g. watch duty in port, arrival or departure of the ship, works to maintain the ship operation). [cf. § 47 Abs. 4 SeeArbG]
- The master may suspend the schedule of hours of work and hours of rest temporarily and require the crew members 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. [cf. § 47 (1) SeeArbG]
- Safety drills shall be carried out in such a manner that a disturbance of the period of rest is limited to a minimum to avoid fatigue. [cf. § 47 (2) SeeArbG]

## Statutory regulations on maximum hours of work and minimum hours of rest

The Maritime Labour Act contains statutory regulations on maximum hours of work and minimum hours of rest.

- On ships calling at several ports in short sequence (less than 36 hours between the seaward positions for pilot transfer for restricted waters) the following **minimum hours of rest** apply: [cf. § 48 (2) SeeArbG]
  - 10 hours in any 24 hour period and
  - 77 hours in any 7-day period
- After the ship has left the area with short sequences of port calls and if a collective bargaining agreement or company or shipboard agreement does not apply following maximum hours of work besides the minimum hours of rest shall not be exceeded: [cf. § 48 (1) SeeArbG]
  - 14 hours in any 24 hour period
  - 72 hours in any 7-day period

These provisions may only be deviated from by collective bargaining agreement, shipboard or company agreement (see below).



In the case of exceptional circumstances according to § 47 (1) SeeArbG (immediate hazards) as well as in case of performing safety drills the requirements on sea working time, port working time, maximum hours of work and minimum hours of rest are not applicable. [cf. § 47(3) SeeArbG]



## Rest hours

- Minimum Hours of rest may not be divided into more than two periods, one of which shall be at least six hours and the other shall be at least one hour in length. The interval between consecutive periods of rest shall not exceed 14 hours. [cf. § 45 (3) SeeArbG]
- The master has to ensure that any crew member who performed work in an emergency situation during a scheduled rest period or participated in a safety drill is provided with an adequate period of rest. The compensatory rest period must cover at least the duration of the interruption of the rest period. [cf. § 47 (3) SeeArbG]
- If a crew member has to be on call and the period of rest is disturbed by a call-out for work, an adequate period of rest as compensation shall be provided. The compensatory rest period must cover at least the duration of the interruption of the rest period. [cf. § 45 (4) SeeArbG]

## Deviating arrangements on working time by collective bargaining agreement or shipboard agreement

- The statutory provisions on hours of work and hours of rest may be deviated from by collective bargaining agreement or shipboard agreement as follows: [cf. § 49 (1) no. 2 and 3 SeeArbG]
  1. Increase of the daily normal working time limited by the minimum hours of rest.
  2. A minimum of 70 hours of rest in any 7-day period; this deviation may be exercised at most for two consecutive weeks; between two periods, for which the deviation applies, a period shall be observed which is at least double in length as the period of deviation.
  3. The minimum hours of rest may be divided in three periods, of which one shall have a minimum length of six hours and the two remaining a minimum length of one hour each. This exceptional regulation may be exercised for maximum two 24-hour-periods in each 7-days period.

These deviations are in compliance with Part A-VIII/1 of the STCW-Code.

## Deviating arrangements for certain types of ships

- On ships of up to 2.500 gross tonnage, salvage vessels, sea- and salvage tugs in the North Sea and Baltic Sea, the working hours at sea for the watch keeping personnel may be extended up to 12 hours daily organized in a two-watch system. [cf. § 46 (1) SeeArbG]



- The sea working time on ships from which offshore-activities are carried out may be extended up to 12 hours a day. The requirements on minimum hours of rest have to be observed. [cf. § 11 Offshore-ArbZV]

*Remark: Offshore activities are specific activities which are carried out for the construction, modification or for operation of structures, artificial islands or other installations at sea.*

### Provisions on working time for masters and self-employed persons

- Masters not going watches still have to keep the minimum rest hours. [cf. § 42 (4) SeeArbG]
- The provisions of minimum hours of rest apply to crew members who are self-employed. [cf. § 148 (2) SeeArbG]



Deviations from hours of work and hours of rest shall be noted in the record of hours of work and hours of rest. [cf. § 2 (2) See-ArbZNV]

### Table of shipboard working arrangements, records of hours of work and hours of rest

- On every ship a table of shipboard working arrangements in German and English language (according to the model See-ArbZNV) shall be posted in an easily accessible place. The table shall include at minimum the following issues: [cf. § 50 (1) SeeArbG]
  - the schedule of service at sea and service in port for every crew member,
  - the maximum hours of work and minimum hours of rest,
  - agreed exceptions due to a collective bargaining agreement
- On every ship records of hours of work and rest shall be maintained in German and English language (according to the model See-ArbZNV) showing separately the daily hours of work and hours of rest for every crew member. [cf. § 50 (2) SeeArbG]
- The records of hours of work and hours of rest may be provided in an electronic form. [cf. § 3 (1) See-ArbZNV]
- The records of hours of work and hours of rest shall be signed by the master, or a person authorized by the master and by the crew member at the end of the calendar month. [cf. § 2 (2) See-ArbZNV]
- The crew member shall receive at the end of the month a copy of his record of hours of work and hours of rest [cf. § 2 (4) See-ArbZNV]





A model of a record of hours of work and hours of rest as well as the table of shipboard working arrangements is attached in annex 10 and 11 to this guideline.

### Working time arrangements for young crew members

- In port young crew members are allowed to work on not more than five days in a week up to eight hours daily and up to 40 hours weekly. [cf. § 53 (2) SeeArbG]
- At sea young crew members are allowed to work at six days in a week up to eight hours daily and up to 48 hours weekly. [cf. § 53 (3) SeeArbG]
- During watch duty at sea young crew members are allowed to work at every day in a week up to 8 hours daily [cf. § 53 (4) SeeArbG]
- If work has been done at more than five days in a week another day off work shall be provided for the work at the sixth and seventh day. [cf. § 53 (8) SeeArbG]
- Overtime work for young crew members is only permitted in cases referred to in § 47 (1), (2) SeeArbG. This only applies, if no adult crew members are available to perform these works. These exceptional circumstances shall be recorded by the master. [cf. § 53 (7) SeeArbG]
- Rest periods (interruptions of minimum 15 minutes) shall be provided to young crew members in total as follows: [cf. § 53 (5) SeeArbG]
  - at least 30 minutes in case of 4,5 to 6 hours of work,
  - at least 60 minutes in case of more than 6 hours of work.
  - Young crew members are not permitted to work continuously more than 4,5 hours without rest periods.



### How to check the requirements on board



- Records of work and rest
- seafarers' employment agreements
- Collective bargaining agreements
- Table of shipboard working arrangements
- Ship's log book
- Conducting private interviews
- Measures DMLC Part II

- Is a table of shipboard working arrangements posted in an easily accessible place and does it include the required information?
- Are there any up-to-date and signed records of hours of work and rest?



- Do the crew members get copies of their records of hours of work and rest?
- Do applicable collective bargaining agreements permit exceptions from the provisions regarding maximum hours of work?
- Do records of hours of work and rest and ship's log books (ship's log book and engine log book) confirm that the requirements regarding hours of work and hours of rest are fulfilled?
- When inspecting the minimum hours of rest within any 24-hours period, the following is to be observed: In general, the period has to be observed from the beginning of a working time period backwards to 24 hours before the beginning of this period.
- In case of suspected fatigue: Check limit cases, e.g. crew members, who work constantly at the upper limit of maximum hours of work, or cases in which abnormal interruptions of rest periods are noticed. When signs of concentration deficits, yawning or slow response time are observed, further investigation might be carried out.



## 3.8 Entitlement to leave (Regulation 2.4)

### Requirements

#### Entitlement to leave

- Crew members have an entitlement to paid leave for every year of employment. [cf. § 56 (1) SeeArbG]
- The annual leave accounts at minimum 30 calendar days for each year of employment. [cf. § 57 (1) SeeArbG]
- Exceptions: [cf. § 57 (2) SeeArbG]
  - Crew members under the age of 18 shall be granted 32 days of annual leave.
  - Crew members under the age of 17 shall be granted 34 days of annual leave.
- The following items are not to be counted against the leave: [cf. § 57 (3) SeeArbG]
  - Public holidays recognized as such at the port of registry
  - Periods of incapacity for work resulting from illness or injury as well as absence from work due to maternity protection
  - Shore leave according to § 35 SeeArbG
  - Compensatory recreation according to § 52 SeeArbG (Compensation for Sundays and public holidays)
- Leave may only be forgone with pay as far as this can not be granted due to the termination of the employment engagement. [cf. 64 (1) and (3) SeeArbG]
- If possible, leave shall be granted after six months of service but latest until the end of the employment relationship. Leave shall be granted to young crew members latest after six months of service. [cf. § 58 (1) SeeArbG]

#### Terms of leave

- The wishes of the crew member shall be taken into consideration when determining the time at which leave shall be given. [cf. § 58 (1) SeeArbG]
- A continuous leave shall be given unless a division is necessary due to serious operational reasons. [cf. § 58 (2) SeeArbG]
- The travel expenses to the place of leave and from the place of leave to the place of resumption of the service on board have to be born by the shipowner. [cf. § 60 SeeArbG]



- Payment for leave has to be made according to § 37 SeeArbG. [cf. § 61 (1) SeeArbG]

### **Shore leave**

- Crew members in their off-duty time are entitled to shore leave so far as the ship's safety and time of departure permits it. [cf. § 35 SeeArbG]

### *How to check the requirements on board*



- Seafarers' employment agreements
- Collective bargaining agreements
- Conducting private interviews

- Do documents (e.g. employment agreement) confirm that there is an entitlement to paid annual leave and that at minimum 30 days of leave per year of employment are ensured?
- Is paid leave granted at the latest by the end of the employment and in case of young crew members after six months of duty on board?
- Do private interviews with some seafarers confirm that they receive paid leave and that shore leave is granted?



## 3.9 Repatriation (Regulation 2.5)

### Requirements

#### Repatriation free of charge

- Crew members are entitled to be repatriated free of charge. [cf. §§ 73, 76 SeeArbG]
- The entitlement to repatriation exists in the following cases: [cf. § 73 SeeArbG]
  1. in the event of illness or injury according to the provisions of § 105 SeeArbG,
  2. in the event of the termination of the employment engagement; in the case of an ordinary termination when the notice period according to § 66 SeeArbG ended,
  3. in the event of the shipowner not being able to continue to fulfil his legal or contractual obligations by reason of insolvency, sale of ship, change of ship's registration or any other similar reason,
  4. if a ship is bound for an area of serious harm by armed conflicts to which the seafarer does not consent to sail to, or, when the ship does not immediately leave such an area.
- The shipowner shall make all necessary precautions to carry out repatriation. The normal mode of transport shall normally be by air. [cf. § 76 Abs. 1 SeeArbG]

#### Evidence of financial security

- The shipowner is obliged to provide for the protection of the crew members on board for cases of repatriation a cost assumption declaration which is covered by a security or a guarantee issued by a shipowner association or any other financial security. [cf. § 76 (8) SeeArbG]

*Note: Evidence about the financial security should be given through a bank guarantee or a confirmation of insurance of a P&I insurance. The financial security declaration or the confirmation of insurance shall provide information about the purpose.*

#### Copy of provisions regarding repatriation

- The shipowner has to ensure that the crew members on board are provided with a copy of the applicable provisions regarding repatriation written in an appropriate language. [cf. § 78 SeeArbG]

*Note: This requirement is fulfilled when a copy of the Maritime Labour Act is provided on board.*

#### Repatriation of young crew members





- When a young crew member has served on a ship for at least four months during his first foreign-going voyage and it becomes apparent that he is unsuited to life at sea, he is entitled to repatriate from a port of call from which a repatriation is possible with safe and public means of transport.

[cf. § 74 SeeArbG]

### How to check the requirements on board



- Seafarers' employment agreements
- Copy of applicable provisions for repatriation in an appropriate language
- Cost assumption declaration for repatriation costs
- Conducting private interviews

- Is a copy of applicable provisions for repatriation available on board in an appropriate language?
- Are appropriate documents available to confirm financial security?
- Do employment agreements confirm that repatriation at no costs to the seafarer is granted and that the extent of repatriation complies with the legal requirements?



## 3.10 Manning levels (Regulation 2.7)

### Requirements

- The shipowner and the master have to ensure that a sufficient number of qualified and competent crew members are on board to guarantee that the ship is operated safely, efficiently and with due regard to security under all conditions. [cf. § 21 SeeArbG]
- The ship is to be manned in accordance with the Minimum Safe Manning Certificate which has to be carried on board of every ship. [cf. §§ 2, 3 und 8 SchBesV]
- The master is obliged to maintain a crew list which at any time reflects the total composition of the crew. The crew list shall follow the model published by the Dienststelle Schiffssicherheit. [cf. § 22 (1) SeeArbG]
- If the ship is engaged exclusively on domestic voyage the master may document the composition of the ship's crew in the ship's log book. [cf. § 22 (2) SeeArbG]



A model of a crew list is attached in Annex 12 of this guideline.

### How to check the requirements on board



- Minimum Safe Manning Certificate
- Table of shipboard working arrangements
- Conducting private interviews
- Measures DMLC Part II

- Do the number and qualification of crew members listed in the crew list meet the requirements as set out by the Minimum Safe Manning Document?
- Does the table of shipboard working arrangements confirm that the manning requirements have been implemented?
- Do private interviews with some crew members confirm that the requirements are met?



### 3.11 Accommodation and recreational facilities (Regulation 3.1)

#### Requirements

- Each crew member has an entitlement to safe, healthy and decent accommodation and facilities for the period of the employment engagement. Hereby it is to ensure that the social, cultural and religious needs of the crew members are duly considered. [cf. § 93 SeeArbG]
- The Ordinance on Accommodation in Maritime Shipping in the respective current version contains the requirements for accommodation of crew members and exemptions for specific ships.
- On ships which are keel-laid before the Maritime Labour Act comes into force the Ordinance on Crew Accommodation on board Merchant Ships dated 08. February 1973 (LogisVO) is applicable.
- During the operation of the ship the shipowner especially has to ensure, that
  - the accommodation is maintained and properly lighted
  - air conducive to good health and sufficient ventilation are provided by heating, ventilation and air-conditioning installations
  - adequate heat through a heating installation is conducive to good health
  - hot and cold running drinking water are available in all washbasins
  - every fourteen days clean bedding and weekly at least two fresh towels are provided to the crew members
  - mattress, blanket and pillow are being thoroughly cleaned, when the user of the berth changes
  - separate sleeping rooms and sanitary facilities are provided for men and for women
  - no accommodation and recreational spaces on deck are exposed to noise and vibration that are not conducive to good health

*Note: In establishing noise and vibration limits for accommodation spaces and recreational spaces on deck, the protection standards recommended in the guidelines of the ILO and IMO as well as in relevant ISO standards are to be considered. (E.G. Resolution A.468(XII) Code on noise levels on board ships; ISO 6954:2000 Guidelines for the measurement, reporting and evaluation of vibration with regard to habitability on passenger and merchant ships)*





- Accommodation and recreational facilities shall be inspected monthly by the master or a ship's officer nominated by the master. When an inspection of day and sleeping rooms shall be carried out consent of the respective crew member is required. The results of the inspection and the implemented measures are to be recorded in the ship's log book. [cf. § 93 (3) SeeArbG]
- If substantial changes are made to the accommodation on board the ship a new document review with follow-up inspection on board is to be carried out by the Dienststelle Schiffssicherheit. This applies to certified and non-certified ships.

### How to check the requirements on board



- Crew list
- Records of inspections of accommodation and recreational facilities by the master in the ship's log book
- Verification list „Accommodation and recreational facilities“
- Records of sound pressure level and vibration measurements in accommodation spaces
- Conducting private interviews
- Measures DMLC Part II

- Does the number of persons on the crew list correspond with the number of available sleeping rooms?
- Inspect accommodation and recreational facilities at random on the basis of the inspection list „Accommodation and recreational facilities“.
- Are the requirements regarding lighting, climate, heating and prevention of noise and vibration met?
- Do records confirm that inspections of accommodation spaces are carried out monthly?





## 3.12 Food and Catering (Regulation 3.2)

### Requirements

#### Entitlement to food and catering

- Crew members are entitled to get food and drinking water free of charge and in appropriate quality and quantity during the period of engagement. [cf. § 97 (1) SeeArbG]
- Food is adequate when it ensures an appropriate and balanced nutrition concerning nutrition value, quality and variation. At this the number of crew members on board, their religious practices and cultural peculiarities as well as the duration and nature of the voyage shall be observed. [cf. § 97 (1) SeeArbG]

#### Qualification of the ship's cook and catering personnel

- Crew members who are engaged as a ship's cook have to be trained and qualified in preparing food and must be at minimum 18 years of age. Crew members may work as a ship's cook when they are in possession of: [cf. § 7 (1) SchBesV]
  - a certificate of final examination in an apprenticeship as a cook or another relevant apprenticeship according to national law, or
  - a certificate of participation in an instruction in catering according to § 4 (1) no. 4 Gaststättengesetz, issued by a Chamber of Commerce and Industry, or

*Note: Instructions in catering are no longer provided in all federal states of Germany (e.g. not in Niedersachsen and Bremen). When applying the instruction for foreign crew members the competent Chambers of Commerce and Industry ask shipowners to clarify in which language the instruction shall be carried out.*

  - a certificate of proficiency as a ship's cook issued by a member state of the Maritime Labour Convention or
  - an equivalent certificate of another state
- The requirement of a qualified ship's cook may be omitted by the shipowner on ships with a manning of less than ten crew members when the crew member who prepares food in the galley is trained or instructed in areas including food and personal hygiene as well as handling and storage of food on board ship. [cf. § 7 (2) SchBesV]
- In circumstances of exceptional necessity the Dienststelle Schiffssicherheit may give an exemption permitting another crew member to carry out the duties of the cook for a specified limited period until the next convenient port of call or for a period not exceeding one month, provided that the crew member, who takes over the duties, is trained or instructed in areas including food and



personal hygiene as well as handling and storage of food on board the ship.  
[cf. § 10 (6) SchBesV]

### Instruction of catering personnel

- The shipowner has to ensure that the drinking water, the drinking water supply plant and its operation as well as the food complies with the applicable regulations relating to drinking water and food. He has to ensure that the catering staff receives appropriate instructions in this. [cf. § 97 (2) SeeArbG]
- Especially, the catering personnel is to be instructed before commencing duty on board and subsequently every two years about prohibitions of activity and reporting obligations in accordance with §§ 42, 43 Infection Protection Act. Instructions need to be recorded in the ship's log book. [cf. § 97 (2) SeeArbG]

The catering personnel underlie a large number of food hygiene rules. The Dienststelle Schiffssicherheit developed food hygiene guidelines which gives an overview about the legislation applicable to the food sector as well as recommendations for food hygiene. The content of the guideline intends to carry out well-targeted training and instruction of personnel on board.



The Food Hygiene Guidelines can be found on: [www.maritime-labour.de](http://www.maritime-labour.de)

### Inspections

- The master or another person designated by him has to ensure that monthly inspection of
  1. the supplies of food and drinking water,
  2. the provision rooms and equipment used for storage of food and drinking water,
  3. the galley and other equipment used for preparing and serving food

will be carried out. The inspections must be recorded in the ship's log book.  
[cf. § 98 SeeArbG]

### Drinking water

- The drinking water needs to comply with the requirements according to the Drinking Water Ordinance. The drinking water shall not exceed the limits for microbiological and chemical parameters according to the annex of the Drinking Water Ordinance. Furthermore the determined limits for indicator parame-



ters according to the Drinking Water Ordinance are to be complied with.  
[cf. § 4 (1) Drinking Water Ordinance]

- For the treatment of water only conditioning matters and disinfectant processes are permitted, which are mentioned in a list of approved conditioning matters and disinfectant processes issued by the German federal ministry of health. [cf. § 11 (1) Drinking Water Ordinance]



The list of approved conditioning matters and disinfectant processes can be found on:  
<http://www.umweltbundesamt.de/wasser/themen/trinkwasser/trinkwasseraufbereitung-stoffliste.htm>

- If drinking water on ships is available for payment (e.g. ships with paying passengers on board) the federal health authority determines the interval in which the company has to analyse internally the drinking water.  
[cf. § 14 (2) Drinking Water Ordinance]
- On ships which do not carry paying passengers the company has to determine within its duty of care which analysis of the drinking water shall be carried out to ensure compliance with the general requirements to the quality of drinking water. Annex 4 of the TrinkwV contains requirements regarding the scope and frequency of the analyses. [cf. § 14 (2) and (3) Drinking Water Ordinance]

### How to check the requirements on board



- Crew list
- Certification of qualification of the cook
- Documentation of drinking water analyses
- Documents about inspection of catering, provision rooms and galley
- Documents about training of persons preparing food instead of the ship's cook.
- Evidence of training and instruction of galley and catering personnel
- Food Hygiene-Guideline
- Conducting private interviews
- Measures DMLC Part II

- Do crew lists and certificates confirm that the ship's cooks are 18 years of age or older and that they are trained and qualified accordingly?
- Is the galley and catering personnel trained and instructed accordingly?
- Have inspections of provision and drinking water, provision rooms, galleys and equipment been carried out monthly?
- Random checks of galley, pantry and provision rooms.
- Are food and drinking water of appropriate quality and quantity?



- Are food supplies varied in nature according to menu plans and by visual observation of provisions?
- Is the drinking water of good quality? How is the water quality monitored?
- Are drinking water analyses carried out periodically?
- Do private interviews with some crew members confirm that the requirements of providing food and catering in an appropriate quality and quantity and free of charge are adhered to?





### 3.13 Medical care on board ship and ashore (Regulation 4.1)

#### Requirements

##### Provision of medical care free of charge

- In the event of illness or injury the crew member is entitled for the period of the employment engagement to receive prompt and adequate medical care at the cost of the shipowner. [cf. § 99 (1) SeeArbG]
- The entitlement to medical care covers all appropriate measures for protecting health and medical treatment that includes: [cf. § 99 (3) SeeArbG]
  - necessary dental treatment
  - food and accommodation for an ill or injured seafarer
  - supply with necessary pharmaceuticals and other aids for care
  - access to medical equipment and facilities for diagnosis and treatment
  - access to medical information and expertise advice
- The crew member has the right to consult a qualified medical doctor or dentist without delay in ports of call. [cf. § 99 (4) SeeArbG]

##### Standard medical report form

- For the documentation of medical care a standard medical report form (published specimen) is to be used. Its content is to be kept confidential and shall only be used to facilitate the treatment of the crew member. [cf. § 109 (4) SeeArbG]



A model of the medical report form is attached as annex 13 to this guideline.

##### Medical equipment on board

- The ship, lifeboats and rescue boats belonging to the ship have to be fitted with medical equipment appropriate to the requirements for the ship type, the number of persons on board and the trading area. [cf. § 107 (2) SeeArbG]



- The medical equipment especially includes: [cf. § 107 (2) SeeArbG]
  - the pharmaceuticals, medicines, medical aids and other medical equipment stored in the ship's pharmacy, medical chest or first aid kit
  - the necessary documentation of daily or actually necessary medical treatment and the use of the ship's pharmacy and other medical equipment, especially log books and medical report forms
  - necessary medical guides.
- The medical equipment must be appropriate regarding its content, its storage, its labeling and its application, including facilities for documentation to ensure the protection of health of persons on board and to ensure an immediate and appropriate treatment on board. The medical equipment meets the requirements when it complies with the medical standard as published in the Transport Gazette or in the Official Federal Gazette (state of the medical findings) in the current version. [cf. § 107 (2) SeeArbG]

### Internal verifications on board

- The shipowner has to ensure by internal checks at least every twelve months that the medical accommodations and equipment are always in proper condition. The shipowner shall involve a public pharmacy in carrying out the inspection and the necessary completion of the medical equipment with medicines and medical devices. Records of these internal checks and services of the pharmacy shall be properly maintained and have to be kept on board for minimum five years from the date of issuance. [cf. § 109 Abs. 3 SeeArbG]

### Qualification of persons responsible for medical care on board

- All ships, excluding ships engaged in national voyages, with a voyage of more than three days duration and with 100 persons or more on board need to have a qualified medical doctor according to the provisions of the ordinance of maritime medicine, who is responsible for medical care on board. If there are more than 800 persons on board, a second medical doctor needs to be available. [cf. § 6 (1), (2) SchBesV]
- Ships with a ship's doctor have to carry personnel for health and nursery as follows: [cf. § 6 (3) SchBesV]
  - ships carrying 100 persons or more: one person
  - ships carrying more than 500 persons: two persons
  - ships carrying more than 800 persons: three persons
  - ships carrying more than 1200 persons: four persons
- On a ship without a doctor the master is responsible for carrying out the medical treatment. But he may delegate this task to a ship's officer. The mas-



ter and the ship's officers who are responsible for carrying out medical treatment shall have to attend every five (5) years an authorized medical refresher course in this area. [cf. § 109 (1) SeeArbG]

- A medical refresher course shall be authorized by the Dienststelle Schiffssicherheit. [cf. § 109 (1) SeeArbG]

### How to check the requirements on board



- Crew members' employment agreements
- Standard medical report form
- Documentation about internal verification of the medical accommodations and medical equipment
- If any, document of a refreshing course of the person in charge for medical care on board
- Conducting private interviews
- Measures DMLC Part II

- Is it ensured that medical care is provided to the crew member free of charge for the period of employment engagement?
- Is the ship equipped with appropriate medical equipment and are the equipment and medical accommodation subject to an internal verification every 12 months?
- Ships that are not required to carry a medical doctor: Is the master or a ship's officer in charge of medical care, and are these persons in possession of the necessary qualification?
- Is the standard medical report form on board handled confidentially?
- Do private interviews with some crew members confirm that they have access to medical treatment on board that is free of charge, and that they have the opportunity to visit a qualified medical doctor or dentist without delay in ports of call?
- Does the medical treatment room provide facilities to direct medical advice by radio or satellite communication system and is the officer in charge familiarized with the operation of it?





## 3.14 Shipowners' liability (Regulation 4.2)

### Requirements

#### Medical care at the cost of the shipowner

- For the duration of the seafarer's employment engagement in the event of an illness or injury the crew member is entitled at the cost of the shipowner to prompt and adequate medical care until the illness or inability to work has been declared as permanent. [cf. § 99 (1) SeeArbG]
- Medical care at the cost of the shipowner lapses for each crew member latest at the end of the 26th week after crew member has left the ship. In the event of an injury caused by an occupational accident, medical care ends when the competent accident liability insurance begins with its payments. [cf. § 103 (2) SeeArbG]

#### Continued payment of wages and sick pay

- A crew member who is unfit for work because of illness or injury is entitled to continuation of payment of wages from the beginning of the inability to work at least until the day on which crew member leaves the ship. [cf. § 104 (1) SeeArbG]
- When leaving the ship the entitlement to continuation of payment lasts for a period of up to six weeks from the beginning of the incapacity for work. [cf. § 3 (1) EntgFG]
- Following the entitlement to continuation payment of wages the shipowner has to pay the crew member for the period of inability to work or hospital treatment an amount at the level of the illness pay by a public health insurance - at maximum further 10 weeks. This entitlement ends 16 weeks after the beginning of the inability to work. If the crew member is insured in public health insurance these further 10 weeks of illness pay are covered by the public health insurance. [cf. § 104 (2) SeeArbG]
- For seafarers insured in the public health insurance the gross sickness pay is 70 % of the average payment for seafarers, but 90 % of the last net remuneration at maximum. The average payment of crew members is only considered up to the contribution assessment ceiling.

#### Decease of a crew member

- The shipowner bears the costs of the funeral where a crew member has deceased in connection with his or her employment or as a result of it. [cf. § 79 (2) SeeArbG]



### **Care for belongings and wage account of a deceased or missing crew member**

- The shipowner has to ensure, that the possessions are soonest forwarded to the heirs of the deceased or the relatives of the missing crew member. The shipowner shall transfer the wage account to the heirs or the relatives. [cf. § 80 SeeArbG]

### **Care for belongings and wage account of an ill or injured crew member**

- When a crew member due to illness or injury has to be left behind ashore, the master shall entrust the belongings of the crew member to the local representative of the shipowner. The crew member needs to consent to the hand-over. The master shall ensure that a list of the effects and the wage account of the crew member is set up with giving the location of the deposit. The list shall be signed by the master and by another crew member. One list shall be handed over to the crew member that is left behind. [cf. § 106 SeeArbG]

### *How to check the requirements on board*



- Crew members' employment agreement
- Collective bargaining agreements
- Conducting private interviews

- Do the seafarers' employment agreements and/or collective bargaining agreements include any coverage of health protection?



### 3.15 Health and safety protection and accident prevention (Regulation 4.3)

#### Requirements

#### **Occupational health protection system on board of ships**

The following list only names the basic requirements to occupational health and safety protection. The laws and ordinances referred to in the following text include further requirements compliance has to be ensured with. In addition to the statutory occupational health and safety law the respective accident prevention regulations (e.g. BGV A1) have to be considered.

#### Shipowners' basic obligations

- The shipowner is obliged to adopt appropriate measures for occupational safety and health protection considering all aspects affecting the employees' safety and health at work. He has to monitor the measures for their efficiency and, if needed, adjust them to changing conditions. In doing this, he has to seek for improvement of safety and health protection of his employees. [cf. § 3 (1) ArbSchG]
- The shipowner is obliged to arrange and maintain the entire ship operation and all equipment, appliances and installations on board, as well as to organize employment and workflow that the crew members are protected against the dangers of sea and fire, occupational hazards to health, as well as other hazards for life, health and morality, insofar as the type of ship operation permits. [cf. § 114 (1) SeeArbG]
- The shipowner has to appoint occupational physicians and occupational safety experts who shall support the shipowner in occupational health and safety protection and accident prevention. [cf. § 1 ASiG]

#### Management of occupational health protection

- The shipowner has to provide an appropriate organisation for the planning and implementation of appropriate occupational safety and health protection measures, considering the nature of activity and number of employees. He has to provide the necessary resources. He also has to ensure that the appropriate measures are considered, if necessary, when carrying out any activities and that this process is integrated in the company's management structure, and that the employees fulfil their participation obligations. [cf. § 3 (2) ArbSchG]





- Ships that are subject to the ISM-Code ( SOLAS Chapter IX and Regulation 336/2006 (EC)): The company has to implement and maintain a safety management system, pursuing following objectives, among others:
  - provide for safe practices in ship operation and a safe working environment;
  - assess all identified risks to its ships, personnel and the environment and establish appropriate safeguards; and
  - continuously improve safety management skills of personnel ashore and aboard ships, including preparing for emergencies related both to safety and environmental protection.
- Within the safety management system the shipowner shall take into consideration the *Guidelines on the basic elements of a shipboard occupational health and safety programme* (IMO Circular MSC-MEPC.2/Circ.3, VKBl. 2010 S. 401). [cf. Annex C.I.6 SchSG]

### Risk assessment

- The shipowner has to determine appropriate measures for occupational safety by assessing occupational risks. [cf. § 5 ArbSchG]
- The process of risk assessment should contain following steps:
  1. Definition of work areas and activities
  2. Identification of hazards
  3. Assessment of the hazards
  4. Determination and implementation of safety measures
  5. Verification of the effectiveness of the measures and adaptation to changed circumstances
- The shipowner must have a documentation of risk assessment, measures taken and verification of the effectiveness of these measures. [cf. § 6 ArbSchG]

### Personal protective equipment

- The shipowner has to provide appropriate personal protective equipment (PPE) to the crew members. The proper use and periodical inspection of the PPE must be guaranteed. The crew members have to be familiarized with the use of the PPE. [PSA-Benutzungsverordnung]

### Occupational safety and health protection familiarisation

- The crew members have to get a proper and appropriate familiarisation in occupational safety and health protection. [cf. § 12 ArbSchG]



### Safety representatives and ship's safety committee

- On ships with five or more crew members minimum one safety representative is to be appointed. The safety representative shall participate in the meetings of the ship's safety committee. Such a committee shall be established on ships with five or more crew members and shall meet minimum every three months. The committee's task is to discuss concerns of occupational safety and accident prevention. [cf. §§ 115, 116 SeeArbG]

### Recording and reporting of accidents

- All accidents have to be recorded when a seafarer is killed or so severely injured that he dies or becomes wholly or partially incapable of work for more than three days. At the same time these accidents have to be reported to the relevant accident insurance. [cf. § 6 (2) ArbSchG, § 193 SGB VII]

### Special protection of young crew members

- Young crew members have to be instructed about accident and health hazards before starting work and in cases of significant changes of the working conditions. The instructions have to be repeated at appropriate intervals, however, at least half-yearly. The master has to assess the hazards related to the work of young crew members before starting work and in cases of significant changes of the working conditions.
- Reference is made to the restrictions of work listed in No. 3.1 of this guideline. [cf. § 117 (4), (5) SeeArbG]

### Noise and vibration protection

- When assessing the working conditions the shipowner has to determine whether the crew members are or may be exposed to noise and vibration. If this is the case, the shipowner has to assess all health and safety hazards to the crew members resulting thereof. To do this, he has to identify and assess the expositions occurring at the workplace. If compliance with the limit values cannot be determined safely, then the scope of the exposure should be determined by measures. [cf. § 3 LärmVibrationsArbSchV]

### Protection against hazardous substances

- The shipowner may permit work with hazardous substances only after performing a risk assessment and implementing appropriate protective measures. [cf. § 7 (1) GefStoffV]

### Protection against hazards in operation and use of work equipment (tools, appliances, machinery and plants)

- According to the basic requirements of § 4 Labour Protection Act (ArbSchG) the shipowner has to take appropriate measures to provide work equipment to the crew members that is appropriate to the work place conditions, and that ensures safety and health protection when it is used according to the intended purpose. [cf. § 3 (1) BetrSichV]



### Duties of the Master and support duties of the crew members

- The duties of maintenance and safe operation of the ship and work stations, plants and appliances on board, as well as the organisation of work and work processes also apply to the master. [cf. § 114 (1) SeeArbG]
- The crew members shall comply with the applicable occupational safety and health measures. [cf. § 114 (2) SeeArbG]

### How to check the requirements on board



- Safety management system (SMS) of the company
- Accident prevention regulations – Basic principles of prevention (BGV A1) and Handbuch See of the BG Verkehr
- Risk assessment documentation
- Minutes of meeting of the ship's safety committee
- Evidence of familiarisation which was carried out
- Accident reports
- Postings of workplace hazards
- Work procedures
- Conducting private interviews
- Measures DMLC Part II

- Are the basic requirements of the occupational safety and health system implemented on board and are the crew members familiar with them?
- Are accidents recorded, reported and verified?
- Is a documentation of risk assessment available, that includes at minimum
  - the identification of hazards,
  - initiated protection measures,
  - control of effectiveness?
- Has a safety representative been appointed?
- Review of minutes of meeting of the ship's safety committee.
- Have technical and organisational occupational protection measures been implemented? (e.g. fall protection, safety devices on machines or posted work procedures)
- Is an appropriate PPE provided, used correctly and inspected periodically?



- Are the seafarers instructed in accident and health hazards periodically and especially before starting work and in case of significant changes of working conditions?
- Do private interviews of crew members confirm occupational safety and health protection practices on board?





### 3.16 Social security (Regulation 4.5)

#### Requirements

##### **Statutory social security insurance**

- In Addition to the entitlement to medical care and continuation of payment for the period of inability to work the crew members employed on German flagged ships are subject to different branches of the compulsory statutory social insurance when their legal domicile is Germany.

##### **Social insurance for non-German seafarers**

- On German flagged ships, which are registered in the International Register of Shipping, non-German seafarers are mostly exempted from the requirements of the statutory social insurance. The different requirements, applying to individual branches of the social insurance, are presented in the table below:

<u>Accident insurance:</u>	All crew members are insured against accidents by law.
<u>Pension insurance:</u>	Basically, all crew members are compulsorily insured in the pension insurance. Non-German crew members with a foreign residence may be exempted from the compulsory pension insurance upon application. Nationals of EC- and EEA-Member States, and eventually nationals of countries, with which a social security treaty exists, are excluded from exemption.
<u>Health and long-term care insurance:</u>	German crew members have to be covered by a public or private health insurance. A compulsory insurance does not apply to non-German crew members with a foreign residence and crew members, who are covered by a sickness insurance scheme of the EC. Different requirements apply to crew members, who are nationals of countries, with which a social security treaty exists.
<u>Unemployment insurance:</u>	German crew members and crew members who are nationals of an EC-member state have to be covered by public unemployment insurance. A compulsory insurance does not apply to third country nationals with a foreign residence. Different requirements apply to crew members, who are nationals of countries with which a social security treaty exists.





## Minimum branches of social security

- Each crew member on a German flagged ship is at least protected by the statutory accident insurance (SGB VII) in the following fields of social security:
  - Benefits in case of accidents at work and occupational diseases (inclusive invalidity and surviving dependants' benefits)
  - Medical care
  - Continuation of payment for the period of inability to work

### How to check the requirements on board



- Crew members' employment agreements
- Collective bargaining agreements
- Conducting private interviews

- Do employment agreements contain any information about social security, and is this information in compliance with the requirements?
- Do the employment agreements contain information to the minimum branches of social security to be provided?





## 3.17 On-board complaint procedures (Regulation 5.1.5)

### Requirements

#### **Right of complaint** [cf. § 127 SeeArbG]

- Every crew member has the right to lodge a complaint against a breach of the Seearbeitsgesetz and the ordinances based on that law or against discrimination and victimization. The crew member has the right to complain to the following persons or authorities:
  1. the direct superior
  2. the master
  3. the shipowner
  4. the Dienststelle Schiffssicherheit
  5. German missions abroad
  6. other appropriate external authorities
- Minimum one person shall be nominated on board the ship by the shipowner or master, which can provide, on a confidential basis, the crew member with impartial advice on his complaint and otherwise assist him in exercising his right of complaint.
- The crew member has the right to be accompanied and to be represented by a confidant of his choice during the complaint proceedings.
- The crew member and the confidants shall not face any disadvantage in consequence of filing a complaint.
- The shipowner has to inform the crew member in addition to the delivery of the employment agreement in writing about the on-board complaint procedure applicable to the ship. This information (on-board complaint procedure) has to include, among others, the name(s) of the confidant(s), the address and phone number of the shipowner, the Dienststelle Schiffssicherheit and the competent body responsible for complaints in the country of domicile of the crew member.
- The shipowner has to maintain the complaint procedure on a current status. This may be made by posting it in a commonly accessible place.

#### **Complaint procedures** [cf. § 128 SeeArbG]

- The aim of the on-board complaint procedure is to settle complaints preferably on the lowest level.
- At first, the complaint should be addressed to the direct superior of the crew member. If the superior does not resolve the matter within an appropriate time limit (usually within two weeks) he has to inform the master **on demand of the complainant**. The master has to decide on the complaint.



- If the complaint is caused by the behaviour of crew members the master shall try to settle it amicably.
- If the master is not able to resolve the complaint, he has to forward it to the shipowner **on demand of the complainant**.
- The master has to record the complaint and his decision on this with a description of the facts in the ship's log book. A copy of the record shall be provided to the crew member.
- Nevertheless, the crew member has the right to file his complaint at any time directly to any of the following bodies:
  1. master,
  2. shipowner,
  3. Dienststelle Schiffssicherheit,
  4. German missions abroad,
  6. any other appropriate external body.
- The Dienststelle Schiffssicherheit has to ensure that complaints filed by seafarers are, at any time, received, investigated and, wherever possible, resolved.



A model of a complaint procedure is attached in annex 14 of this guideline.

### How to check the requirements on board



- Copy of the on-board complaint procedure
- Ship's log book (if applicable)
- Conducting private interviews
- Measures according to DMLC Part I

- Were all crew members given a copy of the on-board complaint procedure applicable on the ship in an appropriate language?
- Does the complaint procedure on board comply with the requirements of the Seearbeitsgesetz?
- Is the confidant nominated by the master or the shipowner, who may provide impartial advice on the complaint, known to the crew members?
- Do interviews of some crew members indicate victimization caused by filing a complaint?





## 4. Annex

1. Declaration of shipowner's responsibility
2. Maritime Labour Certificate
3. Interim Maritime Labour Certificate
4. Declaration of Maritime Labour Compliance Part I
5. Inspection report
6. Certificate of medical fitness
7. Statement of Compliance (private recruitment and placement service)
8. Model of a crew member's employment agreement
9. Model of a record of employment
10. Record of hours of work and hours of rest
11. Table of shipboard working arrangements
12. Crew list
13. Standard medical report form
14. Complaint procedure



# Annex 1

## Erklärung der Verantwortlichkeit des Reeders nach § 3 Absatz 2 der Seearbeitsüberprüfungs-Verordnung (SeeArbÜV)

*Declaration of shipowner's responsibility  
according to section 3 para. 2 of the Seearbeitsüberprüfungs-Verordnung (SeeArbÜV)*

Das folgende Unternehmen  
*The following Company*

Name <i>Name</i>	
Adresse <i>Address</i>	
Kontaktperson <i>Contact person</i>	
Telefonnummer <i>Phone</i>	
E-Mail / <i>email</i>	

hat die Verantwortung als Reeder für das folgende Schiff übernommen und hat sich mit der Übernahme dieser Verantwortung verpflichtet, die Aufgaben und Pflichten zu erfüllen, die dem Reeder nach dem Seearbeitsgesetz und den anderen Rechtsvorschriften zur Umsetzung des Seearbeitsübereinkommens auferlegt werden.

*has assumed as shipowner the responsibility for the operation of the following ship and, on assuming such responsibility, has agreed to fulfil the duties and responsibilities imposed on the shipowner in accordance with the German Maritime Labour Act and other legal provisions implementing the Maritime Labour Convention.*

Schiffsname <i>Name of ship</i>	
IMO Nummer <i>IMO number</i>	
Rufzeichen <i>Call sign</i>	
Datum der Registrierung <i>Date of registry</i>	

---

Name und Unterschrift Reeder  
*Name and signature of the shipowner*

---

Ort und Datum  
*Place and date*

## Annex 1





**Bundesrepublik Deutschland**  
*Federal Republic of Germany*

**SEEARBEITSZEUGNIS**  
*Maritime Labour Certificate*

(Anmerkung: Diesem Zeugnis muss eine Seearbeits-Konformitätserklärung beigelegt sein)  
(Note: This Certificate shall have a Declaration of Maritime Labour Compliance attached)

Ausgestellt im Namen der Regierung der  
**BUNDESREPUBLIK DEUTSCHLAND** durch die  
**BERUFGENOSSENSCHAFT FÜR TRANSPORT UND VERKEHRSWIRTSCHAFT**  
nach den Bestimmungen von Artikel V und Titel 5 des Seearbeitsübereinkommens, 2006  
(im Folgenden als „das Übereinkommen“ bezeichnet)

*Issued under the provision of the Government of the  
FEDERAL REPUBLIC OF GERMANY by  
BERUFGENOSSENSCHAFT FÜR TRANSPORT UND VERKEHRSWIRTSCHAFT  
under the provisions of Article V and Title 5 of the Maritime Labour Convention, 2006  
(referred to below as “the Convention”)*

**Angaben zum Schiff**  
*Particulars of the ship*

**Name des Schiffes** .....  
*Name of ship*

**Unterscheidungssignal** .....  
*Distinctive number or letters*

**Heimathafen** .....  
*Port of registry*

**Datum der Registrierung**.....  
*Date of registry*

**Bruttoreaumzahl** .....  
*Gross tonnage*

**IMO-Nummer** .....  
*IMO Number*

**Schiffstyp** ..... /  
*Type of ship*

**Name und Anschrift des Reeders** .....  
*Name and address of the shipowner*

## Anlage 2

Hiermit wird bescheinigt,

*This is to certify:*

**1 dass dieses Schiff überprüft und seine Einhaltung der Anforderungen des Übereinkommens und der Bestimmungen der beigefügten Seearbeits-Konformitätserklärung nachgeprüft worden ist.**

*that this ship has been inspected and verified to be in compliance with the requirements of the Convention, and the provisions of the attached Declaration of Maritime Labour Compliance.*

**2 dass die in Anhang A5-I des Übereinkommens aufgeführten Arbeits- und Lebensbedingungen der Seeleute den innerstaatlichen Vorschriften des vorstehend erwähnten Landes zur Durchführung des Übereinkommens entsprechen. Diese innerstaatlichen Vorschriften sind in der beigefügten Seearbeits-Konformitätserklärung, Teil I, zusammengefasst.**

*that the seafarers' working and living conditions specified in Appendix A5-I of the Convention were found to correspond to the abovementioned country's national requirements implementing the Convention. These national requirements are summarized in the Declaration of Maritime Labour Compliance, Part I.*

**Dieses Zeugnis gilt bis \_\_\_\_\_, vorbehaltlich der Überprüfungen in Übereinstimmung mit den Normen A5.1.3 und A5.1.4 des Übereinkommens.**

*This certificate is valid until \_\_\_\_\_ subject to inspections in accordance with Standards A5.1.3 and A5.1.4 of the Convention.*

**Dieses Zeugnis gilt nur, wenn die in Hamburg am \_\_\_\_\_ ausgestellte Seearbeits-Konformitätserklärung beigefügt ist.**

*This certificate is valid only when the Declaration of Maritime Labour Compliance issued at Hamburg on \_\_\_\_\_ is attached.*

**Die Überprüfung, auf der dieses Zeugnis beruht, wurde abgeschlossen am: \_\_\_\_\_**

*Completion date of the inspection on which this certificate is based was: \_\_\_\_\_*

**Ausgestellt in Hamburg am \_\_\_\_\_**  
*Issued at (Ort der Ausstellung) on (Datum der Ausstellung)*  
*(Place of issue of certificate) (Date of issue)*

(Siegel)

*(Seal)*

**BERUFGGENOSSENSCHAFT FÜR TRANSPORT  
UND VERKEHRSWIRTSCHAFT  
- Dienststelle Schiffssicherheit -**

\_\_\_\_\_

## Anlage 2

### Vermerke

für die obligatorische Zwischenüberprüfung und (falls erforderlich) etwaige zusätzliche Überprüfungen  
*Endorsements for mandatory intermediate inspection and, if required, any additional inspection*

Hiermit wird bescheinigt, dass das Schiff in Übereinstimmung mit den Normen A5.1.3 und A5.1.4 des Übereinkommens überprüft worden ist und dass die in Anhang A5-I des Übereinkommens aufgeführten Arbeits- und Lebensbedingungen den innerstaatlichen Vorschriften des vorstehend erwähnten Landes zur Durchführung des Übereinkommens entsprechen.

*This is to certify that the ship was inspected in accordance with Standards A5.1.3 and A5.1.4 of the Convention and that the seafarers' working and living conditions specified in Appendix A5-I of the Convention were found to correspond to the abovementioned country's national requirements implementing the Convention.*

**Zwischenüberprüfung:**

(zwischen dem 2. und 3. Jahrestag abzuschließen)

*Intermediate inspection:*

*(to be completed between the*

*2nd and 3rd anniversary dates)*

**(Siegel)**

*(Seal)*

**unterzeichnet:**

*Signed:*

\_\_\_\_\_  
**(Unterschrift des ermächtigten  
Bediensteten)**

*(Signature of authorized official)*

**Ort:**

*Place:*

**Datum:**

*Date:*

### Weitere Vermerke (falls erforderlich)

*Additional endorsements (if required)*

Hiermit wird bescheinigt, dass das Schiff zwecks Nachprüfung, dass es die innerstaatlichen Vorschriften zur Durchführung des Übereinkommens weiterhin erfüllte, wie durch die Norm A3.1 Absatz 3 des Übereinkommens (erneute Eintragung im Schiffsregister oder wesentliche Veränderungen der Unterkünfte) vorgeschrieben, oder aus anderen Gründen Gegenstand einer zusätzlichen Überprüfung war.

*This is to certify that the ship was the subject of an additional inspection for the purpose of verifying that the ship continued to be in compliance with the national requirements implementing the Convention, as required by Standard A3.1, paragraph 3, of the Convention (re-registration or substantial alteration of accommodation) or for other reasons.*

**Zusätzliche Überprüfung (falls erforderlich):**

*Additional inspection (if required):*

**(Siegel)**

*(Seal)*

**unterzeichnet:**

*Signed:*

\_\_\_\_\_  
**(Unterschrift des ermächtigten  
Bediensteten)**

*(Signature of authorized official)*

**Ort:**

*Place:*

**Datum:**

*Date:*

**Zusätzliche Überprüfung (falls erforderlich):**

*Additional inspection (if required):*

**(Siegel)**

*(Seal)*

**unterzeichnet:**

*Signed:*

\_\_\_\_\_  
**(Unterschrift des ermächtigten  
Bediensteten)**

*(Signature of authorized official)*

**Ort:**

*Place:*

**Datum:**

*Date:*

## Anlage 2

**Zusätzliche Überprüfung (falls erforderlich):**  
*Additional inspection (if required):*

**(Siegel)**  
*(Seal)*

**unterzeichnet:**  
*Signed:*

\_\_\_\_\_  
**(Unterschrift des ermächtigten  
Bediensteten)**  
*(Signature of authorized official)*

**Ort:**  
*Place:*

**Datum:**  
*Date:*

\_\_\_\_\_

\_\_\_\_\_



**Bundesrepublik Deutschland**  
*Federal Republic of Germany*

**VORLÄUFIGES SEEARBEITSZEUGNIS**  
*Interim Maritime Labour Certificate*

Ausgestellt im Namen der Regierung der  
**BUNDESREPUBLIK DEUTSCHLAND** durch die  
**BERUFGENOSSENSCHAFT FÜR TRANSPORT UND VERKEHRSWIRTSCHAFT**  
nach den Bestimmungen von Artikel V und Titel 5 des Seearbeitsübereinkommens, 2006  
(im Folgenden als „das Übereinkommen“ bezeichnet)

*Issued under the provision of the Government of the*  
**FEDERAL REPUBLIC OF GERMANY** *by*  
**BERUFGENOSSENSCHAFT FÜR TRANSPORT UND VERKEHRSWIRTSCHAFT**  
*under the provisions of Article V and Title 5 of the Maritime Labour Convention, 2006*  
*(referred to below as “the Convention”)*

**Angaben zum Schiff**  
*Particulars of the ship*

**Name des Schiffes** .....  
*Name of ship*

**Unterscheidungssignal** .....  
*Distinctive number or letters*

**Heimathafen** .....  
*Port of registry*

**Datum der Registrierung**.....  
*Date of registry*

**Bruttoreaumzahl** .....  
*Gross tonnage*

**IMO-Nummer** .....  
*IMO Number*

**Schiffstyp** .....  
*Type of ship*

**Name und Anschrift des Reeders** .....  
*Name and address of the shipowner*

## Annex 3

Hiermit wird für die Zwecke der Norm A5.1.3 Absatz 7 des Übereinkommens bescheinigt, dass  
*This is to certify, for the purposes of Standard A5.1.3, paragraph 7, of the Convention, that*

- a) **das Schiff, soweit angemessen und praktisch möglich, in Bezug auf die in Anhang A5-I des Übereinkommens genannten Angelegenheiten überprüft worden ist, unter Berücksichtigung einer Überprüfung der nachfolgend unter Buchstabe b), c) und d) aufgeführten Punkte;**  
*this ship has been inspected, as far as reasonable and practicable, for the matters listed in Appendix A5-I to the Convention, taking into account verification of items under( b),( c) and (d) below;*
- b) **der Reeder der zuständigen Stelle oder anerkannten Organisation nachgewiesen hat, dass das Schiff über angemessene Verfahren verfügt, um das Übereinkommen einzuhalten;**  
*the shipowner has demonstrated to the competent authority or recognized organization that the ship has adequate procedures to comply with the Convention;*
- c) **der Kapitän mit den Anforderungen des Übereinkommens und den Verantwortlichkeiten für die Durchführung vertraut ist; und**  
*the master is familiar with the requirements of the Convention and the responsibilities for implementation; and*
- d) **der zuständigen Stelle oder anerkannten Organisation einschlägige Informationen zur Erstellung einer Seearbeits-Konformitätserklärung vorgelegt worden sind.**  
*relevant information has been submitted to the competent authority or recognized organization to produce a Declaration of Maritime Labour Compliance.*

Dieses Zeugnis ist gültig bis \_\_\_\_\_, vorbehaltlich der Überprüfungen in Übereinstimmung mit den Normen A5.1.3 und A5.1.4.

*This certificate is valid until ..... subject to inspections in accordance with Standards A5.1.3 and A5.1.4.*

Die unter a) genannte Überprüfung wurde abgeschlossen am: \_\_\_\_\_  
*Completion date of the inspection referred to under (a) above was:*

Ausgestellt in \_\_\_\_\_ am \_\_\_\_\_  
*Issued at (Ort der Ausstellung) on (Datum der Ausstellung)*  
*(Place of issue of certificate) (Date of issue)*

(Siegel)  
*(Seal)*

**BERUFGENOSSENSCHAFT FÜR TRANSPORT  
UND VERKEHRSWIRTSCHAFT  
- Dienststelle Schiffssicherheit -**

\_\_\_\_\_



## Annex 4

Bundesrepublik Deutschland  
Federal Republic of Germany

### Seearbeitsübereinkommen, 2006 Maritime Labour Convention, 2006

### Seearbeits-Konformitätserklärung - Teil I Declaration of Maritime Labour Compliance - Part I

(Diese Erklärung muss dem Seearbeitszeugnis des Schiffes beigelegt werden)  
(Note: This Declaration must be attached to the ship's Maritime Labour Certificate)

Ausgestellt im Namen der Regierung der  
BUNDESREPUBLIK DEUTSCHLAND  
durch die BERUFGENOSSENSCHAFT FÜR TRANSPORT UND VERKEHRSWIRTSCHAFT

Issued under the authority of the Government of the  
FEDERAL REPUBLIC OF GERMANY  
by BERUFGENOSSENSCHAFT FÜR TRANSPORT  
UND VERKEHRSWIRTSCHAFT

In Bezug auf die Bestimmungen des Seearbeitsübereinkommens, 2006, wird das nachstehend bezeichnete Schiff:  
With respect to the provisions of the Maritime Labour Convention, 2006, the following referenced ship:

Name des Schiffes <i>Name of ship</i>	IMO-Nummer <i>IMO Number</i>	Bruttoreaumzahl <i>Gross tonnage</i>

in Übereinstimmung mit der Norm A5.1.3 des Übereinkommens unterhalten.  
*is maintained in accordance with Standard A5.1.3 of the Convention.*

Der Unterzeichner erklärt im Namen der genannten zuständigen Stelle, dass  
*The undersigned declares, on behalf of the above mentioned competent authority, that:*

- a) die Bestimmungen des Seearbeitsübereinkommens vollständig in die nachfolgend genannten innerstaatlichen Anforderungen übertragen worden sind;  
*the provisions of the Maritime Labour Convention are fully embodied in the national requirements referred to below;*
- b) diese innerstaatlichen Anforderungen in den nachfolgend angegebenen Bestimmungen enthalten sind; zum Inhalt dieser Bestimmungen werden Erläuterungen gegeben, sofern es erforderlich ist;  
*these national requirements are contained in the national provisions referenced below; explanations concerning the content of those provisions are provided where necessary;*
- c) die Einzelheiten von im Wesentlichen gleichwertigen Regelungen gemäß Artikel VI Absatz 3 und 4 in dem für diesen Zweck bestimmten Absatz aufgeführt sind;  
*the details of any substantial equivalencies under Article VI, paragraphs 3 and 4, are provided in the section provided for this purpose below;*
- d) von der zuständigen Stelle gemäß Titel 3 gewährte Ausnahmen in dem für diesen Zweck bestimmten Abschnitt klar angegeben sind;  
*any exemptions granted by the competent authority in accordance with Title 3 are clearly indicated in the section provided for this purpose below; and*
- e) auf spezifische Anforderungen der innerstaatlichen Gesetzgebung zu Schiffsarten ebenfalls unter den entsprechenden Anforderungen hingewiesen wird.  
*any ship-type specific requirements under national legislation are also referenced under the requirements concerned.*

# Annex 4

## 1. Mindestalter (Regel 1.1)

### Minimum age (Regulation 1.1)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 10, 53, 54, 117

**National requirements:** Maritime Labour Act: §§ 10, 53, 54, 117

Personen unter 16 Jahren sowie Personen, die der Vollzeitschulpflicht unterliegen, dürfen auf Schiffen nicht als Seeleute (Besatzungsmitglieder) beschäftigt werden.

Unter 18jährige Besatzungsmitglieder (jugendliche Besatzungsmitglieder) dürfen in der Zeit zwischen 20 Uhr und 6 Uhr nicht arbeiten. Im Rahmen der Ausbildung und des Wachdienstes sind Ausnahmen vom Verbot der Nachtarbeit möglich, siehe §§ 53 und 54 des Seearbeitsgesetzes.

Die Beschäftigung von jugendlichen Besatzungsmitgliedern ist verboten, wenn diese Arbeiten ihre Gesundheit oder Sicherheit gefährden können. § 117 Absatz 2 des Seearbeitsgesetzes beinhaltet grundlegende Beschäftigungsverbote. Der Kapitän hat bei bestimmten Tätigkeiten nach § 117 Absatz 3 des Seearbeitsgesetzes zu prüfen, ob eine Arbeit jugendlicher Besatzungsmitglieder auszuschließen ist.

*Persons under the age of 16 as well as persons, for whom a full time school attendance is compulsory, shall not work on a ship as a seafarer (crew member).*

*Crew members under the age 18 (young crew members) shall not work in any period between 20:00 hrs and 06:00 hrs. Exceptions from the night work restriction can be made in the course of a training programme or for watch duties. §§ 53 and 54 of the maritime Labour Act provide for possible exceptions.*

*The employment of young crew members is prohibited where the work is likely to jeopardize their health or safety. § 117 (2) of the Maritime Labour Act contains fundamental employment restrictions. The master has to verify for certain types of work according to § 117 (3) of the Maritime Labour Act whether a work of young crew members is excluded.*

## 2. Ärztliches Zeugnis (Regel 1.2)

### Medical certification (Regulation 1.2)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 11 bis 20; Maritime-Medizin-Verordnung

**National requirements:** Maritime Labour Act: §§ 11 to 20; Ordinance on Maritime Medicine

Besatzungsmitglieder dürfen nur beschäftigt werden, wenn sie ein gültiges ärztliches Zeugnis (Seediensttauglichkeitszeugnis) besitzen, das durch einen zugelassenen Arzt oder in Ausnahmefällen durch die Berufsgenossenschaft für Transport und Verkehrswirtschaft (BG Verkehr) ausgestellt worden ist.

Eine Liste der zugelassenen Ärzte wird von der BG Verkehr veröffentlicht.

Das ärztliche Zeugnis ist längstens 2 Jahre gültig. Bei jugendlichen Besatzungsmitgliedern beträgt die Gültigkeit längstens 1 Jahr.

Läuft die Gültigkeitsdauer eines Seediensttauglichkeitszeugnisses während einer Reise des Schiffs ab, bleibt es gültig, bis der nächste Hafen angelaufen wird, in dem das Besatzungsmitglied ein ärztliches Zeugnis von einem qualifizierten Arzt erhalten kann, mit der Maßgabe, dass dieser Zeitraum drei Monate nicht überschreiten darf.

Ein durch einen anderen Staat oder auf Grund einer Vorschrift eines anderen Staates ausgestelltes Seediensttauglichkeitszeugnis, das den Anforderungen des STCW-Übereinkommens genügt, ist einem deutschen ärztlichen Zeugnis gleichwertig.

*Crew members shall only be employed if they hold a valid medical certificate issued by an approved medical practitioner or in exceptional cases by the Berufsgenossenschaft für Transport und Verkehrswirtschaft (BG Verkehr).*

*A list of approved medical practitioners is published by the BG Verkehr.*

*The medical certificate is valid for a maximum period of 2 years. In case of youth crew members the validity is maximum 1 year.*

*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 crew member can obtain a medical certificate from a qualified medical practitioner, provided that this period shall not exceed three months.*

*A medical certificate issued by another state or due to a regulation of another state is to be considered as equivalent if it is in accordance with the requirements of the STCW Convention.*



## Annex 4

### 3. Befähigungen der Seeleute (Regel 1.3)

#### Qualifications of seafarers (Regulation 1.3)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: § 23; Seeleute-Befähigungsverordnung; Verordnung über die Berufsausbildung in der Seeschifffahrt

**National requirements:** Maritime Labour Act: § 23; Ordinance on Seafarers' Competency; Ordinance on Vocational Training in Maritime Shipping

Die Besatzungsmitglieder müssen den Anforderungen des STCW-Übereinkommens in Bezug auf Ausbildung und Befähigung entsprechen und die vorgeschriebenen Befähigungszeugnisse, Befähigungsnachweise oder Qualifikationsbescheinigungen besitzen.

Alle Besatzungsmitglieder müssen, bevor sie eine Beschäftigung an Bord eines Schiffes aufnehmen, eine Sicherheitsunterweisung nach Abschnitt A-VI/1 Absatz 1 des STCW-Codes erhalten.

*Crew members shall comply with the provisions of the STCW Convention with respect to training and competency and shall hold relevant certificates of competency, certificates of proficiency or documentary evidence.*

*Before being employed on board of a ship, all crew members shall receive safety familiarization training according to section A-VI/1 paragraph 1 of the STCW Code.*

### 4. Beschäftigungsverträge der Seeleute (Regel 2.1)

#### Seafarers' employment agreements (Regulation 2.1)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 28 bis 33, §§ 65 bis 69, §§ 81 bis 89

**National requirements:** Maritime Labour Act: §§ 28 to 33, §§ 65 to 69, §§ 81 to 89

Jedes Besatzungsmitglied muss im Besitz eines schriftlichen Heuervertrags sein. Handelt es sich bei dem Besatzungsmitglied um einen Auszubildenden, muss ein schriftlicher Vertrag über die Berufsausbildung an Bord vorhanden sein. Die §§ 28 und 82 des Seearbeitsgesetzes beinhalten die Mindestinhalte, die in den Heuervertrag oder in den Vertrag über die Berufsausbildung an Bord aufzunehmen sind.

Dem Besatzungsmitglied ist der Vertragsentwurf, einschließlich anzuwendender Tarifverträge, Betriebs- oder Bordvereinbarungen, rechtzeitig vor dem beabsichtigten Vertragsabschluss auszuhändigen oder zu übermitteln. Der Reeder und das Besatzungsmitglied erhalten je eine Ausfertigung des von ihnen unterzeichneten Vertrags. Kopien der einzelnen Heuerverträge sind an Bord mitzuführen.

§ 33 des Seearbeitsgesetzes regelt die Inhalte der Dienstbescheinigung. Die Bescheinigung ist dem Besatzungsmitglied spätestens zum Dienstende auszuhändigen. Bei Schiffen, auf denen in kurzen Abständen die Besatzungen wechseln oder regelmäßig dieselben Häfen angelaufen werden, insbesondere in der Fähr- und Schleppschifffahrt, muss die Dienstbescheinigung nur auf Antrag des Besatzungsmitglieds sowie bei Beendigung des Heuerverhältnisses ausgehändigt oder übermittelt werden.

Das Heuerverhältnis kann durch den Reeder oder das Besatzungsmitglied ordentlich oder außerordentlich gekündigt werden. Die Kündigung bedarf der Schriftform. Ein befristetes Heuerverhältnis kann nur ordentlich gekündigt werden, wenn dies einzelvertraglich oder tarifvertraglich vereinbart ist. § 66 des Seearbeitsgesetzes regelt die Kündigungsfristen für eine ordentliche Kündigung.

Der Reeder oder das Besatzungsmitglied kann das Heuerverhältnis aus wichtigem Grund ohne Einhaltung einer Frist außerordentlich kündigen. Zusätzlich kann das Besatzungsmitglied das Heuerverhältnis wegen dringender Familienangelegenheiten ohne Einhaltung einer Frist kündigen.

*Each crew member shall be in possession of a written employment agreement. If the crew member is a trainee, a written agreement about the apprenticeship on board shall be available. §§ 28 and 82 of the Maritime Labour Act provide minimum particulars that shall be recorded in the employment agreement or agreement about the apprenticeship on board.*

*The draft agreement including applicable collective bargaining agreements and company or shipboard agreements shall be handed out or submitted to the crew member in due time before signing the agreement. The shipowner and the crew member shall each receive an original of the agreement signed by both of them. Copies of the individual agreements shall be carried on board the ship.*

*§ 33 of the Maritime Labour Act stipulates the contents of the record of employment. The record is to be handed over to the crew member latest at the end of service on board. On board of ships on which the crew changes at short intervals or on ships calling regularly at the same ports (e.g. ferries and tugs) the record of employment needs to be handed over or to be submitted only at the request of the crew member and on termination of the employment agreement.*

*The employment engagement may be terminated by the shipowner or the crew member through ordinary or extraordinary termination. The termination requires the written form. A fixed-term employment engagement may only be terminated if it has been agreed upon in the employment agreement. § 66 of the Maritime Labour Act stipulates notice periods for an ordinary termination.*

*The shipowner or the crew member may extraordinarily terminate the employment engagement for compelling reasons without observing a notice period. In addition, the crew member may extraordinarily terminate the employment engagement without observing any notice period due to urgent family matters.*

## Annex 4

### 5. Inanspruchnahme eines bewilligten oder zugelassenen oder geregelten privaten Anwerbungs- und Arbeitsvermittlungsdienstes (Regel 1.4)

#### Use of any licensed or certified or regulated private recruitment and placement service (Regulation 1.4)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 24 bis 27

**National requirements:** Maritime Labour Act: §§ 24 to 27

Der Reeder darf einen privaten Arbeitsvermittlungsdienst für Seeleute (Vermittler) mit Sitz in Deutschland nur dann in Anspruch nehmen, wenn ihm vom Vermittler eine schriftliche Bescheinigung der BG Verkehr vorgelegt worden ist.

Der Reeder darf einen Vermittler mit Sitz in Staaten, die das Seearbeitsübereinkommen nicht ratifiziert haben, nur dann in Anspruch nehmen, wenn der Vermittler schriftlich versichert hat, dass er die Regelungen zur Anwerbung und Vermittlung nach Regel 1.4 des Seearbeitsübereinkommens erfüllt.

*The shipowner may only make use of a private seafarer recruitment and placement service based in Germany if the service is able to provide a written approval of the BG Verkehr.*

*The shipowner may only make use of a private seafarer recruitment and placement service based in countries that have not ratified MLC if the service has assured in writing that he complies with the requirements of Regulation 1.4 MLC.*

### 6. Arbeits- oder Ruhezeiten (Regel 2.3)

#### Hours of work or rest (Regulation 2.3)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 42 bis 55; See-Arbeitszeitanachweisverordnung;

Offshore-Arbeitszeitverordnung

**National requirements:** Maritime Labour Act: §§ 42 to 55; Ordinance on the working organization and working time records in maritime shipping; Offshore-Working Hours Ordinance

Die Regelungen zur Normalarbeitszeit, zu den Ruhezeiten und zu den Beschränkungen der Höchstarbeitszeit und der Mindestruhezeit entsprechen den Vorgaben des Seearbeitsübereinkommens.

Auf Schiffen, die in kurzer Aufeinanderfolge mehrere Häfen anlaufen (weniger als 36 Stunden zwischen den seewärtigen Lotsversetzpositionen der Revierzufahrten) gilt die vom Seearbeitsübereinkommen vorgegebene Mindestruhezeit von

- a) 10 Stunden in jedem Zeitraum von 24 Stunden und
- b) 77 Stunden in jedem Zeitraum von sieben Tagen.

Darüber hinaus kann in einem Tarifvertrag oder in einer Betriebs- oder Bordvereinbarung unter Beachtung des Abschnittes A-VIII/1 des STCW-Code vereinbart werden, dass

1. nur eine Mindestruhezeit von 70 Stunden in jedem Zeitraum von sieben Tagen gilt und
2. die Mindestruhezeit in drei Abschnitte aufgeteilt wird, wobei ein Ruheabschnitt eine Mindestdauer von sechs Stunden und die beiden anderen Ruheabschnitte jeweils eine Mindestdauer von einer Stunde haben muss.

Außerhalb der Fahrt mit kurzer Aufeinanderfolge mehrerer Häfen und wenn für Besatzungsmitglieder kein Tarifvertrag oder keine Betriebs- oder Bordvereinbarung mit Arbeitszeitregelungen gilt, muss neben der Mindestruhezeit zusätzlich auch die Höchstarbeitszeit von 14 Stunden in jedem Zeitraum von 24 Stunden und 72 Stunden in jedem Zeitraum von sieben Tagen eingehalten werden.

Besatzungsmitglieder, die während einer planmäßigen Ruhezeit Arbeit geleistet oder an einer Übung teilgenommen haben, müssen eine Ausgleichsruhezeit erhalten, die mindestens der Dauer der Ruhezeitunterbrechung entspricht.

Auf jedem Schiff ist eine Übersicht über die Arbeitsorganisation an Bord zu führen und an einem leicht zugänglichen Ort auszuhängen. Die Übersicht muss dem Muster in Anhang I der See-Arbeitszeitanachweisverordnung entsprechen.

Für jedes Besatzungsmitglied ist ein Arbeitszeitanachweis zu führen, aus dem die täglichen Arbeitszeiten und Ruhezeiten ersichtlich sind. Die Nachweise müssen dem Muster in Anhang II der See-Arbeitszeitanachweisverordnung entsprechen. Jedem Besatzungsmitglied ist am Ende eines jeden Kalendermonats eine Kopie des Arbeitszeitanachweises für diesen Monat auszuhändigen.

*The provisions concerning normal working hours, hours of rest and restrictions to the maximum hours of work and the minimum hours of rest comply with the requirements of the Maritime Labour Convention.*

*On ships calling at several ports in short sequence (less than 36 hours between the seaward positions for pilot transfer for restricted waters) the following minimum hours of rest according to the Maritime Labour Convention apply:*

- a) 10 hours in any 24-hour period and
- b) 77 hours in any 7-day period.

*In addition it may be agreed in a collective bargaining agreement or in a company or shipboard agreement in compliance with Part A-VIII/1 of the STCW-Code that*

1. only the minimum of 70 hours of rest in any 7-day period applies and
2. that the minimum hours of rest may be divided into three periods, one of which shall be at least six hours in length and the other two periods of rest shall be each at least one hour in length.

## Annex 4

*Beyond the period of frequent port calls and when no collective bargaining agreement or company or shipboard agreement concerning hours of work applies to crew members the maximum hours of work of 14 hours in any 24-hour period and 72 hours in any period of seven days have to be observed in addition to the minimum hours of rest.*

*Crew members who performed work or participated in a drill during a scheduled rest period shall be provided with an adequate compensatory period of rest which must cover at least the duration of the interruption of the rest period.*

*A table with the shipboard working arrangements shall be maintained and posted in an easily accessible place on every ship. The table shall comply with the model contained in Appendix I of the Ordinance on the working organization and working time records in maritime shipping.*

*A record of hours of work and hours of rest shall be kept for every crew member showing the daily hours of work and hours of rest. The records shall comply with the model contained in Appendix II of the Ordinance on the working organization and working time records in maritime shipping. Every crew member shall receive a copy of the record of hours of work and hours of rest for the respective month at the end of each calendar month.*

### **7. Besatzungsstärke des Schiffes (Regel 2.7)**

#### **Manning levels for the ship (Regulation 2.7)**

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 21, 22; Schiffsbesetzungsverordnung

**National requirements:** Maritime Labour Act: §§ 21, 22; Safe Manning Regulations

Der Reeder und der Kapitän haben für eine nach Anzahl, Qualifikation und Eignung ausreichende Schiffsbesatzung zu sorgen, um unter allen Betriebszuständen einen sicheren, effizienten und gefahrlosen Schiffsbetrieb zu gewährleisten. Dabei sind die Vorgaben aus dem Schiffsbesatzungszeugnis, welches auf allen Schiffen mitzuführen ist, sicherzustellen.

Durch den Kapitän ist eine Besatzungsliste zu führen, die jederzeit den vollständigen Stand der Zusammensetzung der Besatzung wiedergibt. Die Besatzungsliste muss dem von der BG Verkehr veröffentlichten Muster entsprechen.

*The shipowner and the master have to ensure that a sufficient number of qualified and suitable crew members are on board to guarantee that the ship is operated safely, efficiently and with due regard to security under all conditions. In this regard, the requirements of the Minimum Safe Manning Certificate, which shall be carried on every ship, have to be observed.*

*The master must keep a crew list which reflects the complete composition of the crew at any time. The crew list must comply with the model published by the BG Verkehr.*

### **8. Unterkünfte (Regel 3.1)**

#### **Accommodation (Regulation 3.1)**

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 93 bis 96; See-Unterkunftsverordnung

**National requirements:** Maritime Labour Act: §§ 93 to 96; Ordinance on Accommodation in Maritime Shipping

Die See-Unterkunftsverordnung regelt die Unterkünfte der Besatzungsmitglieder und beinhaltet Ausnahmeregelungen für bestimmte Schiffe. Auf Schiffen, deren Kiel vor dem Inkrafttreten des Seearbeitsgesetzes gelegt wurde, gelten die bisherigen baulichen Anforderungen an Unterkünfte (Verordnung über die Unterbringung der Besatzungsmitglieder an Bord von Kauffahrteischiffen vom 8. Februar 1973).

Der Kapitän oder ein von ihm damit beauftragter Schiffsoffizier hat die Unterkunftsräume und Freizeiteinrichtungen mindestens einmal monatlich zu besichtigen. Das Ergebnis jeder Besichtigung ist im Seetagebuch einzutragen.

*The Ordinance on Accommodation in Maritime Shipping contains the regulations for accommodation of crew members and includes exemptions for certain ships. The previous construction requirements for accommodation are applicable to ships with keel-laying date before the Maritime Labour Act came into force (Ordinance on Crew Accommodation on board Merchant Ships dated 08. February 1973).*

*The Master or a ship's officer nominated by him shall inspect the accommodation and recreational facilities at least monthly. The results of each inspection shall be recorded in the ship's log book.*

## Annex 4

### 9. Freizeiteinrichtungen an Bord (Regel 3.1)

#### On-board recreational facilities ( Regulation 3.1)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 93 bis 96; See-Unterkunftsverordnung

**National requirements:** Maritime Labour Act: §§ 93 to 96; Ordinance on Accommodation in Maritime Shipping

Die See-Unterkunftsverordnung enthält Anforderungen für Freizeiteinrichtungen an Bord. Auf Schiffen, deren Kiel vor dem Inkrafttreten des Seearbeitsgesetzes gelegt wurde, gelten die bisherigen baulichen Anforderungen an Freizeiteinrichtungen (Verordnung über die Unterbringung der Besatzungsmitglieder an Bord von Kauffahrteischiffen vom 8. Februar 1973).

*The Ordinance on Accommodation in Maritime Shipping contains requirements for recreational facilities on board. The previous construction requirements for recreational facilities are applicable to ships with keel-laying date before the Maritime Labour Act came into force (Ordinance on Crew Accommodation on board Merchant Ships dated 08. February 1973).*

### 10. Verpflegung einschließlich Bedienung (Regel 3.2)

#### Food and catering (Regulation 3.2)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: § 10, §§ 97, 98; Infektionsschutzgesetz; Schiffsbesetzungsverordnung; Trinkwasserverordnung

**National requirements:** Maritime Labour Act: § 10, §§ 97, 98; Infection Protection Act; Safe Manning Regulations; Drinking Water Ordinance

Besatzungsmitglieder, die als Schiffskoch beschäftigt werden, müssen für die Zubereitung von Speisen ausgebildet und qualifiziert sein und mindestens 18 Jahre alt sein und

1. im Besitz des Zeugnisses über die Abschlussprüfung im Ausbildungsberuf Koch/Köchin oder eines anderen einschlägigen Ausbildungsberufes nach innerstaatlichem Recht sein oder
2. eine Bescheinigung einer Industrie- und Handelskammer über die Teilnahme an einer Gaststättenunterrichtung nachweisen oder
3. einen Nachweis über die Befähigung zum Schiffskoch einer anderen Vertragspartei des Seearbeitsübereinkommens besitzen oder
4. einen gleichwertigen Nachweis eines anderen als in Nummer 3 genannten Staates besitzen.

Schiffe mit weniger als zehn Besatzungsmitgliedern müssen keinen qualifizierten Schiffskoch mitführen; das für die Zubereitung der Speisen verantwortliche Besatzungsmitglied muss eine Ausbildung oder Unterweisung in den Bereichen Nahrungsmittel- und persönliche Hygiene sowie Handhabung und Lagerung von Verpflegung an Bord haben.

In außergewöhnlichen Notfällen kann die BG Verkehr eine Ausnahmegenehmigung erteilen, nach der ein anderes Besatzungsmitglied während einer bestimmten begrenzten Zeit bis zum nächsten leicht erreichbaren Anlaufhafen oder längstens in einem Zeitraum von bis zu einem Monat die Aufgaben des Schiffskochs wahrnehmen darf. In diesen Fällen muss das für die Zubereitung der Speisen verantwortliche Besatzungsmitglied in den Bereichen Nahrungsmittel- und persönlicher Hygiene sowie Handhabung und Lagerung von Verpflegung an Bord ausgebildet oder unterwiesen werden.

Das Küchen- und Bedienungspersonal ist über die geltenden lebensmittelrechtlichen und trinkwasserrechtlichen Vorschriften zu unterweisen. Zusätzlich ist das Küchen- und Bedienungspersonal bei Dienstantritt an Bord und im Weiteren alle zwei Jahre über die in den §§ 42 und 43 des Infektionsschutzgesetzes genannten Tätigkeitsverbote und Mitteilungspflichten zu belehren. Die Belehrungen sind im Seetagebuch zu dokumentieren.

Durch den Kapitän oder eine von ihm beauftragte Person sind monatlich Überprüfungen der Verpflegungs- und Trinkwasservorräte, aller Räume und Ausrüstungsgegenstände, die der Lagerung von Verpflegung und Trinkwasser dienen, und der Küchen und der anderen Ausrüstungen für die Zubereitung und das Servieren von Speisen durchzuführen. Das Ergebnis der Überprüfung ist im Seetagebuch zu dokumentieren.

*Crew members who are engaged as a ship's cook have to be trained and qualified in preparing food and must be at minimum 18 years of age and must be in possession of:*

1. *a certificate of final examination in an apprenticeship as a cook or another relevant apprenticeship according to national law, or*
2. *a certificate of participation in an instruction in catering according to § 4 (1) no. 4 Gaststättengesetz, issued by a Chamber of Commerce and Industry, or*
3. *a certificate of proficiency as a ship's cook issued by a member state of the Maritime Labour Convention, or*
4. *an equivalent certificate of another state*

*Ships with a manning of less than ten crew members are not required to carry a qualified ship's cook; the crew member who processes food in the galley must be trained or instructed in areas including food and personal hygiene as well as handling and storage of food on board ship.*

## Annex 4

*In exceptional circumstances BG Verkehr may issue an exemption permitting another crew member to carry out the duties of the ship's cook for a specified limited period until the next convenient port of call or for a period not exceeding one month. In these cases the crew member who processes food in the galley must be trained or instructed in areas including food and personal hygiene as well as handling and storage of food on board the ship.*

*The catering personnel must be familiarized with the applicable regulations related to food and drinking water. In addition, the catering personnel is to be instructed when commencing duty on board and subsequently every two years about prohibitions of activity and reporting obligations in accordance with §§ 42, 43 of Infection Protection Act. The instructions have to be recorded in the ship's log book.*

*The master or another person designated by him must conduct monthly inspections of the supplies of food and drinking water, the provision rooms and equipment used for the storage of food and drinking water and the galleys and other equipment used for preparing and serving food. The results of the inspection shall be recorded in the ship's log book.*

### 11. Gesundheit und Sicherheit und Unfallverhütung (Regel 4.3)

#### Health and safety and accident prevention (Regulation 4.3)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 114 bis 118; Arbeitsschutzgesetz; Arbeitssicherheitsgesetz; Betriebssicherheitsverordnung; Lärm- und Vibrations-Arbeitsschutzverordnung; PSA-Benutzungsverordnung; Gefahrstoffverordnung; Lastenhandhabungsverordnung; Verordnung zur arbeitsmedizinischen Vorsorge; Siebtes Buch Sozialgesetzbuch; Unfallverhütungsvorschriften

**National requirements:** Maritime Labour Act: §§ 114 to 118; Labour Protection Act; Occupational Safety Act; Ordinance on Industrial Safety and Health; Noise and Vibration at Work Regulations; Ordinance on the Use of Personal Protective Equipment; Ordinance on Hazardous Substances; Load Handling Regulations; Regulation concerning Occupational Health Care; Volume VII of the Social Insurance Code; Accident Prevention Regulations

Der Reeder hat die erforderlichen Maßnahmen zur Verhütung von Arbeitsunfällen, Berufskrankheiten und arbeitsbedingten Gesundheitsgefahren sowie für eine wirksame Erste Hilfe zu treffen. Die Maßnahmen sind auf ihre Wirksamkeit zu überprüfen und erforderlichenfalls anzupassen.

Im Rahmen des Arbeitsschutzsystems hat der Reeder Gefährdungsbeurteilungen durchzuführen und zu dokumentieren.

Arbeitsunfälle von Besatzungsmitgliedern, die zum Tod oder zu einer Arbeitsunfähigkeit von mehr als drei Kalendertagen führen, sind zu dokumentieren und dem Unfallversicherungsträger zu melden.

§ 115 Abs. 1 des Seearbeitsgesetzes regelt die Zusammensetzung des Schiffssicherheitsausschusses, welcher auf Schiffen mit fünf oder mehr Besatzungsmitgliedern einzurichten ist. Sitzungen des Ausschusses sind vierteljährlich durchzuführen.

Auf Schiffen mit fünf oder mehr Besatzungsmitgliedern ist mindestens ein Sicherheitsbeauftragter zu bestellen, der den Reeder bei der Durchführung der Maßnahmen zur Verhütung von Arbeitsunfällen und Berufskrankheiten unterstützt.

*The shipowner has to take all necessary measures to prevent occupational accidents, occupational diseases and work related hazards as well as to provide an effective first aid. The measures shall be monitored for their effectivity and adjusted if needed.*

*The shipowner has to conduct and to document risk assessments within the occupational health protection system.*

*Accidents of crew members causing death or incapacity to work for more than three days have to be recorded and reported to the relevant accident insurance.*

*§ 115 (1) of the Maritime Labour Act regulates the composition of the ship's safety committee which shall be established on ships with five or more crew members. Meetings of the committee shall take place on a quarterly basis.*

*On ships with five or more crew members minimum one safety representative is to be appointed, who shall support the shipowner in implementing the measures to prevent occupational accidents and diseases.*

### 12. Medizinische Betreuung an Bord (Regel 4.1)

#### On-board medical care (Regulation 4.1)

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 99 bis 113; Schiffsbesatzungsverordnung; Maritime-Medizin-Verordnung; Bekanntmachung des Standes der medizinischen Erkenntnisse

**National requirements:** Maritime Labour Act: §§ 99 to 113; Safe Manning Regulations; Ordinance on Maritime Medicine; Publication of the state of medical knowledge

Das Besatzungsmitglied hat für die Dauer des Heuerverhältnisses im Falle einer Erkrankung oder Verletzung Anspruch auf unverzügliche und angemessene medizinische Betreuung auf Kosten des Reeders.

Jedes Schiff ist mit einer angemessenen medizinischen Ausstattung (Schiffsapotheke, ärztliche Berichtsformulare und Tagebücher, medizinische Ausrüstung und medizinische Anleitungen) auszurüsten. Entspricht die medizinische Ausstattung dem im Verkehrsblatt oder im Bundesanzeiger jeweils zuletzt bekanntgemachten Stand der medizinischen Anforderungen in der Seeschifffahrt (Stand der medizinischen Erkenntnisse), ist die medizinische Ausstattung als angemessen anzusehen.

Auf Schiffen mit einer Fahrtdauer von mehr als drei Tagen in der internationalen Fahrt und mit 100 oder mehr Personen an Bord muss ein Schiffsarzt vorhanden sein.

## Annex 4

Auf Schiffen ohne Schiffsarzt ist der Kapitän für die Durchführung der medizinischen Betreuung an Bord zuständig. Er kann die Durchführung dieser Aufgabe an einen anderen Schiffsoffizier übertragen. Der Kapitän und der mit der Durchführung der medizinischen Betreuung an Bord beauftragte Schiffsoffizier müssen mindestens alle fünf Jahre an einem zugelassenen medizinischen Wiederholungslehrgang teilnehmen.

Der Reeder hat sicherzustellen, dass die medizinische Ausstattung und die medizinischen Räumlichkeiten mindestens alle zwölf Monate betriebsintern überprüft werden. Die interne Kontrolle der Ausstattung mit Arzneimitteln und Medizinprodukten ist unter Mitwirkung einer Apotheke durchzuführen. Nachweise über die Überprüfung sind mindestens fünf Jahre an Bord aufzubewahren.

Die medizinische Betreuung eines erkrankten oder verletzten Besatzungsmitgliedes ist auf einem ärztlichen Berichtsformular zu dokumentieren und an Bord aufzubewahren. Das Berichtsformular und die darin enthaltenen Angaben sind vertraulich zu behandeln. Die Form muss dem veröffentlichten Muster entsprechen.

*In the event of illness or injury the crew member is for the period of the employment engagement entitled to receive prompt and adequate medical care at the expense of the shipowner.*

*Each ship has to be fitted with appropriate medical equipment (ship's pharmacy, medical report forms and diaries, other medical equipment and medical guidance). The medical equipment meets the requirements if it complies with the medical standard in shipping (state of medical knowledge) as published in the Verkehrsblatt or the Bundesanzeiger in their current versions.*

*Ships engaged in international voyages of more than three days duration and with 100 persons or more on board shall carry a medical ship's doctor.*

*The master is in charge for carrying out medical care on ships which do not carry a ship's doctor. He may delegate this duty to another ship's officer. The master and the ship's officer who is in charge of medical care on board are required to attend an approved medical refresher course every five years.*

*The shipowner has to ensure that the medical accommodations and the medical equipment are internally verified at least every twelve months. The internal verification of the supply with pharmaceuticals and medical products shall be carried out with the participation of a pharmacy. Documented evidence of the verifications shall be kept on board for minimum five years.*

*The medical treatment of a sick or injured crew member shall be recorded in a medical report from and kept on board. The medical report form and the information contained therein shall be kept confidential. The form must comply with the published model.*

### **13. Beschwerdeverfahren an Bord (Regel 5.1.5)**

#### **On-board complaint procedures (Regulation 5.1.5)**

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 127, 128

**National requirements:** Maritime Labour Act: §§ 127, 128

Der Reeder hat das Besatzungsmitglied zusätzlich zur Aushändigung des Heuervertrages schriftlich über die an Bord gültigen Beschwerderegeln (Beschwerdeverfahren) zu informieren.

Der Reeder hat die Informationen zum Beschwerdeverfahren stets auf dem aktuellen Stand zu halten. Hierzu kann er das Besatzungsmitglied auf einen allgemein zugänglichen Aushang an Bord verweisen.

*The shipowner has to inform the crew member in writing about the complaint procedure applicable on board the ship in addition to the delivery of the employment agreement.*

*The shipowner has to keep the complaint procedure up to date. For this purpose, he may refer the crew member to an easily accessible notice on board the ship.*

### **14. Zahlung der Heuern (Regel 2.2)**

#### **Payment of wages (Regulation 2.2)**

**Innerstaatliche Vorschriften:** Seearbeitsgesetz: §§ 37 bis 41, §§ 51, 84, 85

**National requirements:** Maritime Labour Act: §§ 37 to 41, §§ 51, 84, 85

Die Heuer ist mit dem Ablauf eines jeden Kalendermonats und bei Beendigung des Heuerverhältnisses fällig.

Die Heuer ist in Euro zu berechnen und auszuzahlen, es sei denn, dass im Heuervertrag die Auszahlung in einer anderen gesetzlichen Währung vereinbart wird. Wird die Heuer in einer anderen Währung erbracht als im Vertrag vereinbart, muss der Wechselkurs dem von der Europäischen Zentralbank zum Zeitpunkt der Zahlung veröffentlichten Kurs entsprechen.

Das Besatzungsmitglied kann vom Reeder verlangen, dass die Heuer oder ein Teil hiervon unbar an das Besatzungsmitglied oder an einen vom Besatzungsmitglied benannten Empfänger geleistet wird. Der Reeder darf von dem Besatzungsmitglied keine Erstattung der Kosten für die unbare Auszahlung verlangen.

Der Reeder hat dem Besatzungsmitglied mit dem Ablauf eines Kalendermonats und bei Beendigung des Heuerverhältnisses eine Abrechnung in Textform zu erteilen und ihm unverzüglich auszuhändigen. Die Abrechnung muss den jeweiligen Abrechnungszeitraum und vollständige Angaben über die Zusammensetzung der Heuer enthalten. Beanstandet das Besatzungsmitglied die Abrechnung, ist der Grund der Beanstandung vom Reeder auf der Abrechnung zu vermerken.

## Annex 4

*The wages are due at the end of each calendar month and at the end of the employment engagement.*

*The wages shall be calculated and paid in EURO unless the payment in a different legal currency has been agreed in the employment agreement. If the wages are paid in a different currency than that stated in the employment agreement, the rate of currency exchange shall comply with the rate as published by the European Central Bank at the time of payment.*

*The crew member may request the shipowner to remit all or part of his wages cashless directly to the crew member or to a person nominated by the crew member. The shipowner cannot demand from the crew member any reimbursement of the costs resulting from the cashless transfer.*

*At the end of each calendar month and at the end of the employment engagement the shipowner has to draw up a monthly account in text form that is to be handed out to the crew member without delay. The account must contain the respective accounting period and the full details regarding the composition of the wages. If the crew member rejects the account, the reason for the objection shall be noted on the account by the shipowner.*

**Name:**

Name:

\_\_\_\_\_

**Titel:**

Title:

Head of Department ISM/ILO  
\_\_\_\_\_

**(Siegel)**

(Seal)

**Unterschrift:**

Signature:

\_\_\_\_\_  
(Berufsgenossenschaft für Transport  
und Verkehrswirtschaft)

**Ort:**

Place:

\_\_\_\_\_

**Datum:**

Date:

\_\_\_\_\_

# Annex 4

## Im Wesentlichen gleichwertige Regelungen *Substantial equivalencies*

**Es ist keine gleichwertige Regelung anwendbar.**  
*No equivalency has been granted.*

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

**Titel:** Head of Department ISM/ILO  
*Title:*

(Siegel)  
(Seal)

**Unterschrift:** \_\_\_\_\_  
*Signature:* (Berufsgenossenschaft für Transport  
und Verkehrswirtschaft)

**Ort:** \_\_\_\_\_  
*Place:*

**Datum:** \_\_\_\_\_  
*Date:*

## Ausnahmen *Exemptions*

**Es ist keine Ausnahme gewährt worden.**  
*No exemption has been granted.*

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

**Titel:** Head of Department ISM/ILO  
*Title:*

(Siegel)  
(Seal)

**Unterschrift:** \_\_\_\_\_  
*Signature:* (Berufsgenossenschaft für Transport  
und Verkehrswirtschaft)

**Ort:** \_\_\_\_\_  
*Place:*

**Datum:** \_\_\_\_\_  
*Date:*



# Annex 5



## INSPECTION REPORT -Maritime Labour Act- (Maritime Labour Convention - MLC 2006)

Dienststelle Schiffssicherheit  
BG Verkehr

A copy of this report shall be posted on the ship's notice board for the information of the crew members.

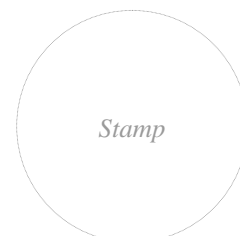
### I. DETAILS

Name of ship:		Type of ship:	
Call sign:	GT:	IMO:	Port of registry:
Name of Shipowner:			
Name of inspector:		Place and date of inspection:	
Type of inspection:			
Interim <input type="checkbox"/>	Initial <input type="checkbox"/>	Intermediate <input type="checkbox"/>	Renewal <input type="checkbox"/>
Additional <input type="checkbox"/>		Non-certified ships <input type="checkbox"/>	

### II. SUMMARY OF THE INSPECTION OF THE WORKING AND LIVING CONDITIONS:

Working and living conditions		Deficiency (Yes/No)	Working and living conditions		Deficiency (Yes/No)
1	Minimum age		9	Repatriation	
2	Medical certification		10	Manning levels for the ship and crew list	
3	Qualifications of seafarers		11	Accommodation and on-board recreational facilities	
4	Recruitment and placement		12	Food and catering	
5	Seafarers' employment agreements		13	Medical care	
6	Payment of wages		14	Safety and health protection at work	
7	Hours of work and hours of rest		15	Social Security	
8	Entitlement to leave		16	Order on board and complaint procedures	

The issuance of the Maritime Labour Certificate is recommended: <b>-please select-</b>
The Maritime Labour Certificate has been endorsed: <b>-please select-</b>
The following number of deficiencies was found:    Deficiency:                      Serious deficiency:
Summary of deficiencies attached (Section III): <b>-please select-</b>
Additional verification required: <b>-please select-</b>



Place, Date

Signature Inspector (    )

Signature Master (    )





# Annex 6



## Seediensttauglichkeitszeugnis German Medical Certificate

Dieses Zeugnis entspricht den Anforderungen nach dem Internationalen Übereinkommen über Normen für die Ausbildung, die Erteilung von Befähigungszeugnissen und den Wachdienst von Seeleuten von 1978 in der jeweils geltenden Fassung (STCW-Übereinkommen) und dem Seearbeitsübereinkommen 2006 (MLC)

*This certificate complies with the requirements according to the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978 (STCW), as amended, and according to the Maritime Labour Convention, 2006 (MLC)*

Identifizierungsnummer <i>Identification Number</i>		
Name <i>Surname</i>		
Vorname(n) <i>Forename(s)</i>		
Geburtsdatum <i>Date of birth</i>	Geschlecht <i>Gender</i>	Staatsangehörigkeit: <i>Nationality:</i>
<input type="checkbox"/> männlich <i>male</i>	<input type="checkbox"/> weiblich <i>female</i>	
Dienstzweig(e): <i>Occupation(s):</i>		
Das Besatzungsmitglied hat sich am Untersuchungstag ausgewiesen <i>Identification documents were checked at the point of examination</i>		
<input type="checkbox"/> Ja <i>Yes</i>		
<input type="checkbox"/> Nein <i>No</i>		
Ich bestätige, dass folgende Tauglichkeitskriterien untersucht wurden und den Anforderungen nach den geltenden Vorschriften entsprechen. <i>I confirm that the following fitness criteria have been assessed and meet the standards.</i>		
Hörvermögen <i>Hearing</i>	<input type="checkbox"/> Ja <i>Yes</i>	<input type="checkbox"/> Nein <i>No</i>
Hörvermögen ohne Hörgerät ausreichend <i>Unaided hearing satisfactory</i>	<input type="checkbox"/> Ja <i>Yes</i>	<input type="checkbox"/> Nein <i>No</i>
Sehvermögen <i>Visual Acuity</i>	<input type="checkbox"/> Ja <i>Yes</i>	<input type="checkbox"/> Nein <i>No</i>
Tauglich als Ausguck <i>Fit for look-out duties</i>	<input type="checkbox"/> Ja <i>Yes</i>	<input type="checkbox"/> Nein <i>No</i>
Sehhilfe(n) (Brille, Kontaktlinsen) <i>Visual Aid(s) (Spectacles, Contact Lenses)</i>	<input type="checkbox"/> Ja <i>Yes</i>	<input type="checkbox"/> Nein <i>No</i>
Muss im Dienst Sehhilfe tragen und Ersatz mit sich führen <i>Has to wear Visual Aid on duty and to keep a spare pair available</i>		
Farbsehvermögen <i>Colour vision</i>	<input type="checkbox"/> Ja <i>Yes</i>	<input type="checkbox"/> Nein <i>No</i>
Nicht erforderlich <i>Not required</i>	Datum der letzten Untersuchung <i>Date of the last colour vision test</i>	
Einschränkungen <i>Restrictions</i>	<input type="checkbox"/> Ja <i>Yes</i>	<input type="checkbox"/> Nein <i>No</i>
Genauere Angaben der Einschränkungen: <i>Specified:</i>		

Das Besatzungsmitglied ist frei von Gesundheitsstörungen, von denen anzunehmen ist, dass sie sich durch den Dienst auf See verschlimmern, es seedienstuntauglich machen oder die Gesundheit und Sicherheit anderer Personen an Bord gefährden können.

*The seafarer is free from any medical condition likely to be aggravated by service at sea or to render him unfit for such service or to endanger the health of other persons on board.*

Datum der Untersuchung <i>Date of examination</i>
--

Mit dieser Unterschrift bestätigt das Besatzungsmitglied, dass es über den Inhalt des Zeugnisses sowie sein Recht auf eine Überprüfung nach Absatz 6 Abschnitt A-1/9 des STCW-Codes belehrt worden ist.

*The seafarer confirms that he has been informed of the content of the certificate and of the right to a review in accordance with paragraph 6 of section A-1/9 of STCW-Code.*



Gültig bis <i>Date of expiry</i>
-------------------------------------

Stempel des zugelassenen Arztes oder des Arztes des seeärztlichen Dienstes  
*Stamp of authorized physician or physician of the German Maritime Medical Service*

--

Unterschrift des Seefahrers  
*Seafarer's signature*

Unterschrift des zugelassenen Arztes oder des Arztes des seeärztlichen Dienstes  
*Signature of authorized physician or physician of the German Maritime Medical Service*





# Annex 7



## Statement of Compliance

in accordance with § 24 paragraph 3 Seearbeitsgesetz  
(Private seafarer recruitment and placement services operating in  
countries which have not ratified MLC)

Dienststelle  
Schiffssicherheit  
BG Verkehr

	Private recruitment and placement service (PRPS)	Shipowner
Name and address		

Hereby the a.m. PRPS confirms that it operates in conformity with Norm A1.4 paragraph 5 of the Maritime Labour Convention, 2006.

It is ensured that:

- No means, mechanisms or lists intended to prevent or deter seafarers from gaining employment for which they are qualified will be used;
- No fees or other charges for seafarer recruitment or placement or for providing employment to seafarers are borne directly or indirectly, in whole or in part, by the seafarer<sup>1</sup>;
- An up-to-date register of all seafarers recruited or placed by the PRS will be maintained and kept available for inspection;
- Seafarers' employment agreements are in accordance with applicable laws and regulations and any collective bargaining agreement that forms part of the employment agreement;
- Seafarers are informed about their rights and duties under their employment agreements prior to or in the process of engagement and proper arrangements are made for seafarers to examine their employment agreements before and after they are signed and they will receive a copy of the agreements;
- Seafarers recruited or placed by the PRPS are qualified and hold the documents necessary for the job concerned;
- As far as practicable, the shipowner has means to protect seafarers from being stranded in a foreign port;
- Complaints concerning their activities will be examined and responded and advise the shipowner and the competent authority of any unresolved complaint;
- A system of protection is established, by way of insurance or an equivalent appropriate measure, to compensate seafarers for monetary loss that they may incur as a result of the failure of a PRPS or the relevant shipowner under the seafarers' employment agreement.

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Name and signature of person in charge of the PRPS

<sup>1</sup> Except the costs for obtaining a national statutory medical certificate, the national seafarer's book and a passport or other similar personal travel documents, not including, however, the cost of visas, which shall be borne by the shipowner

## Annex 7

**Model for a crew member's employment agreement for ships flying the German flag**

**Crew Member's Employment Agreement**

Between

1. **Name: ABC Reeder**  
Address: Schiffsstraße 1, 20000 Hamburg  
  
(hereinafter referred to as "the Shipowner")

and

2. **Mr/Ms: Max Mustermann**  
Date of birth:  
Place of birth:  
Address:  
  
(hereinafter referred to as "the Crew Member")

The following Crew Member's Employment Agreement is hereby entered into:

3. **The description of the duties the crew member has to perform, if applicable, any limitations of duties to particular ships or trade areas**

The Crew Member shall be employed as *[insert rank]* on ships flying the German flag *[Option: as well as under "Ausstrahlung" under foreign flag]*

4. **The date of the commencement of the crew member's employment engagement, the place and date of the commencement of duties on board under specification of the ship**

The crew member's employment engagement shall commence on *[insert date]*, at the earliest, however, on the day of departure from the place of residence.

The (first) assignment is planned on the M/V *[insert name of ship]* on *[insert date]* in *[insert name of port]*. In consideration of reasonable discretion, the shipowner reserves his/her right to employ the crew member also on other ships of the ship owner.

The shipowner will inform the crew member in writing about changes of the date and place of commencing duties on board in due time.

5. **In case of a fixed-term crew member's employment agreement, the intended period of the crew member's employment engagement**

The crew member's employment engagement shall end on *[insert date]* without requiring a notice of termination.

If the fixed-term agreement ends while the crew member is on board the ship at sea, the crew member's employment engagement shall continue beyond the expiry of the fixed-term agreement until arrival of the ship in a port where the repatriation of the crew member and his replacement by a substitute reliever is possible in a safe manner and with generally accessible means of transport.

Option:

The crew member's employment engagement may be terminated within the first three months by giving one week's notice. Furthermore, the notice periods of § 66 of the Seearbeitsgesetz (Maritime Labour Act) are applicable.

The crew member's employment engagement may be terminated

1. mutually for compelling reason according to §§ 67, 68 of the Maritime Labour Act; and
2. by the crew member due to urgent family matters according to § 69 of the Maritime Labour Act

without observing a notice period.

The notice of termination shall be in written form.

### **6. The composition and the amount of the wages including the surcharges, bonuses, awards and special payments or the formula used for calculating the wages, as well as the due date of the wages**

The payment and the due date of wages shall comply with the statutory provisions of §§ 37 to 41 of the Maritime Labour Act.

[The amount and composition of the wages shall be indicated if no reference is made to a collective bargaining agreement]

### **7. The agreed hours of work and hours of rest**

The statutory provisions of §§ 42 to 55 of the Maritime Labour Act shall apply to hours of work and hours of rest.

### **8. The duration of paid annual leave**

The crew member shall be entitled to paid annual leave under the statutory provisions of §§ 56 to 64 of the Maritime Labour Act.

### **9. In case of an unlimited crew member's employment agreement or if the termination of a fixed-term crew member's employment engagement is agreed: the conditions, notice periods and dates for termination**

*Possible addendum for existing agreements:*

With this crew member's employment agreement, the existing crew member's employment engagement which has existed since [insert date] shall continue with the same rights and obligations. The renewal of the crew member's employment agreement was necessary, as the existing crew member's employment agreement of [insert date] did not meet the minimum requirements of the Maritime Labour Convention. The Contracting Parties agree that no new crew member's employment engagement was established due to the adoption of this new agreement, but the existing crew member's employment engagement shall continue unchanged.

The seafarer's employment agreement is concluded for an indefinite period.



The crew member's employment engagement may be terminated within the first three months by giving one week's notice. Furthermore, the notice periods of § 66 of the Maritime Labour Act are applicable.

The crew member's employment engagement may be terminated

3. mutually for compelling reason according to §§ 67, 68 of the Maritime Labour Act; and
4. by the crew member due to urgent family matters according to § 69 of the Maritime Labour Act

without observing a notice period.

The notice of termination shall be in written form.

**10. The crew member's entitlement to repatriation**

The crew member shall be entitled to free repatriation under the statutory provisions of §§ 73 to 78 of the Maritime Labour Act.

**11. Reference to collective bargaining agreements, company- or shipboard agreements, which are applicable to the crew member's employment engagement,**

*Option:*

The collective provisions of the collective agreement and wage agreement for the German maritime shipping (MTV-See and HTV-See), as amended, shall be applicable to the crew member's employment engagement.

**12. The health and social security protection benefits to be provided to the crew member by the shipowner or another employer**

The benefits of medical care and continued payment in case of sickness depend on the statutory provisions of §§ 99 to 113 of the Maritime Labour Act.

The social security benefits shall comply with the Social Security Code (SGB).

**13. The place and date of conclusion of the crew member's employment agreement**

*(Place), (Date)*

**14. Signature of the shipowner or of his representative**

**15. Signature of the crew member**

*[see remarks on the next page]*

## Annex 8

### Comments on the model of the crew member's employment agreement:

1. This model provides a non-binding proposal for a crew member's employment agreement on ships flying the German flag. The model takes into account the requirements of the international Maritime Labour Convention and the German Maritime Labour Act.
2. The agreement is structured in such a way that it enables flag state and port state inspectors, in particular, to easily verify compliance with the requirements.
3. The model includes only the core requirements of the Maritime Labour Convention and the Maritime Labour Act. The agreement may be supplemented by other elements of content.
4. To investigate deeper into the topic, we recommend our "Guidelines on the implementation of the Maritime Labour Convention on board of German flagged ships".
5. For the permissible case that the crew member's employment agreement is not concluded directly with the shipowner, but with **another employer**, we recommend the following representation of the parties involved:

### **Crew Member's employment agreement**

#### **1. Contracting parties of the crew member's employment agreement**

ABC Crewing GmbH  
Seestraße 1, 2000 Hamburg  
(hereinafter referred to as "the Employer")

and

Mr/Ms: Max Mustermann  
Date of birth:  
Place of birth:  
Address:  
(hereinafter referred to as "the Crew Member")

#### **2. Shipowner**

ABC Reeder  
Schiffsstraße 1, 20000 Hamburg  
(hereinafter referred to as "the Shipowner")

The following crew member's employment agreement is concluded between the contracting parties:

*[continue with the shipowner as in the model employment agreement]*

## Annex 9

### Record of Employment

(in accordance with § 33 of the Maritime Labour Act for the service rendered on board of ships flying the German flag)

#### Dienstbescheinigung

(gemäß § 33 des Seearbeitsgesetzes für den geleisteten Dienst auf Schiffen unter deutscher Flagge)

I. Crew member / Besatzungsmitglied					
First name: Vorname:		Family name: Familiennamen:		Date of Birth: Geburtsdatum:	
Place of birth: Geburtsort:		Address: Anschrift:			

II. Shipowner / Reeder			
Name: Name:		Address: Anschrift:	

III. Another employer*) / anderer Arbeitgeber*)			
Name: Name:		Address: Anschrift:	

IV. Ship / Schiff					
Name: Name:		Ship type: Schiffstyp:		IMO: IMO:	
GT: BRZ:		Engine power (kW): Maschinenleistung (kW):		Range of trade: Fahrtgebiet:	

V. Service on board / Dienst an Bord			
Date of beginning service: Datum des Dienstbeginns:		Date of end of service: Datum des Dienstendes:	
Rank: Dienststrang:		Duration of service: Dienstdauer:	

Place and Date / Ort und Datum	Signature Shipowner or Master / Unterschrift Reeder oder Kapitän

\*) To be completed only if the shipowner is not the employer of the crew member / Nur auszufüllen, wenn der Reeder nicht der Arbeitgeber des Besatzungsmitglieds ist



# Annex 10

## STANDARDMUSTER FÜR DIE ÜBERSICHT ÜBER DIE ARBEITSZEITEN UND RUHEZEITEN VON BESATZUNGSMITGLIEDERN <sup>(1)</sup>

Name des Schiffs: \_\_\_\_\_ IMO-Nummer (falls vorhanden) \_\_\_\_\_ Flagge des Schiffs: \_\_\_\_\_

Besatzungsmitglied (vollständiger Name): \_\_\_\_\_ Dienstliche Stellung/Rang: \_\_\_\_\_

Monat und Jahr: \_\_\_\_\_ Wachmann <sup>(2)</sup> ja  nein

Bitte kennzeichnen Sie die Arbeitszeiten ggf. mit einem „X“ oder verwenden Sie eine durchgehende Pfeillinie.

Stunden	Ruhezeiten während eines Zeitraums von 24 Std.																								Bemerkungen	Nicht vom Besatzungsmitglied auszufüllen <sup>(3)</sup> Jeweilige Ruhezeiten innerhalb eines beliebigen Zeitraums von 7 Tagen / 24 Std.									
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24											
01																																			
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31																																			
Stunden	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24											

<sup>(1)</sup> Die in dieser Mustertabelle enthaltenen Angaben sind in der Arbeitssprache des Schiffs sowie auf Schiffen in der Auslandsfahrt zusätzlich in Englisch zu machen.  
<sup>(2)</sup> mit v bestätigen  
<sup>(3)</sup> Um die Einhaltung der einschlägigen Anforderungen an die Arbeits- und Ruhezeiten der Besatzungsmitglieder sicherzustellen, können sich zusätzliche Berechnungen und Überprüfungen als erforderlich erweisen.

# Annex 10

Für dieses Schiff gelten die nachstehenden Rechts- und Verwaltungsvorschriften über die Begrenzung der Arbeitszeiten oder Mindestruhezeiten: §§ 42 bis 55 Seearbeitsgesetz \_\_\_\_\_

Für dieses Schiff gelten die nachstehenden Tarifverträge über die Begrenzung der Arbeitszeiten oder Mindestruhezeiten: \_\_\_\_\_

Ich bestätige, dass die Übersicht die Arbeits- bzw. Ruhezeiten des betroffenen Besatzungsmitglieds korrekt wiedergibt.

Name des Kapitäns oder der vom Kapitän zur Unterzeichnung dieser Übersicht beauftragten Person: \_\_\_\_\_

Unterschrift des Kapitäns oder der hierzu beauftragten Person: \_\_\_\_\_

Unterschrift des Besatzungsmitglieds: \_\_\_\_\_

Dieses Formular ist gemäß den vom der

**Berufsgenossenschaft für Transport- und Verkehrswirtschaft**

aufgestellten Verfahren zu prüfen



# Annex 11

## Model format for a table of shipboard working arrangements <sup>1</sup>

() of () pages

Latest update of table:

IMO no.

Flag:

The maximum hours of work or minimum hours of rest are applicable in accordance with: Maritime Labour Act (Seearbeitsgesetz) issued in conformity with ILO's Maritime Labour Convention, 2006 and with the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended (STCW Convention).

Maximum hours of work or minimum hours of rest:

1. According to § 48 (1) of the Maritime Labour Act the following hours of work and hours of rest are to be observed:
  - a) Maximum hours of work: 14 hours in any 24-hour period and 72 hours in any seven-day period
  - b) Minimum hours of rest: 10 hours in any 24-hour period and 77 hours in any seven-day period
2. On a ship calling at several ports in short sequence may be deviated from the maximum hours of work during the days of high port frequency. The requirements for the minimum hours of rest must be observed. (§ 48 (2) Maritime Labour Act).
3. Minimum hours of rest shall be divided into no more than two periods, one of which shall be at least six hours in length, the other at least one hour in length. The interval between consecutive periods of rest shall not exceed 14 hours. (§ 45 (3) Maritime Labour Act)
4. Under a collective agreement may be deviated from the maximum hours of work and minimum hours of rest to the extend permitted by Section A-VIII/1 of the STCW Code. (§ 49 (1) no. 2 and 3 Maritime Labour Act)

Other requirements:

Position/Rank <sup>2</sup>	Scheduled daily work hours at sea		Scheduled daily work hours in port		Comments	Total daily work/rest <sup>3</sup> hours	
	Watchkeeping (from ... to ...)	Non-watchkeeping duties (from ... to ...) <sup>4</sup>	Watchkeeping (from ... to ...)	Non-watchkeeping duties (from ... to ...) <sup>4</sup>		At sea	In port

Signature of master: \_\_\_\_\_

<sup>1)</sup> The terms used in this model table are to appear in the working languages of the ship and additionally in English on ships engaged in international voyages.  
<sup>2)</sup> For those positions/ranks that are also listed in the ship's safe Manning document, the terminology used should be the same as in that document.  
<sup>3)</sup> Delete as applicable.  
<sup>4)</sup> For watchkeeping personnel, the comments section may be used to indicate the anticipated number of hours to be devoted to unscheduled work and any such hours should be included in the appropriate total daily work hours column.







## Annex 12

Ärztliche Untersuchung/Medical Treatment/Reconocimiento médico/Examen médico

Name und Anschrift der:  
Name and address of:  
Nombre y dirección de la:  
Nom et adresse de:

Reederei Owners Cia. naviera la Cie de navigation

Agentur Agents Agencia l'agent

Schiffsname/Name of ship/Nombré del buque/Nom du navire Ankunftsdatum/Date of arrival/Fecha de llegada/Date d'arrivée

Ort und Datum/Place and date/  
Lugar y fecha/Lieu et date Name und Unterschrift des Kapitäns/Master's name and signature/  
Nombre y firma del capitán/Nom et signature du capitaine

Um ärztliche Untersuchung und/oder Behandlung wird für nachfolgend genannten Patienten gebeten:

Medical examination and/or treatment is requested:

Se ruega reconocimiento y/o tratamiento médico de la persona señalada a continuación:

Demande d'examen et/ou de soins médicaux pour la personne ci-dessous nommée:

Rang/Rank/Grado/Grade Name des Kranken/Name of patient Geburtsdatum/Date of birth/  
Nombre del paciente/Nom du malade Fecha de nacimiento/Date de naissance

**Hinweise für den Zahnarzt/Augenarzt:** Nur einfache Behandlungen gehen zu Lasten der Reederei. Kosten für Zahnersatz, Gold- oder Platinkronen/besondere Brillengestelle, Gläser usw. müssen dem Besatzungsmitglied direkt berechnet werden, es sei denn, es handelt sich um notwendigen Ersatz verursacht durch Unfall.

**Special note for dentist/optician:** Only simple treatment is chargeable to the shipowner. Costs for dentures, gold or platinum crowns/special spectacle frames or lenses are to be paid by the crew-member himself, except replacement was caused by an accident.

**Advertencias para el médico dentista/oculista:** Sólo los tratamientos sencillos serán a cargo de la Cia. naviera. Los gastos para dentadura, puentes de oro o platino/monturas o cristales especiales para gafas, etc. deberán ser cargados a el tripulante personalmente.

**A l'attention du dentiste/de l'oculiste:** Seuls les soins dentaires/ophtalmologiques simples sont pris en charge par la Compagnie de navigation. Fausses dents, couronnes d'or ou de platine/montures de lunettes ou verres speciaux et autres coûts du genre sont a facturer directement à l'intéressé.

Arbeitsunfall: nein  ja   
Accident at work: no  yes   
Accidente de trabajo: no  sí   
S'agit-il d'un accident du travail: non  oui

Tag	Monat	Jahr	Uhrzeit
Day	Month	Year	Time
Día	Mes	Año	Hora
Jour	Mois	Année	Heure

Erkrankung / Zähne? nein  ja   
Illness / dental? no  yes   
Enfermedad / de los dientes? no  sí   
S'agit-il d'une maladie / des dents? non  oui

Seit wann erkrankt: (Datum)   
Ill since when: (date)  
Desde cuando: (fecha)  
Depuis quand: (date)

Verletzung: nein  ja   
Injury: no  yes   
Herida: no  sí   
S'agit-il d'une blessure: non  oui

Seit wann verletzt: (Datum)   
Injured since when: (date)  
Desde cuando: (fecha)  
Depuis quand: (date)

Ärztliche Nachbehandlung: nein  ja   
Treatment by doctor: no  yes   
Tratamiento médico posterior: no  sí   
Y eut-il soins médicaux consécutifs: non  oui

Wann erstmalig ärztlich behandelt: im Hafen  
When first medically treated: in port  
Primer tratamiento médico: en el puerto  
Quand pour la première fois: au port  
Datum/date/fecha/date: \_\_\_\_\_

Patient schon früher am gleichen Symptom erkrankt?  
Was patient previously ill with same symptom?  
El paciente, ¿ha estado enfermo anteriormente con los mismos síntomas?  
Le malade a-t-il antérieurement déjà souffert de la même affection?

nein  ja   
no  yes   
no  sí   
non  oui

Beschreibung der Krankheit/Beschwerden/Verletzung:  
Description of illness/complaint/injury:  
Descripción de la enfermedad/molestia/herida:  
Description de la maladie/des malaises/dé la blessure:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

An Bord ausfüllen  
Fill out aboard  
A rellenar a bordo  
A remplir à bord

1x Bord  
1x ship  
1x queda a bordo  
1x à bord

1x Agentur  
1x agent  
1x cia agente  
1x l'agent

2x Arzt  
2x doctor  
2x médico  
2x au médecin

Verteiler:  
Copies:  
Distribución:  
Destinés:



# Annex 13

**Nur vom Arzt auszufüllen / To be filled out by doctor only / A rellenar sólo por el médico / Emplacement réservé au médecin**

Es wird um Beantwortung folgender Fragen gebeten:  
Se ruego contestación a las siguientes preguntas:

Please answer the following questions:  
Prière de répondre aux questions suivantes:

Ansteckende Krankheit: Infectious disease: Enfermedad contagiosa: L'affection est-elle contagieuse:	nein no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	was ist zu tun: what is to be done: medidas a adoptar: mesure à prendre:
--	-------------------------	--	------------------------	--	---

Patient arbeitsunfähig: Patient unfit for duty: Paciente incapacitado para el trabajo: Y a-t-il incapacité de travail:	nein no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Tage arbeitsunfähig Unfit for days Incapacitado para el trabajo durante días Durée de l'incapacité de travail jours
---	-------------------------	--	------------------------	--	--

Patient partly unfit:* Paciente parcialmente capacitado para el trabajo:* Y a-t-il capacité partielle de travail:*	no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Betruhe erforderlich: Confinement to bed necessary: Reposo en cama: Le malade doit-il garder le lit:	nein no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Tage days días jours
--	-----------------	--	------------------	--	---	-------------------	--	------------------------	--	-------------------------------

Weitere Behandlung erforderlich: Further treatment necessary: Precisa tratamiento ulterior: Des soins complémentaires seront à dispenser:	nein no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	an Bord/aboard/a bordo/à bord ambulant/out-patient/ambulatorio/titre ambuloire durch Arzt/by doctor/por el médico/par un médecin Hospital/hospital/el hospital/l'hôpital
--	-------------------------	--	------------------------	--	---

Repatriierung erforderlich: Repatriation necessary: Enviar a su patria necesario: Rapatriement nécessaire:	nein no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
---	-------------------------	--	------------------------	--	--

Ist der Patient transportfähig: Can the patient be moved: El paciente puede ser transportado: Le malade est transportable:	nein no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Eisenbahn/railway/tren/train Flugzeug/airplane/avión/avion oder/or/o por/ou par:
---	-------------------------	--	------------------------	--	--

Diagnose des Arztes: Doctor's diagnosis: Diagnóstico del médico: Diagnostic du médecin:					
--	--	--	--	--	--

Laboruntersuchungen und/oder Röntgenaufnahmen sowie Befund: Laboratory tests and/or X-ray pictures and findings: Análisis de laboratorio realizados y/o radiografías tomadas así como resultado del reconocimiento: Analyses et examens de laboratoire et/ou radiographies pratiqués et résultats:					
---	--	--	--	--	--

Aufnahme im Krankenhaus: Admission to hospital: Ingreso en hospital: Y eut-il hospitalisation:	nein no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Name und Anschrift: Name and address: Nombre y dirección: Identification de l'établissement de soins:	Aufnahme datum: Date of admission: Fecha del ingreso en hospital: Date d'admission:
---	-------------------------	--	------------------------	--	--	--

Tage im Krankenhaus: Days in hospital: Días de hospitalización: Durée de l'hospitalisation:	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>	Datum der Entlassung: Date of discharge: Fecha de alta: Date de sortie de l'hôpital:	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>
--	--	---	--

Operation erforderlich: Operation necessary: Operación necesaria: Y eut-il intervention chirurgicale:	nein no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	welcher Art: what kind: de qué clase: nature de l'acte:
--	-------------------------	--	------------------------	--	--

Ärztliche Nachbehandlung/Kontrolle erforderlich: Subsequent medical treatment/checks required: Tratamiento médico posterior/control necesario: Un traitement/contrôle médical s'impose-t-il:	nein no no non	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	ja yes sí oui	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	wann when quando quand
---	-------------------------	--	------------------------	--	---------------------------------

Welche Behandlung wird an Bord empfohlen: What treatment is advised on board ship: A bordo se recomienda el siguiente tratamiento: Traitement prescrit à suivre à bord:					
--	--	--	--	--	--

Welche Medikamente: Which medicines: Qué medicación: Quels médicaments:					
--	--	--	--	--	--

Bemerkungen / Remarks / Observaciones / Observations:					
---	--	--	--	--	--

Patient ist beim Arzt erschienen am: Patient called on doctor on: El paciente se presentó al médico el día: Le patient s'est présenté au cabinet du médecin le	um at a las à	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>	Uhr, entlassen am: hours, left on: horas, y se marchó el día heures, il est sorti le	um at a las à	<input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/> <input style="width: 100%;" type="text"/>
---	------------------------	--	---	------------------------	--

Ort und Datum Place and date/Lugar y fecha/Lieu et date	Unterschrift und Stempel des Arztes Signature and stamp of the doctor/Firma y sello del médico/Signature et cachet du médecin
--	--

\*) Not permitted for seafarer under German law.

Fragen ankreuzen X und/oder ausführlich beantworten  
Please answer with a cross X and/or in detail  
Marcar las preguntas con un aspa X donde corresponda y/o  
Marquer d'une croix la case correspondante X et/ou répondre en

contestarlas con detalle  
toutes lettres

## **On-Board Complaint-Procedure** (in accordance with the Maritime Labour Act)

**Any change to the complaint procedure will be published on the ship's notice board!**

### **I. Contact information**

<b>Name of ship:</b>	<b>IMO number:</b>
----------------------	--------------------

<b><u>Contact information of the shipowner</u></b>  <b>Name:</b> <b>Address:</b> <b>Contact person:</b> <b>Telephone:</b> <b>Email:</b>
---

<b><u>Name of designated person/persons on board to provide crew members on a confidential basis with impartial advice on their complaint and to assist them in the course of the complaint procedure</u></b>  <b>Name(s):</b> <b>Rank:</b>
--

<b><u>Contact information of the competent flag state authority</u></b> Dienststelle Schiffssicherheit der BG Verkehr Referat ISM / ILO Brandstwiete 1, 20457 Hamburg, Germany Telephone during office hours: + 49 40 36 137-213 Telephone after office hours: + 49 40 36 137-100 Telefax: + 49 40 36 137-295 -204 Email: <a href="mailto:mlc-complaint@bg-verkehr.de">mlc-complaint@bg-verkehr.de</a> Homepage: <a href="http://www.dienststelle-schiffssicherheit.de">www.dienststelle-schiffssicherheit.de</a>
---

<b><u>Contact information of the competent authority in the crew members' country of residence (if available)</u></b>  <b>Name:</b> <b>Address:</b> <b>Telephone:</b> <b>Email:</b>
--

**II. Procedure**

1. The crew member has the right to complain to the persons or authorities mentioned in number 4 and 8 below about a breach of the Maritime Labour Act and the ordinances based on that Act or about discrimination and victimization.
2. The filing of a complaint will not result in disadvantages.
3. The crew member has the right to be accompanied and to be represented by a person of his choice other than the person designated by the shipowner during the complaint procedure on board the ship.
4. The complaint should be addressed at first to the immediate superior to resolve the matter. If the superior cannot resolve the complaint within an appropriate period (as a rule two weeks), the superior should at the complainant's request inform the master about the complaint. The Master has to decide about the complaint.
5. If the complaint is about the behaviour of other crew members, then the master initially has to try an amicable settlement.
6. If the complaint cannot be resolved by the master, he has to refer the matter at the complainant's request to the shipowner.
7. The master has to enter the complaint and its decision with a summary of the facts into the ships' logbook. The complainant shall receive a copy of the log book entry.
8. Nevertheless, the crew member has at all times the right to complain directly to:
  - the master,
  - the shipowner,
  - the Dienststelle Schiffssicherheit of the BG Verkehr,
  - German missions abroad,
  - other appropriate external authorities
9. Legal references for the complaint procedure: §§ 127, 128 Maritime Labour Act