



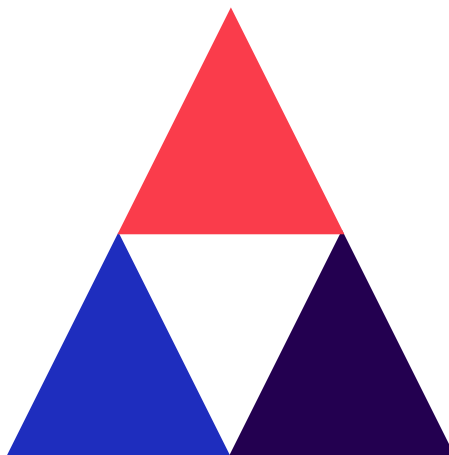
International
Labour
Organization



► STCMLC/Part II/2022/3

► Summary of observations and suggestions on the proposals for amendments to the Code of the Maritime Labour Convention, 2006, as amended

Information document for discussion at the fourth meeting (Part II) of the Special Tripartite Committee established under Article XIII of the Maritime Labour Convention, 2006, as amended (Geneva, 5–13 May 2022)



International Labour Standards Department
Sectoral Policies Department
Geneva, 2022

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▶ I. Introduction

1. The International Labour Office received [12 proposals of amendment](#) to the Code of the Maritime Labour Convention, 2006, as amended (MLC, 2006) to be examined at the fourth meeting (Part II) of the Special Tripartite Committee of the MLC, 2006 to be held from 5 to 13 May 2022.
2. In a letter of 11 November 2021, the Director-General invited all Members of the Organization, pursuant to Article XV, paragraph 3 of the MLC, 2006, to transmit, by 28 February 2022, any observations or suggestions on the proposals of amendment to the provisions of the Code.
3. In accordance with Article XV, paragraph 4 of the MLC, 2006, the present document provides a summary of the observations and suggestions that were communicated in response to the Director-General's letter. It is meant to be read in conjunction with the [Background paper](#) for the meeting.
4. The following 21 Members States responded: *Argentina, Brazil, Cameroon, Ethiopia, Guatemala, India, Indonesia, Italy, Japan, Liberia, Marshall Islands, Nicaragua, New Zealand, Norway, Panama, Sri Lanka, Russian Federation, Thailand, Trinidad and Tobago, Turkey and United Kingdom of Great Britain and Northern Ireland*. Moreover, the Members who presented proposal No. 12 submitted a revised text of their original proposal.
5. Some governments indicated that they had held tripartite consultations with respect to their observations and suggestions.¹ In that connection, certain governments transmitted the comments received from social partners, which are reflected in this document.

▶ II. Observations and suggestions on the proposals for amendments to the Code of the MLC, 2006

Proposal No. 1 (Seafarers' and Shipowners' groups)

1. A number of Governments supported in general the proposal (*Brazil, Ethiopia, Guatemala, India, Italy, Liberia, New Zealand, Panama, Sri Lanka, Thailand, Trinidad and Tobago and Turkey*).
2. The Government of *Brazil* indicated that it would be preferable to add the wording "appropriately sized" at the end of *Standard A4.3, paragraph 1(c)* before "personal protective equipment (PPE)".
3. The Government of *Guatemala* suggested to further develop the proposal to cover not only the provision but also the storage and maintenance of PPE.

¹ The following Members indicated that consultations were carried out with the relevant social partners: *Ethiopia, Guatemala, Indonesia, Italy, Panama, Trinidad and Tobago and Turkey*. The Governments of *Argentina, Italy and Panama* transmitted the observations received from the social partners.

4. The Government of *India* commented that the wording “appropriately sized personal protective equipment” should not to be interpreted as having all sizes and shapes available, nor make it difficult to prove compliance with the provisions during inspections.
5. The Government of *Japan* suggested replacing the proposed text with the following: “including the provision of adequate number of PPE, the sizes of which properly fit the bodies of seafarers on board ships”.
6. The Government of *Liberia* recalled that *Guideline B4.3.1* of the MLC, 2006 referred to the ILO code of practice entitled: *Accident prevention on board ship at sea and in port*, 1996, which in its section 5.4 provided for shipowners to ensure that seafarers are supplied with suitable PPE. Similarly, the Government of *New Zealand* considered that requiring PPE that fits the wearer is implicit under the existing occupational health and safety obligations contained in the Convention.
7. The Government of *Norway* could not support the proposal as it appears too specific, whereas *Standard A4.3, paragraph 1* sets general requirements for occupational health and safety on board. The issue could be dealt with by either amending *Guideline B4.3.4* or, more preferably, by amending the publication *Accident prevention on board ship at sea and in port*, 1996.
8. The Government of *Panama* supported the proposal recalling that the employment of women in the maritime industry should be facilitated.
9. The Government of *Turkey* indicated that it should be clarified whether an additional requirement for chemical protective clothing and firefighters’ outfits in accordance with the International Convention for the Safety of Life at Sea, 1974 (SOLAS) (for example, II-2/19.3.6.1 and 19.3.6.2) should be provided.

Proposal No. 2 (Seafarers’ and Shipowners’ groups)

1. Some Governments supported in general the proposal (*Guatemala, India, Italy, Panama, Sri Lanka, Trinidad and Tobago and Turkey*).
2. The Government of *Ethiopia* observed that there was a need to clarify if “drinking water” referred to normal potable fresh water or special bottled water for drinking.
3. As regards the proposed amendment to *Standard A3.2, paragraph 2(a)*, the Government of *Guatemala* suggested to delete “during the period of engagement”.
4. The Government of *Indonesia* suggested to replace the proposed *paragraph 7(a)* of *Standard A3.2* with “Sufficient and appropriate supplies of quantity, quality and nutritional value of food and drinking water having regard to the number of seafarers on board”.
5. Regarding the proposed new text in *Standard A3.2, paragraph 2(b)*, the Government of *Liberia* indicated that “healthy” and “nutritious” are different concepts. Healthy means a food that stops people from getting sick. Nutritious means a food that provides the sufficient amount of nutrients (vitamins, carbohydrates, proteins) the body requires to survive.
6. A number of Governments questioned the need of the proposed amendment to *Standard A3.2, paragraph 2(b)*, on the reasoning that the term “healthy” is unclear and may lead to different interpretations (*Guatemala, Japan, Liberia, New Zealand, Thailand, United Kingdom*). The Government of the *Russian Federation* agreed with the proposed amendment if clear criteria were provided on how to classify food as “healthy”. Some Governments (*Japan and United Kingdom*) considered that further explanation was needed while others

(*New Zealand and Thailand*) suggested to delete the term “healthy”. The Government of *Nicaragua* proposed to replace the word “healthy” with “safe”.

7. The Government of *New Zealand* suggested to delete “nutritional value” in the proposed amendment to *Standard A3.2, paragraph 7(a)*, arguing that it is too vague. It was not clear whether the wording of the proposal addresses the element of educational information. It would be appropriate to define an acceptable standard for the minimum quality of potable water. Distilled water, for example, should be avoided.
8. As regards proposed amendment to *Standard A3.2 paragraph 7(a)*, the Government of the *Russian Federation* considered that not only supplies but quantity, nutritional value and quality of food and drinking water should be inspected, and proposed to add “in accordance with the recommendations of *Guideline B3.2.1, paragraph 2*”. This Guideline would also be amended by adding “to provide the ship’s crew with the necessary particulars regarding food quality and nutritional value and” after the word “recommendations”.
9. The Government of *Thailand* supported the proposal regarding *Standard A3.2, paragraph 2(a)*, but suggested to add the text as a new paragraph. It did not support the proposed amendment to *Standard A3.2, paragraph 7(a)*, as similar text is already included in the same Standard.
10. The Government of *Turkey* suggested that: (i) the quantity of drinking water could be clearly stated as at least 2.5 litres depending upon the working conditions and heat and weather conditions; (ii) the quality of drinking water could be verified by a qualified shoreside laboratory sampled from a storage tank on board; and (iii) the quality of water for showers, baths and washbasins could also be considered.
11. The *National Council of Private Enterprise (CONEP)* of Panama supported the proposal as long as the parameters, quantities, amounts, etc. of food and water are precisely delimited.

Proposal No. 3 (Seafarers’ and Shipowners’ groups)

1. Some Governments supported in general the proposal (*Guatemala, India, Italy, Panama, Sri Lanka, Thailand, Trinidad and Tobago and Turkey*).
2. The Government of *Liberia* considered that the amendment seemed to apply to both *Standard A2.5.1, paragraphs 7 and 8*, which placed an obligation on Member States to facilitate the repatriation of seafarers serving on ships that call at their ports, as well as their replacement on board. Moreover, the term “national seafarers” was not clear.
3. The Government of *Panama* recalled that the process of repatriation had often been hindered by the lack of a mechanism to prevent ships from becoming a danger to the safety of the environment after the disembarkation of the abandoned seafarers. In many documented occasions, the financial provider’s efforts to repatriate the stranded seafarers had been frustrated by the port authorities of the country where the ship was abandoned. The uncertainty, desolation and anxiety experienced on board when that situation arises makes it necessary to find an appropriate and prompt solution, where humanitarian considerations prevail over economic ones.
4. A few Governments (*Brazil, Japan, New Zealand and Norway*) considered that some issues related to the proposal need further discussion, such as who would be responsible for the crew change and the employment of new seafarers, who would pay and how the process would be carried out. The Government of the *Russian Federation* considered that the proposed text did not specify in respect of which entity the obligation was established and proposed to add that the corresponding responsibility lies with the Member State.

5. The Government of *Brazil* suggested to replace “national seafarers shall be engaged” with “the shipowner, the financial security provider, or the flag State shall engage national seafarers of port State”.
6. The Government of *Indonesia* considered that the proposal needs further explanation. National legislation in flag and port States should be taken into account and there should not be inconsistency with national legislation related to the cabotage principle.
7. The Government of *Italy* specified that Italian shipowners’ organizations considered that the proposal should not entail additional costs for shipowners.
8. The Government of *Japan* indicated that the issue of safe manning should also be considered. The elements related to the safety of ships arising from the provision “In circumstances where applicable laws require the presence on board of seafarers to guarantee safety” should be analysed with the involvement of the International Maritime Organization (IMO). In this regard, the Governments of *Japan* and *Norway* considered that the issue could possibly be discussed in a Joint IMO/ILO setting to ensure that all aspects are addressed.
9. The Governments of *Liberia* and the *United Kingdom* observed that the terms “national” and “non-national” were unclear. Clarification in a definition or by providing a guideline could be needed to support the proposal (*United Kingdom*).
10. The Government of *New Zealand* questioned whether the proposal would shift the problem onto a new set of seafarers where, due to unavailability of national seafarers, non-national seafarers were to be engaged. Further information was required as to the qualification and competency of such seafarers. In the Government’s view the existing wording of *Standard A2.5.1, paragraph 8*, if properly enforced, would be sufficient.
11. The Government of *Norway* could not support the proposal in its current form. While acknowledging that the problem identified exists, it considered that the issues could only be solved on a case-by-case basis.
12. The *Federation of Argentine Shipping Companies (FENA)* indicated that if the situation described in the proposal were to involve a ship flying the Argentinean flag calling to a foreign port, the proposal would not comply with the national legislation, which establishes that all ships under the Argentinean flag shall be manned exclusively by Argentinean or resident crew.

Proposal No. 4 (Seafarers’ and Shipowners’ groups)

1. Some Governments supported in general the proposal (*Brazil, Guatemala, India, Italy, Liberia, New Zealand, Panama, Sri Lanka, Thailand and Trinidad and Tobago*).
2. The Government of *Brazil* indicated that proposed new *Standard A4.1, paragraph 5*, could suggest that the disembarkation is an action taken by the Member State and not by the shipowner. In this regard, the Government suggested to replace “are promptly disembarked” with “shall not be denied disembarkation”.
3. The Government of *Cameroon* suggested to insert in the proposed text of *Guideline B4.1.3, paragraph 4*, after “for public health reasons” the wording “subject to the health protocols adopted by the port State”, to enable shipowners and seafarers to adhere to the health protocols put in place by the port State and allow the latter to do the necessary follow-up on the treatment of patients according to its procedures.

4. The Government of *Guatemala* suggested replacing in proposed new *paragraph 5 of Standard A4.1* “shall ensure” with “shall take measures to ensure”. As to proposed new *paragraph 6 of Standard A4.1*, the Government suggested replacing “shall facilitate” with “shall adopt the necessary measures and mechanisms to facilitate ...”.
5. The Government of *Indonesia* considered that, with regard to proposed new *paragraph 5 of Standard A4.1*, there should be a reference to a procedure dealing with extraordinary or emergency health situations, such as COVID-19, to address the situation of seafarers in need of immediate medical care ashore or who died on board.
6. The Government of *Italy* indicated that for Italian shipowners’ organizations the implementation in practice of the proposal could be problematic, especially for medical care to seafarers in countries experiencing a critical health situation.
7. The Government of *Japan* indicated that, as difficulties in giving seafarers smooth access to medical care ashore may arise for Members due to limitations caused by border control measures, it would be more realistic to provide that access to medical care on shore is based on *Guideline B4.1.3, paragraph 3*. Further explanations are required on the appropriateness to amend *Standard A4.1*.
8. The Government of *Liberia* suggested the following edits to proposed new *Guideline B4.1.3, paragraph 4*: delete the words “stores, fuel” and replace the word “supplies” by the word “maintenance”. In addition, this text should also be added as a new paragraph to *Guideline B4.4.6*.
9. The Government of *New Zealand* indicated that the proposed new *paragraph 6 of Standard A4.1* would be better suited for inclusion in the relevant section on “repatriation” since the death of a seafarer requires repatriation, not medical care. This provision should be formulated more widely: repatriation of body/ashes should occur at any port, not just the current or next port, since there could be justifiable reasons for delay (for example coronial inquest, religious reasons). With respect to new proposed *paragraph 5 of Guideline B4.1.3*, the Government did not support that “any communicable disease which poses a risk of transmission to other members of the crew” requires immediate medical care ashore, for example COVID-19 or chickenpox. Thus, further information was needed as to who determines whether immediate medical care is required together with adequate processes to deal with such eventualities. Questioning the ability to determine whether a person is in “danger of suicide”, it suggested to replace “danger of suicide” with “suffering from serious mental health issues or impairment”. The Government could not support proposed new *paragraph 4 of Guideline B.4.1.3*, which should not be used as a back door to allowing shore leave under any circumstance. It was also questionable how “stores” and “fuel” would serve a disembarking seafarer.
10. The Government of *Panama* indicated that not allowing seafarers to have access to medical care ashore had serious health repercussions on the concerned seafarers, the rest of the crew and the ship’s operation. It was concerning that there were cases where it was impossible or difficult for seafarers to have access to medical care onshore, including not allowing the disembarkation of the remains of seafarers who had died on board. The situation had become critical during the COVID-19 pandemic.
11. In relation to the proposal of including a new *paragraph 5 in Guideline B4.1.3*, the Government of *Turkey* suggested to add after “disease”, the sentence “or any injury or disease that would lead to temporary/permanent disability”.

12. CONEP welcomed the addition of a provision on the repatriation of the remains of a deceased seafarer, as long as the requirements were precisely delimited.
13. In relation to the proposal of adding a new *paragraph 4* to *Guideline B4.1.3*, the *Argentine Chamber of Shipping (CNA)* and *FENA* commented that it would be appropriate to temporarily limit the possibility for access to stores or for recreational or other non-essential reasons, when free movement is reduced for public health reasons.
14. The *Centre of Overseas Captains and Merchant Navy Officers of Argentina (CCUOMM)* suggested adding to the proposed new *paragraph 5* of *Guideline B4.1.3* a wording indicating that the list of cases to be considered as requiring immediate medical care is non-exhaustive.

Proposal No. 5 (Seafarers' and Shipowners' groups)

1. Some Governments supported in general the proposal (*Guatemala, India, Italy, Liberia, Panama, Sri Lanka, Thailand* and *Trinidad and Tobago*).
2. *Liberia* and *Russian Federation* suggested to add after "name of shipowner" the wording "or the owner" instead of "or the registered owner", consistent with *Article II, paragraph 1(j)* of the MLC, 2006. The Government of *Liberia* underlined that whether it is "registered owner" or "owner", it must be clear that the party assumes the financial security responsibilities. An additional definition could be considered for "registered owner" or "owner".
3. The Government of *Panama* indicated that the proposal would solve an issue that has arisen since the entry into force of the 2014 amendments. Unjustified deficiencies had been reported due to P&I Clubs designating the owner of the ship as the shipowner in the financial certificates issued, which on many occasions does not coincide with the shipowner indicated in the Declaration of Maritime Labour Compliance (DMLC).

Proposal No. 6 (Seafarers' group)

1. Some Governments supported the proposal (*Guatemala, Sri Lanka, Thailand* and *Trinidad and Tobago*).
2. Regarding the proposed new *paragraph 17(a)* of *Standard A3.1*, the Government of *Brazil* suggested to add "by the shipowner" at the end of new *paragraph 17(a)*. It disagreed with the proposed new *paragraph 17(b)* of the same Standard, on the reasoning that although the adequate time of use of the internet for each seafarer is relevant, the matter would be in the private sphere of each individual and therefore difficult to control by competent authorities. The Government similarly opposed the proposed new *paragraph 17(c)* of the same Standard, indicating that it should be a port State's obligation to provide free internet in its facilities. Regarding the removal of *Guideline B3.1.11, paragraph 4(j)*, it was recommended to maintain the item if the proposal on free internet in *Standard A3.1* was not approved.
3. The Government of *Ethiopia* considered that free access to internet should be limited and based on the available ships' mobile internet and communication system, as unlimited access may contribute to seafarers' fatigue due to the impact on their rest hours. It favoured leaving the regulation of this issue to the discretion of flag States.
4. The Government of *Guatemala* recalled that access to the internet has been recognized as a human right and has become an essential tool to facilitate social contact, in particular for seafarers who work and live far from their families.

5. The Government of *Indonesia* considered that reference should be included to the regulation on cyber risk security procedures.
6. The Government of *Italy* indicated that, while Italian trade unions support the proposal, national shipowners' organizations oppose it in view of a number of issues related to: secure access to the internet, difficulty to guarantee access to the internet during navigation, risks related to cybersecurity on board, and the fact that gratuity of access to internet should not be provided by the Convention, being a matter for collective agreement.
7. The Government of *Japan* observed that the issuance of a guidance as prescribed in proposed new *Standard A3.1, paragraph 17(b)* may hinder the flexible use of the internet by seafarers on board based on the operational and working conditions. It would be reasonable to contemplate the inclusion of a recommendation on the issuance of such guidance in *Guideline B3.1*. The addition of new *Standard A3.1, paragraph 17(c)* should be carefully considered since the national or local government with jurisdiction over the ports and associated anchorages might not immediately achieve free internet access where the internet provider is a private company.
8. The Government of *Liberia* proposed to leave the issue of communications in *Guideline B3.1.11, paragraph 4(j)* as not all ports in the world had internet connectivity. Free access to ship-to-shore communications, including internet facilities, could affect rest hours and induce fatigue.
9. The Government of *New Zealand* could not support the proposed amendment in its current form as it raised issues such as associated costs, the effect it may have on the safety operation and bandwidth needs of the ship, or the frequent physical inability to provide such services.
10. The Government of *Nicaragua* suggested adding at the end of proposed new *paragraph 17(c)* of *Standard A3.1* the wording "subject to capacity and financial availability".
11. In relation to proposed new *paragraph 17(a)* of *Standard A3.1*, the Government of *Norway* suggested adding the words "where possible" at the end. As regards proposed *paragraph 17(b)* of the same *Standard A3.1*, the Government indicated that it would not be appropriate for competent authorities to conduct consultations with the social partners and develop guidelines about the amount of time seafarers should have access to the internet. This would be more suitable under *Guideline B3.1.11, paragraph 4(j)*. While supporting in principle proposed *paragraph 17(c)* of *Standard A3.1*, the Government considered that the placement of the provision might not be appropriate given that this obligation would rest on ports. It would be more appropriate to include this provision in *Guideline B4.4.2*.
12. The Government of *Panama* indicated that not only seafarers' interaction with their family and friends should be facilitated, but also companies should be encouraged to explore online training and learning opportunities to upgrade seafarers' skills, which could in turn help attract the next generation of seafarers.
13. As regards the proposed *Standard A3.1, paragraph 17(b)*, the Government of the *Marshall Islands* stressed that guidance on internet usage developed at the international level would be more effective than one developed on a national basis. In relation to the proposed new *paragraph 17(c)* of *Standard A3.1*, the Government indicated that it could not support it as some Member States, such as the Marshall Islands, do not currently have the communications infrastructure to provide internet access within their ports and associated anchorages. The Government suggested to amend proposed *paragraph 17(c)* of *Standard A3.1* as follows: "Each Member with a communications infrastructure able to

support internet coverage in its ports and anchorages must provide it in these areas, allowing seafarers access free of charge”.

14. The Government of the *Russian Federation* recalled that not all areas of the globe were technically equipped to ensuring seafarer access to the internet. In this regard, while agreeing to the proposed *subparagraph (a)* in *Standard A3.2, paragraph 17*, it suggested that the text proposed in *subparagraphs (b)* and *(c)* be transferred to *Guideline B3.1.11* with the appropriate editorial changes (for example, replacing “should” with “shall”).
15. *CONEP* indicated that, regarding internet access in port terminals, it is clear that seafarers should be allowed to communicate with their families and have access to recreation. Although at a reasonable price, the matter should be left to the regulation of each Member.
16. The *CCUOMM* suggested adding in proposed *paragraph 17(a)* of *Standard A3.1* the wording “and illimited” after “free of charge”.

Proposal No. 7 (Seafarers’ group)

1. The Governments of *Sri Lanka, Thailand* and *Trinidad and Tobago* expressed their general support of the proposal.
2. The Government of *Brazil* suggested to replace the proposal by the following new *paragraph 1(f)* to *Standard A2.1*: “where the shipowner is not the employer of the seafarer, the shipowner is responsible to indemnifying the seafarer for the monetary loss that may be incurred as a result of any failure by the employer to meet its obligations to the seafarer under the seafarers’ employment agreement”.
3. The Government of *Ethiopia* considered that the proposed amendment would require further verification of contractual agreement between the shipowner and the employer.
4. The Government of *Italy* indicated that, while Italian trade unions support the proposal, national shipowners’ organizations oppose it.
5. The Government of *Liberia* considered that the term “shipowner” was defined comprehensively in the MLC, 2006. The intention of the drafters of the MLC, 2006, was that there could only be one person – namely, “the shipowner” – who assumes, vis-à-vis each seafarer, all the duties and responsibilities imposed by the Convention on the shipowner. While another person supplying a seafarer to the ship may have concluded an employment contract with that seafarer and be responsible for implementing that contract, the shipowner would still have the overall responsibility vis-à-vis the seafarer. Such an employer could therefore only sign the seafarers’ employment agreement (SEA) as a representative of the shipowner, assuming that the employer had a signed power of attorney from the shipowner.
6. The Government of *New Zealand* could not support the proposal in its current form. It should not be for the shipowner to indemnify the seafarer for a breach of a SEA to which the shipowner is not party.
7. The Government of *Norway* indicated that the matter dealt with by the proposal had been expressly incorporated into national legislation, which provided better protection for seafarers.
8. The Government of *Panama* indicated that in practice there are instances where the employer does not coincide with the shipowner. In cases where the employer fails to comply with its obligations, the seafarer is affected, therefore the need arises for the shipowner to be jointly and severally liable with the employer. The Government stressed that in Panama

the shipowner is held liable in all reported cases of non-compliance by the employer, regardless of who is the employer according to the SEA.

9. The Government of the *Russian Federation* observed that the proposal contains the term “employer”, which is not found in the definitions under *Article II* of the Convention. A new definition would therefore be needed. Moreover, it appears that the proposed text is in contradiction with *Standard A2.1, paragraph 1*, where the parties to the SEA are named “seafarer” and “shipowner”. In this connection, in order to provide additional protection for seafarers in situations where the parties to the employment contract are the “seafarer” and a person other than the shipowner, the Government proposed the following new text to be included in *Standard A2.1*: “The shipowner is responsible for the seafarer, regardless of the person with whom the employment agreement is concluded, including the monetary loss that may be incurred as a result of any failure to meet obligations to the seafarer under the seafarers’ employment agreement.”
10. The Government of *Turkey* indicated that it should be clarified how the undertaking referred to in the proposal would be fulfilled if the port authority detained the ship or if the seafarer had to apply for legal proceedings in case of non-payment.
11. *CONEP* considered that the seafarer’s indemnization for monetary losses, where implemented, should be applied only to those cases in which it can be proved that the shipowner acted with negligence or intentional misconduct and that the employer is effectively liable for the monetary loss, thus avoiding situations in which the seafarer may interpret the SEA or the regulations in an arbitrary way to justify compensation.
12. *FENA* opposed the proposal, considering that it implies an unnecessary increase in costs.
13. The *CCUOMM* suggested adding after “or the representative of the shipowner” the wording “(duly certified), making them jointly and severally liable for the employer’s obligations ...”.

Proposal No. 8 (Seafarers’ group)

1. Some Governments supported in general the proposal (*Guatemala, Sri Lanka, Thailand and Trinidad and Tobago*).
2. The Government of *Ethiopia* considered that the proposal created additional administrative burdens.
3. The Government of *Italy* indicated that, while Italian trade unions support the proposal, national shipowners’ organizations oppose it. They would prefer that the topic is discussed with the trade unions, in view of the possible issues to repatriate seafarers to their place of residence. It would be preferable to include such provision in non-mandatory guidelines of *Part B* of the Code.
4. The Government of *Liberia* agreed with the inclusion of the proposed new *Standard A2.5.1, paragraph 3*, except the words “medical treatment”, which was covered under *Standard A4.2.1, paragraph 1(c)*. The Government considered that *Guideline B2.5.1, paragraph 6* provides for Members to address the seafarer’s final destination upon repatriation in their national laws and regulations and that this does not prohibit Members from requiring shipowners to repatriate seafarers to their home location.
5. A few Governments questioned the meaning of “destination of repatriation” (*New Zealand*) and “home location” (*Ethiopia, New Zealand, and United Kingdom*). The Government of *New Zealand* indicated that it would be clearer if obligations terminate once the seafarer reaches his/her home country. A possible issue would be whether in cases in which certain

conditions (for example strikes, natural disasters, COVID-19 lockdowns) prevent the seafarer from reaching the final destination, shipowners and/or insurers should cover all costs until the seafarer reaches the final destination.

6. The Government of *Panama* considered that there might be a gap in the Convention by not clearly establishing the obligations of shipowners during the repatriation process, which ends when seafarers arrive at their final destination or place of residence. In various instances, seafarers had been disembarked and the arrival at their final destination was delayed for various reasons, namely quarantine during the COVID-19 pandemic.
7. The Government of the *Russian Federation* considered that proposed new *Standard A2.5.1, paragraph 3*, does not regulate the situation in which a seafarer is forced to undergo quarantine upon arrival at the destination of repatriation, including the seafarer's home location. In this connection, they suggested to add at the end of proposed *Standard A2.5.1, paragraph 3(b)* "that covers time spent in mandatory quarantine, including upon arrival at the destination".
8. In relation to the proposal of adding a new *paragraph 3* to *Standard A2.5.1*, the *CNA* and *FENA* indicated that it was necessary to clarify that the rights enshrined therein do not apply when the shipowner or employer has terminated the SEA with just cause, or when the seafarer has terminated it without a valid reason (*FENA*). In fact, in such cases it would not be fair nor equitable for the shipowner to bear the additional costs.
9. The *CCUOMM* suggested adding in proposed new *paragraph 3(a)* of *Standard A2.5.1* after "destination of repatriation" the wording "being the same as that stated in the seafarers' employment agreement".

Proposal No. 9 (Seafarers' group)

1. Some Governments supported in general the proposal (*Guatemala, Italy, Liberia, New Zealand, Panama, Sri Lanka, Thailand* and *Trinidad and Tobago*).
2. The Government of the *Russian Federation* indicated that the proposal should focus on the obligation to inform the seafarers about the system to compensate them for monetary loss prior to the signing of the SEA. It would be appropriate to clarify what is meant by providing information about the insurance system.
3. The *CCUOMM* suggested adding at the end of the proposal the sentence "Such system should be established under the SEA."

Proposal No. 10 (Seafarers' group)

1. Some Governments supported in general the proposal (*Liberia, New Zealand, Sri Lanka, Thailand, Trinidad and Tobago* and *Turkey*).
2. The Government of *Ethiopia* did not agree with the proposal. It proposed to limit it to six months. The Government of *Guatemala* also opposed the proposal, on the reasoning that it does not solve the problem. The real issue is that cases are not solved in a timely manner, therefore a sanction should be envisaged for cases of delayed payment.
3. The Government of *Italy* indicated that, while Italian trade unions support the proposal, shipowners' organizations oppose it.

4. The Government of *New Zealand* indicated that safeguards need to be put in place to ensure that the extension does not create delay in resolving abandonment cases. Such a change would also possibly result in increased costs for good operators.
5. The Government of *Norway* indicated that, as the proposal concerns insurance policies, the view of the P&I Clubs is needed before any decision on the amendment is taken.
6. The Government of *Panama* acknowledged the issue of the losses to which seafarers are exposed when they are unable to return to work for reasons beyond their control. According to its practical experience, in most cases of abandonment of seafarers, wages due exceed four months. While P&I Clubs respect their obligations to pay wages for up to four months, the rest of the due wages remain pending, their recovery becoming difficult for seafarers.
7. The Government of *Turkey* indicated that extending the coverage of the financial security to eight months' wages is an appropriate measure to indemnify the seafarers' losses in cases of abandonment as those cases are normally not resolved in a timely manner.

Proposal No. 11 (Governments)

1. Some Governments supported in general the proposal (*Brazil, Guatemala, Italy, Panama, Sri Lanka, Thailand, Trinidad and Tobago and Turkey*).
2. The Government of *Brazil* indicated that the submission of a model report and the elaboration of a standard for consolidation and submission of the data were needed.
3. The Government of *Italy* indicated that both national trade unions and shipowners support the proposal. The latter pointed out that the need to protect the seafarers' privacy should be taken into account.
4. The Government of *Japan* considered that the report and registration of fatalities under proposed new *paragraph 5(a) of Standard A4.3* could be achieved by the proposed amendment to *Guideline B4.3.5*. It would not be appropriate to directly refer to *Guideline B4.3.5* in *Standard A4.3*. It was suggested to replace the term "shall" in new *paragraph 3 of Guideline B4.3.5* with the term "should".
5. The Government of *Liberia* considered that if Member States fulfil their existing obligations under the MLC, 2006, to collect and report data on occupational accidents, injuries and diseases, there should be no need for an amendment.
6. The Government of *New Zealand* pointed out that the mechanics for implementation of the proposal should be developed with stakeholders. The Government of *Norway* expressed concern with regard to reporting data to the Office as it was a problem for many competent authorities due to lack of resources.
7. The Government of *Panama* recognized the need for a better classification of data on seafarers' deaths in order to assess deaths at sea, which will allow a more accurate approach to areas of concern, while respecting the confidentiality of seafarers' data.
8. The Governments of *Ethiopia*, the *Russian Federation* and the *United Kingdom* indicated that further clarifications are needed regarding the taxonomy proposed to categorize fatalities. The Government of the *United Kingdom* indicated in particular that there is potential duplication between different classifications of seafarer fatalities (for example, person overboard and suicide or alleged suicide). It also questioned how it could be avoided that individuals are identified if IMO number and rank are reported.

9. The Government of *Thailand* suggested that the fatality data should include congenital disease, genetic disorder, mental health issues, environmental conditions on the ship, such as food, air circulation and hygiene, which could be useful in setting a standard for medical check.
10. The Government of *Turkey* considered that the proposal would help capturing the global picture at both national and international levels. Referring to existing reporting procedures to the IMO, the Governments of *Turkey* and *Ethiopia* suggested that the ILO and IMO work together to harmonize reporting procedures and avoid duplication.

Proposal No. 12 (Governments)

Australia, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden

1. The Governments that presented the proposal submitted the following revised version of the original proposal (see original proposal in bold black and proposed modifications in bold red):

Standard	Guideline	Proposed text (amendments in track changes)
Standard A2.4 – Entitlement to leave		<p>Amend paragraph 3 as follows:</p> <p>“Any agreement to forgo the minimum annual leave with pay prescribed in this Standard shall be prohibited. <u>In duly justified exceptional cases</u> provided for by the competent authority on a <u>case-by-case basis and with the formal, free and informed consent of the seafarer concerned in writing, a seafarer may remain on board for a limited time-period.</u></p> <p>Wages and other entitlements under the seafarers’ employment agreement, relevant collective bargaining agreement and applicable national laws, including the remittance of any allotments as provided in paragraph 4 of Standard A2.2, shall continue to be paid during the additional period of service on board and until the seafarer is duly repatriated in accordance with Standard A2.5.1.</p> <p><u>The minimum annual leave with pay may not be replaced by an allowance in lieu, except in cases where the employment relationship is terminated.</u>”</p>
Standard A2.5.1 – Repatriation		<p>In paragraph 1, add a new subparagraph (d):</p> <p><u>“in any event, at the end of the maximum duration of service periods on board, as set out in paragraph 2(b) of this Standard.”</u></p>
Standard A2.5.1 – Repatriation		<p>Paragraph 2, subparagraph (b), amend as follows:</p> <p>“the maximum duration of service periods on board, <u>including any training periods on board</u>, following which a seafarer <u>shall be repatriated</u> is entitled to repatriation such periods, shall not exceed to be less than 12 11 months; and”.</p>

Standard	Guideline	Proposed text (amendments in track changes)
	<p>Guideline B2.5 – Repatriation</p> <p>Guideline B2.5.1 – Entitlement</p>	<p>Amend paragraph 8 as follows:</p> <p>“Except when the seafarer must be repatriated under Standard A2.5.1, paragraph 2(b), the entitlement to repatriation may lapse if the seafarers concerned do not claim it within a reasonable period of time to be defined by national laws or regulations or collective agreements, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships. The terms “piracy” and “armed robbery against ships” shall have the same meaning as in Standard A2.1, paragraph 7.</p> <p>However, the entitlement to repatriation should not lapse when the seafarer is to be repatriated in accordance with Standard A2.5.1, paragraph 2(b):”</p>
<p>Appendix A5-I</p>		<p>Amend as follows:</p> <p>“The working and living conditions of seafarers that must be inspected and approved by the flag State before certifying a ship in accordance with Standard A5.1.3, paragraph 1:</p> <p>Minimum age Medical certification Qualifications of seafarers Seafarers’ employment agreements Use of any licensed or certified or regulated private recruitment and placement service Hours of work or rest <u>Maximum duration of service periods on board</u> Manning levels for the ship Accommodation On-board recreational facilities Food and catering Health and safety and accident prevention On-board medical care On-board complaint procedures Payment of wages Financial security for repatriation Financial security relating to shipowners’ liability”.</p>
<p>Appendix A5-II, Declaration of Maritime Labour Compliance – Part I</p>		<p>Add a new point 17:</p> <p><u>“17. Maximum duration of service periods on board (Regulation 2.5)”</u>.</p>
<p>Appendix A5-II, Declaration of Maritime Labour Compliance – Part II</p>		<p>Add a new point 17:</p> <p><u>“17. Maximum duration of service periods on board (Regulation 2.5)”</u>.</p>

Standard	Guideline	Proposed text (amendments in track changes)
Appendix A5-III		<p>Amend as follows:</p> <p>“General areas that are subject to a detailed inspection by an authorized officer in a port of a Member carrying out a port State inspection pursuant to Standard A5.2.1:</p> <p>Minimum age medical certification Qualifications of seafarers Seafarers’ employment agreements Use of any licensed or certified or regulated private recruitment and placement service Hours of work or rest <u>Maximum duration of service periods on board</u> Manning levels for the ship accommodation On-board recreational facilities Food and catering Health and safety and accident prevention On-board medical care On-board complaint procedures Payment of wages Financial security for repatriation Financial security relating to shipowners’ liability”.</p>

2. Some Governments supported in general the proposal as initially submitted (*Guatemala, Italy, New Zealand, Sri Lanka, Thailand and Trinidad and Tobago*).
3. The Government of *Brazil* observed that the proposal concerning *Standard A2.4, paragraph 3* would make it possible to extend the SEA for a “limited period of time” without any limit. In this regard, it proposed adding the words “of 2 (two) months maximum” after “limited time period”. The Government supported the proposal concerning *Guideline B2.5.1, paragraph 8*. It indicated that it considered it unnecessary to amend the appendixes, as the maximum duration could be included in the SEA, which should be checked in the DMLC. It was suggested instead to add a new *subparagraph (k)* to *Standard A2.1, paragraph 4*: “Maximum duration of service periods on board (Regulation 2.5)”.
4. The Governments of *Ethiopia, New Zealand* and *Norway* considered that the proposal had to be assessed in light of the International Convention on Standards of Training, Certification, and Watchkeeping for Seafarers (STCW) and that the situation of cadets has to be taken particularly into account.
5. The Government of *Guatemala* indicated that, in relation to the proposal on *Standard A2.4*, it is important to limit the maximum period of service on board as the entitlement to annual leave is a fundamental right that may not be forgone.
6. The Government of *Liberia* considered that the maximum period for service on board a ship or ships without leave would be 11 months. Although not certified, items in the DMLC, Part II, repatriation and entitlement to leave are items that are inspected. Therefore, the Government suggested not to include the additional item “Maximum duration of service periods on board” in Appendix A5-I.
7. The Government of *New Zealand* indicated that the maximum duration of service period on board without leave of 11 months needs to be explicitly set out in the MLC, 2006. It also supported the possibility of case-by-case exceptions in exceptional circumstances.

8. The Government of *Norway* indicated that the proposal would codify the general observation of the Committee of Experts on the Application of Conventions and Recommendations (CEACR) on the issue adopted in 2020 and be beneficial both from a seafarer welfare point of view and for the safety of ships. However, shipowners should not be responsible for issues beyond their control, as had often been the case during the COVID-19 pandemic. It does not support the proposed amendment to *Standard A2.4*, as the wording suggests that the competent authority should consider applications from seafarers on an individual basis. To address those issues, a mandatory maximum duration of periods of service could be introduced in *Standard A2.5.1* without referring to *Standard A2.4*. The proposals to include maximum duration of service periods as part of ship certification appear challenging.
9. The Government of *Panama* considered it necessary to analyse the proposal in light of the issues raised by the COVID-19 pandemic. The proposed amendment provides an opportunity to find a solution to a situation that had a serious impact on seafarers and for which the provisions of the Convention might have been insufficient.
10. The Government of the *Russian Federation* suggested to edit the text in order to clarify the purpose of the seafarer's right to annual leave with pay and to highlight subparagraphs in the text of the amendment regarding *Standard A2.4*.
11. The Government of *Turkey* welcomed the proposed amendments and recalled that during the COVID-19 pandemic, seafarers have been denied the right to repatriation after 11 months, seriously endangering the seafarers' health and safety and the safety of navigation. Regarding the proposal concerning *Standard A2.4, paragraph 3*, the Government suggested inserting after "... with the informed consent of the seafarer concerned in writing" the following sentence "and with the confirmation of the Master that the mental and physical health conditions of the seafarer are suitable, ...".
12. The Government of the *United Kingdom* observed that the proposal strengthens the duty on the shipowner to ensure timely repatriation. The last two years had shown that governments should play their part and this needed to be addressed in the amendment.