



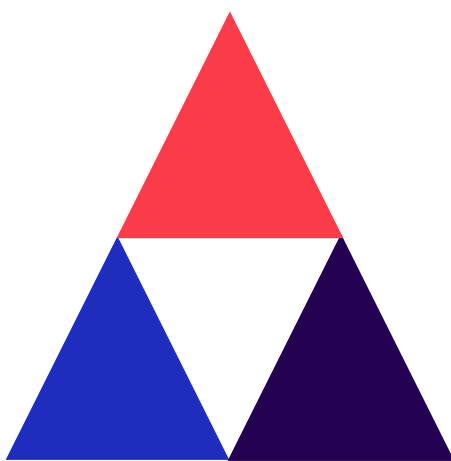
International
Labour
Organization



►STCMLC/Part II/2022/4

► Final report

Fourth meeting of the Special Tripartite Committee established
under Article XIII of the Maritime Labour Convention, 2006,
as amended – Part II
(Geneva, 5–13 May 2022)



International Labour Standards Department
Sectoral Policies Department
Geneva, 2022

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► I. Introduction

1. The Special Tripartite Committee (STC) was established by the 318th Session (June 2013) of the Governing Body of the International Labour Organization (ILO), in accordance with Article XIII of the Maritime Labour Convention, 2006, as amended (MLC, 2006), which provides that: "The Governing Body of the International Labour Office shall keep the working of this Convention under continuous review through a committee established by it with special competence in the area of maritime labour standards." At its 340th Session (October–November 2020), the Governing Body decided that the fourth meeting of the STC would be held in two parts: Part I in a virtual format (online) from 19 to 23 April 2021; and Part II from 5 to 13 May 2022 at the headquarters of the ILO in Geneva, in a hybrid format. This report has been prepared by the International Labour Office.

► II. Composition of the Special Tripartite Committee

2. In accordance with paragraph 2 of Article XIII of the MLC, 2006, the STC is composed of "two representatives nominated by the Government of each Member which has ratified this Convention, and the representatives of Shipowners and Seafarers appointed by the Governing Body after consultation with the Joint Maritime Commission". In addition, as provided in paragraph 3 of Article XIII, "Government representatives of Members which have not yet ratified this Convention may participate in the Committee" but have no right to vote on any matter dealt with in accordance with the Convention. The meeting was attended by 158 Government, 15 Shipowner and 15 Seafarer representatives. Observers representing a number of intergovernmental organizations and non-governmental international organizations, as well as interested parties, also attended the meeting. A list of participants is attached.

3. The Officers of the STC, who were appointed in 2018 for a three-year term, are as follows:

Chairperson: Ms Julie Carlton (Government member, United Kingdom of Great Britain and Northern Ireland)

Vice-Chairpersons: Mr Martin Marini (Government member, Singapore)

Mr Dirk Max Johns (Shipowners)

Mr Mark Dickinson (Seafarers)

4. The STC welcomed Mr Yasuhiro Urano (Government member, Japan), as Vice-Chairperson.¹

¹ As agreed during Part I of the fourth meeting of the STC, the term of the Officers appointed in 2021 would start, exceptionally, after the end of Part II of the fourth meeting of the STC. The term of the current Officers would, as a result, be extended accordingly.

5. The STC set up a drafting committee (responsible for reviewing the proposals for amendments to the Code of the MLC, 2006) composed of the following members:

Governments: Mr Michael Kennedy (Ireland), Mr Olivier Lebrun (France), Ms Mayte Burgos (Panama)

Shipowners: Mr Peter Williams, Mr Eurico Ortiga

Seafarers: Mr Thierry Leguevel, Mr Charles Boyle

► III. Opening statements

6. **The Chairperson** welcomed all the participants, including the representatives of nearly 80 countries, and the presence online of Mr Martin Marini (Singapore), the Chairperson elect of the STC. She recalled that during the first part of the present meeting of the STC, there had been extensive discussion of the problems faced by seafarers and the maritime industry during the COVID-19 pandemic. The meeting had adopted an important resolution calling for the establishment of a joint working group of the ILO and the International Maritime Organization (IMO). The ILO Governing Body had since adopted a number of measures to follow up the decisions taken at that meeting. She noted that the present meeting would be held in a hybrid format and that, as such, special arrangements and rules of procedure had been adopted by the Officers of the STC and were recommended for approval by the STC. The Standing Orders of the STC would continue to apply in full except to the extent that they were inconsistent with the special arrangements and rules of procedure, in which case the relevant provisions of the Standing Orders would be deemed suspended for the duration of Part II of the fourth meeting of the STC. She noted the approval of the meeting of the special arrangements.
7. **The Director-General** of the ILO, welcomed the participants and emphasized that the attendance of 500 participants from nearly 80 countries bore testimony to the importance of the issues discussed in the meeting and the strong engagement of the parties. The hybrid format of the meeting constituted a new challenge and the Office would make every effort to ensure that the STC was able to undertake its work in satisfactory conditions. The meeting would discuss important amendments to the MLC, 2006, on the basis of the 12 proposals put forward by the social partners and by governments. Half of the proposals were intended as direct responses to issues that had arisen during the COVID-19 pandemic, as identified during the first part of the fourth meeting of the STC the previous year. The issues to be discussed by the meeting were a testament to the importance of the MLC, 2006, and its in-built mechanisms to adapt to the needs of a changing environment, which could provide a model for ILO standard-setting in other areas. The agility of the instrument was a result of the strong tradition of social partnership and tripartism in the sector, which was exemplary. The tripartite constituents in the sector should be congratulated on their determination to face up to emerging challenges and their capacity to find workable solutions through strong social dialogue and tripartism. It should also be noted that the ILO had followed up on the discussion the previous year in a number of ways. Liaison with the United Nations Secretary-General had led to the establishment of a dedicated United Nations taskforce to examine the impact of the pandemic on the implementation of the MLC, 2006. Together with the World Health Organization (WHO), a joint working group had been set up to examine the effect of the pandemic on transport workers. The Office was also carrying out other work to ensure that the issues faced by seafarers during the pandemic were not repeated and

that the remaining difficulties were resolved. Moreover, the 100th ratification of the MLC, 2006, by Oman represented a milestone achievement, and had been followed by ratification by San Marino. In response, the Shipowners' group had recently indicated that 150 ratifications was the new target to ensure the most widespread possible implementation and observance of the Convention. All countries that had not yet done so were strongly encouraged to consider ratification of the Convention as a means of joining the international community in universally guaranteeing the rights of seafarers and a level playing field for shipowners. In the context of the current war in Ukraine, reference should also be made to the resolution adopted by the ILO Governing Body in March 2022 calling on all parties to ensure safe and unhindered humanitarian access to those in need, as reinforced by a joint letter with the Secretary-General of the IMO calling for the protection of the safety and health of seafarers stranded in Ukrainian ports.

8. **The Seafarer Vice-Chairperson** thanked the Office and the other Officers of the STC for their continued support, especially over the past two years. He also thanked the Director-General and his team, particularly for facilitating the regular meetings of the STC Officers. Thanks were also due to the social partners for their cooperation and constructive partnership in delivering effective solutions to the crew change crisis. The Seafarers hoped for cooperation and partnership for the achievement of the common goal of the continuous improvement of the welfare and the living and working conditions of seafarers. Part I of the fourth meeting of the STC had shown that, for the most part, the MLC, 2006, was providing the necessary protection for seafarers. The Shipowners had announced a welcome target of 150 ratifications, although it should be noted that over 96 per cent of the gross tonnage of the world fleet was already covered by the Convention. The Seafarers were keen to ensure that the minimum standards set out in the Convention were enhanced with a view to achieving the goal of decent work for seafarers. However, it was chilling to note the complete lack of appreciation at all levels in the world of the role of seafarers and the shipping industry and the failure to understand the necessity to keep global supply chains moving. The ultimate insanity of a country denying its own citizens the right to return home was hard to understand. That was the stark reality of the global shipping industry in a pandemic. The heart of the problem was the way in which the industry had been built in the past, trying to live in the shadows and avoiding taxation and regulation. Recent discussions had continued to point to several reoccurring issues that should be borne in mind. The first was the importance of designating seafarers as key workers, although such a designation would be meaningless unless it had practical effects. The second was the need for governments to acknowledge that the Convention was binding on all national authorities, and that its implementation was a matter for the State as a whole. A holistic approach to the application of the MLC, 2006, by all State authorities was necessary. The crew change crisis during the pandemic had emerged mainly due to lack of compliance with the existing provisions of the Convention. Finally, the MLC, 2006, did not establish clear and formal channels of communication and collaboration between ratifying States. And yet, Article I, paragraph 2, specifically required ratifying States to cooperate for the purpose of ensuring the effective implementation and enforcement of the Convention. During the pandemic, the villain in many cases of suffering by seafarers had not been bad shipowners, but the failures of ratifying States.
9. **The Shipowner Vice-Chairperson** welcomed the high level of participation at the meeting, which served as testimony to the significance of the MLC, 2006. He recalled that the Officers of the STC had met regularly over recent years and, with support from the secretariat, had sought to find solutions to some terrible problems. He gave thanks to the Chairperson for her sterling service over a very difficult period. It was satisfying to note that 101 countries

had now ratified the MLC, 2006, following closely on the celebration of the ILO's Centenary. The MLC, 2006, was a young living Convention, and the target now had to be its ratification by 150 countries. During the pandemic, the vital importance of multilateralism had been demonstrated and the United Nations system had shown both its strengths and weaknesses. Better cooperation was clearly needed. He also gave thanks to the Director-General for his support, particularly in addressing humanitarian issues. The focus of the current meeting should be on seafarers and its main task was to examine the 12 proposals for the amendment of the Code of the MLC, 2006. The first five proposals were being put forward jointly by the Seafarers' and Shipowners' groups and were intended to address issues that had come to the fore over the past few years. The ILO was unique and the MLC, 2006, was unique in that they were both based on strong social dialogue, from which others could learn. The social partners could be proud of what they had achieved. The Convention should be seen as a journey, rather than a destination. However, prudence was required. Any changes proposed must not compromise other matters and should be of substantial importance. It should also be emphasized that the adoption of too many amendments to the Code of the Convention could act as a deterrent to further ratifications. The aim was for the MLC, 2006, to acquire equal status in terms of ratification with the IMO Conventions. It was encouraging that the MLC, 2006, already covered over 96 per cent of the gross tonnage of the world fleet. However, more progress was needed to reduce the number of non-compliant ships. It was not the fault of shipowners if determinations concerning implementation differed between ratifying States, as noted by the Committee of Experts on the Application of Conventions and Recommendations (CEACR). Such differences in implementation should not result in the detention of ships, but should be brought to the attention of the STC. It should not be forgotten that, over the past two-and-a-half years, when so many economic activities had ceased, ships and seafarers had never stopped, and many seafarers had continued working well beyond the periods set out in their employment contracts. It was essential to show that their sacrifices had been noted and were appreciated.

10. **The Government Vice-Chairperson** recalled that the main task of the present meeting of the STC was to consider the proposals for amendment of the Convention in accordance with Article XV, submitted by the tripartite constituents. He wished the STC success in achieving a fruitful outcome and resolving issues that had arisen before and during the pandemic.
11. **A representative of the Government of France, speaking on behalf of the European Union (EU) and its Member States, the candidate countries, Montenegro and Albania, and Georgia,** emphasized that the MLC, 2006, was an essential instrument not only for the promotion of decent work, but also for the improvement of the working and living conditions of seafarers and fairer competition for shipowners worldwide. As demonstrated by the past few years, such instruments were of paramount importance in establishing international labour standards and providing regulatory guidance across the globe, especially in times of crisis. However, any such instruments had to be drafted with a view to their continued relevance in order to meet the changing maritime and global situation. He therefore welcomed the submission of 12 proposals for amendments by the social partners and governments which sought to address new and emerging needs in the sector, including the proposal by the Member States of the EU, which aimed to safeguard the rights of seafarers with respect to the service periods on board. The pandemic had highlighted the importance of the MLC, 2006, and the essential role of seafarers, and had exposed the difficult and challenging environment in which they operated. Many seafarers had and were still working far beyond the duration of their contracts and sometimes even beyond the maximum period of service on board set out in the MLC, 2006, to the detriment of their

health and of maritime safety. The international shipping industry, with its 2 million seafarers, was key to ensuring the continued supply of goods, including energy, medical supplies and food. The Member States of the EU believed that seafarers should be recognized as key workers and had issued guidelines on facilitating their free movement and health and safety, as well as guidance on crew changes and repatriation, during the pandemic. They also welcomed the guidance issued by the ILO and IMO during that period. In addition to the pandemic, seafarers were often at the mercy of geopolitical circumstances, as illustrated by the hundreds of seafarers stranded in Ukrainian ports and nearby waters following the aggression by the Russian Federation against Ukraine, and as a result were experiencing dire conditions amidst fears for their safety. The Member States of the EU had always supported the ILO's work on the MLC, 2006. Nearly all its Member States, including those that were landlocked, had ratified the Convention. The bulk of the Convention had been implemented in EU law through a social partner agreement, while the implementation and enforcement of its rules were safeguarded through further EU legislation on flag State requirements and port State control. The Member States of the EU wished to achieve a level playing field in the maritime industry. They welcomed the recent further amendments of the Convention and encouraged the Office to promote its further ratification. They supported all efforts geared towards the effective and full implementation of the Convention.

12. **A representative of the Government of Türkiye** recalled that the pandemic had adversely affected humanity and that its impact was still being felt. Seafarers were among the most severely affected groups and had been faced with many serious difficulties, such as the denial of medical care, deprivation of their rights to repatriation and leave, lack of access to drinking water and the excessive extension of periods of service on board, thereby endangering occupational safety and health (OSH), the safety of navigation and the protection of the marine environment. There had been thousands of individual claims relating to violations of the MLC, 2006. The ILO and IMO had urged governments to designate seafarers as key workers, as his country had done, in order to exempt seafarers from pandemic-related travel restrictions. Nevertheless, despite those calls, the necessary structural changes had not been adopted to resolve the urgent situation of seafarers. He therefore welcomed the proposals submitted by the constituents that sought to address the obstacles to implementation and the extreme conditions highlighted during the pandemic.
13. **A representative of the Government of Liberia**, in its capacity as a major flag State, emphasized the importance of seafarers enjoying the preferential status of key workers. It was also necessary to take action to improve the difficult working and living conditions of seafarers, and especially the problems highlighted in recent years. He hoped that the proposals placed before the STC would help to resolve the challenges faced during the pandemic.
14. **An observer representing Seafarers Rights International (SRI)** noted that the present meeting was being held at a historic moment. The shipping industry was facing many challenges that were threatening global supply chains, seafarers' rights were being violated and their lives were at risk. The work of the STC had never been more important. While welcoming the recent ratifications of the MLC, 2006, many more ratifications were needed to bring the MLC, 2006, on a par with the other three pillars constituted by the IMO Conventions, and to render the "no more favourable treatment" clause truly operational. In its general observation, the CEACR had indicated that the pandemic had severely tested the legal framework set out in the MLC, 2006. Any amendment adopted should be clear and not give rise to ambiguity or uncertainty so as to ensure harmonious implementation and

enforcement. Such issues as the designation of seafarers as key workers and the fair treatment of seafarers involved in maritime accidents and incidents could constitute future subjects for examination by the STC.

15. During the course of the meeting, the Shipowner Vice-Chairperson welcomed the news that the last remaining seafarers from Kiribati who had been awaiting repatriation during the pandemic had managed to return home following an ordeal that in some cases had lasted over two years. Great gratitude should be expressed to the Office and the social partners for all the efforts made to resolve that situation.
16. **The Seafarer Vice-Chairperson** expressed great relief that the ordeal of the seafarers concerned, who had been denied their right to repatriation by their own Government, was finally over.
17. **The Deputy Secretary-General** informed the meeting that, as requested by the third meeting of the STC, and following the 2014, 2016 and 2018 amendments to the Code of the MLC, 2006, the Guidelines for flag State inspections under the MLC, 2006, as amended, and the Guidelines for port State control officers carrying out inspections under the MLC, 2006, as amended, had been updated and published.

► IV. Proposals for amendments to the Code of the MLC, 2006

18. The meeting had before it 12 proposals for amendments to the Code of the MLC, 2006, as set out in the background paper (STCMLC/Part II/2022/2). Proposals Nos 1 to 5 were made jointly by the Seafarers' and Shipowners' groups, proposals Nos 6 to 10 by the Seafarers' group, proposal No. 11 by the Governments of Australia, France, Kenya, New Zealand, Norway and Panama, and proposal No. 12 by the Governments of 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 and Sweden.

Proposal No. 1 for an amendment to the Code relating to Standard A4.3, paragraph 1(b), of the MLC, 2006

19. The following discussion refers to proposal No. 1 for an amendment to the Code relating to Standard A4.3, paragraph 1(b), of the MLC, 2006, submitted by the Seafarers' and Shipowners' groups, set out in Part II of the background paper, which sought to add in subparagraph (b), following the word "including", the words "through the provision of all necessary appropriately sized personal protective equipment and ...".
20. **The Seafarer Vice-Chairperson**, introducing the proposal, indicated that its purpose was to ensure that due consideration was given to providing, storing and maintaining a suitable amount of personal protective equipment (PPE) in different sizes to fit different body frames with a view to ensuring a safer environment and contributing to widening job opportunities to a larger spectrum of possible candidates who were seeking employment in the maritime industry. The conclusions of the ILO Sectoral Meeting on Recruitment and Retention of Seafarers and the Promotion of Opportunities for Women Seafarers, held in 2019, had highlighted the need to facilitate women's employment in the maritime industry. In

consultation with the Women's Department of the International Transport Workers' Federation (ITF), the Seafarers' group had conducted a brief survey through the women's transport network which had shown that one of the issues relating to PPE was that it was often provided in sizes that were suitable for larger persons, which made it difficult to wear for smaller persons and could potentially contribute to increased risks. The same could also be a problem for younger seafarers and seafarers from geographical regions where body frames were often smaller.

- 21.** **The Shipowner Vice-Chairperson** agreed that the proposal addressed two very important concerns, namely improving OSH and facilitating the recruitment of women seafarers, which would contribute to increasing their employment opportunities.

Amendment A.8

- 22.** Amendment A.8, submitted by the Government of Japan, sought, in Standard A4.3, paragraph 1(b), to delete the additional wording set out in the proposal and replace it with the following words "the provision of adequate number of personal protective equipment the sizes of which properly fit the bodies of seafarers on board ships".
- 23.** **A representative of the Government of Japan**, introducing the amendment, explained that, while generally supporting the proposal as originally submitted, the present amendment sought to further clarify its purpose and give an indication of how it could be achieved.
- 24.** **A representative of the Government of the Cook Islands** seconded the amendment, which added the important concept that PPE would have to fit the bodies of the seafarers who were on board ships.
- 25.** **The Seafarer Vice-Chairperson**, while appreciating the purpose of the amendment, was not convinced that it added clarity. Indeed, it might result in additional logistical issues for crew changes by requiring proof that PPE fitted the bodies of the seafarers on board. The amendment might therefore in practice make it more difficult to achieve the purpose of the proposal.
- 26.** **The Shipowner Vice-Chairperson** agreed with the Seafarer Vice-Chairperson that the original wording of the proposal offered sufficient clarity, and that it was not necessary for shipowners to provide all sizes of PPE at all times.
- 27.** **The Government Vice-Chairperson** said that, while supporting the concept behind the amendment, the original wording of the proposal was preferable.
- 28.** As Amendment A.27, submitted by the Government of the Cook Islands, addressed the same point as Amendment A.8, it was not considered.
- 29.** The meeting agreed to retain the original wording of proposal No. 1.

Proposal No. 2 for an amendment to the Code relating to Standard A3.2, paragraphs 2(a) and (b) and 7(a), of the MLC, 2006

- 30.** The following discussion refers to proposal No. 2 for an amendment to the Code relating to Standard A3.2, paragraphs 2(a), 2(b), and 7(a), of the MLC, 2006, submitted by the Seafarers' and Shipowners' groups, as set out in Part II of the background paper, which sought: in paragraph 2(a) to add, at the end of the paragraph, the words ", and shall be provided

free of charge during the period of engagement"; in paragraph 2(b) to add, after the word "varied", the word ", healthy": and in paragraph 7(a), to add, after the word "supplies", the words ", quantity, nutritional value and quality".

31. **The Seafarer Vice-Chairperson**, introducing the proposal, recalled that, while Standard A3.2 addressed the issue of food supplies, which had to be provided free of charge and be of appropriate quality, the reference to water in paragraph 1 was not accompanied by an explicit indication that it had to be provided free of charge. It should be recalled that access to drinking water was a human right. The link between drinking water and well-being was well documented and researched by internationally recognized health and medical organizations. Many governments had issued guidelines on welfare at work which recommended the provision of water to employees and encourage frequent drinking breaks. The environment in which seafarers operated was often characterized by extreme heat, enclosed spaces, and their work was often physically or mentally demanding. The loss of fluid was therefore a high risk and could affect their attention and concentration levels. Research had shown, for example, that seafarers who worked in the environment of an engine room might suffer from kidney stones due to the inadequate consumption of drinking water in a hot environment. The regular consumption of water was encouraged to address that issue. It was a duty of care, as highlighted in Article IV of the MLC, 2006, that every seafarer had the right to decent working and living conditions on board ship, which should also be extended to the provision of drinking water and the encouragement of frequent drinking breaks.
32. **The Shipowner Vice-Chairperson** agreed that the main issue of concern was the provision of healthy water for drinking. However, for environmental reasons, it should not be water in plastic bottles. On a minor editorial point, he recalled that the Regulation referred to drinking water of appropriate "quality, nutritional value and quantity". That order of wording should be preserved in the proposed amendment to paragraph 7(a).

Amendment A.55

33. Amendment A.55, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in paragraph 2(b), to replace the word "healthy" by the word "balanced".
34. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, said that the term "healthy" might well be construed as subjective, and it was therefore considered that the word "balanced" was broader in meaning and included the concept of being healthy.
35. **The Shipowner Vice-Chairperson** understood that the modification was the result of a well-founded discussion and could accept it. The Seafarer Vice-Chairperson and the Government Vice-Chairperson also supported the amendment. It was so agreed.

Amendment A.56

36. Amendment A.56, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in paragraph 7(a), to add, after "nutritional value", the word ", variety".

37. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, indicated that the amendment was intended to ensure consistency of wording with paragraph 2(a), which also included the word "variety".
38. It was so agreed.
39. **The Shipowner Vice-Chairperson** noted that in some ports in regions throughout the world it was very difficult for ships to obtain water, particularly if they remained in the port for a long period, for example in cases of the abandonment of ships. It should be clearly understood that the MLC, 2006, supported access to water for ships in ports, and that ensuring access to water was not just the obligation of shipowners, but also of national authorities.
40. The meeting approved proposal No. 2, as amended.

Proposal No. 3 for an amendment to the Code relating to Standard A2.5.1, paragraph 8, of the MLC, 2006

41. The following discussion refers to proposal No. 3 for an amendment to the Code relating to Standard A2.5.1, paragraph 8, of the MLC, 2006, submitted by the Seafarers' and Shipowners' groups, as set out in Part II of the background paper, which sought to add the following new sentence at the end of the paragraph: "In circumstances where applicable laws require the presence on board of seafarers to guarantee safety, national seafarers shall be engaged, and if there are no qualified seafarers available, non-national seafarers shall be engaged to comply with the obligations of this Standard."
42. **The Seafarer Vice-Chairperson** said that the importance of the present amendment had been greatly highlighted during the pandemic, although the issue had existed beforehand and would probably persist. The amendment focused on the plight of seafarers who were required to remain on board ships beyond their normal period of duty due to the financial circumstances of the shipowner or the shipowner's inability or unwillingness to replace them. Massive problems had been experienced in that regard during the pandemic. In such situations, the seafarer was the weakest party. In view of the number of cases experienced during the pandemic in which seafarers should have been able to return home at the end of their contracts, but had been unable to do so, the proposal was to reinforce and refocus the basic provisions that were already contained in the MLC, 2006. For example, paragraph 5(a) and (b) already covered the role of flag and port States in ensuring the repatriation of seafarers in cases where shipowners failed to do so, including the recovery of the costs of repatriation. Three main issues arose with regard to the subject covered by the proposal. First, abandoned seafarers must be able to return home, and their right to do so, as set out in the MLC, 2006, must not be abrogated, regardless of the circumstances. At the same time, it was necessary to ensure the availability of the minimum number of seafarers required to ensure the safety of the vessel. Second, in cases where ships were abandoned and were not docked in port, but were anchored elsewhere, regulations in other fields, such as the safety of the ship, for example as set out in the International Convention for the Safety of Life at Sea (SOLAS), could prevent the seafarers from leaving the ship and returning home. Solutions needed to be found so that such requirements did not result in the forced labour of the seafarers concerned. Third, it was therefore a multi-stakeholder responsibility to help provide the seafarers who were required to fulfil safety requirements in relation to abandoned ships. There had been many cases of abandonment, particularly during the pandemic, and the current text of the MLC, 2006, was not sufficiently specific on the related rights and duties.

43. **The Shipowner Vice-Chairperson** emphasized that the joint proposal by the Seafarers' and Shipowners' groups was intended to address an extremely important issue for seafarers which had arisen prior to the pandemic and would be likely to continue, but which had been brought to the fore during the pandemic. Although the present provisions of the MLC, 2006, were clear, they had not had the required impact and seafarers had been left on board ships for considerable periods of time. The proposal was intended to provide clarity around the related requirements and a proposed means of resolving the matter.

Amendments A.80 and A.29

44. Amendment A.80, submitted by the Governments of the Marshall Islands and Norway, sought, in paragraph 8 of Standard A2.5.1, to delete the additional sentence suggested in the proposal.
45. **A representative of the Government of Norway** indicated that the proposed deletion was not founded on a lack of concern or recognition of the problem that the proposal was intended to address, but rather the nature of the action proposed within the context of the MLC, 2006. For example, one of the difficulties related to the definition of "ship" in the Convention, which, *inter alia*, excluded ships that operated in inland waters or "areas where port regulations apply", which meant that the proposed solution went beyond the scope of the MLC, 2006. Moreover, although the proposal was intended to clarify responsibilities, in his view it would be very difficult to apply. In light of the solution proposed in Amendment A.63, which was more fully within the scope of the MLC, 2006, the authors withdrew Amendment A.80 in favour of Amendment A.63.
46. **A representative of the Government of the Cook Islands** agreed with the previous speaker and withdrew Amendment A.29, which was identical to Amendment A.80.

Amendment A.63

47. Amendment A.63, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in paragraph 8 of Standard A2.5.1, to replace the proposed new sentence with the following new sentence: "In circumstances where applicable laws require the presence on board of seafarers to guarantee the safety of the ship, a Member, including any port State, cannot prevent the timely repatriation of any seafarer, even if the ship is considered by this Member to be abandoned."
48. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, said that the intention behind the proposal required clarification. In particular, it was not clear which party would be responsible for ensuring the manning of the ship required for safety purposes. Consideration could also be given to the proposed wording set out in Amendment A.41.
49. **The Shipowner Vice-Chairperson** welcomed the consideration given to the issue and the efforts made to move towards a compromise. The most important principle was that nothing could lead to the abrogation of the rights of the seafarers concerned. The compromise text proposed by the Member States of the EU could offer a basis for agreement, but would need further refinement. For example, the words "not prevent", which meant that the governments concerned should not actively oppose the repatriation of seafarers, was not acceptable and should be replaced by the words "shall facilitate". Port States needed to comply with their obligations. Second, the term "Members shall cooperate"

went in the right direction. It was essential to ensure that any seafarers who were engaged under such circumstances benefited from their rightful entitlements and that the original seafarers were able to return home.

50. **The Seafarer Vice-Chairperson** appreciated the efforts that were being made to find a compromise solution. However, further work would be required to ensure that the new wording would make a substantive difference to seafarers who were being denied their right to repatriation. Although the current text of the MLC, 2006, was clear about where the related responsibilities lay, too many port States were impeding the implementation of the related responsibilities. The intention of the original proposal was to help port States in the implementation of their duties, particularly in the case of abandoned ships.
51. **A representative of the Government of the Russian Federation** emphasized that any provision adopted should be of universal application, or at least applicable in as many circumstances as possible. The wording proposed in the present amendment would not be applicable if a crew were abandoned in a country that was not bound by the Convention. It might therefore be advisable to consider Amendment A.41 in preference to the present amendment.
52. **A representative of the Government of the United Kingdom**, with reference to the text that it was proposed to delete in the subamendment put forward by the authors of Amendment A.63, considered that the term "national seafarers" could be replaced by the words "new seafarers".
53. **A representative of the Government of Belgium** noted that the concept of an abandoned ship was not defined in the Convention. It would therefore be better to replace the words "even if the ship is considered by this Member to be abandoned" by the words "on which seafarers were recently abandoned".
54. **A representative of the Government of the Marshall Islands** agreed that the reference to the concept of an abandoned ship should be replaced by seafarers who were abandoned, which was more in line with the MLC, 2006.
55. **A representative of the Government of Norway** said that he would be willing to accept the wording proposed by the representative of the Government of Belgium.
56. **The Shipowner Vice-Chairperson** welcomed the idea of referring to new or replacement seafarers, although the wording might be improved still further by referring to any seafarer engaged on a ship to replace seafarers who have been abandoned. However, the words "Members shall cooperate", although active, did not indicate which party would be required to take action.
57. **A representative of the Government of Brazil** agreed that the amendment was not sufficiently clear in specifying the parties responsible for taking action, particularly in support of the port State. That could be resolved by adding, after the words "port State", the words "shall be supported by the flag State". It would also be necessary to clarify which party would bear the costs of ensuring the manning of an abandoned ship for safety purposes. He therefore proposed the addition of the following sentence at the end of paragraph 8: "Costs incurred in ship safety of an abandoned ship shall be supported by the shipowner or by the Member whose flag the ship flies."
58. **The Shipowner Vice-Chairperson** did not consider that the subamendments proposed by the representative of the Government of Brazil clarified the wording. It was sufficiently clear in paragraph 6 of Standard A2.5.1 how the cost of repatriation was to be reimbursed in cases where a shipowner failed to make the necessary arrangements to meet the cost of

repatriating seafarers. What was important in the proposed amendment was which party would pay for the cost of the replacement crew. It would be necessary to establish a hierarchy involving the flag State, the port State and perhaps the labour-supplying State. Whatever the solution, the repatriation of the abandoned crew was primordial.

59. **The Seafarer Vice-Chairperson**, although grateful for the efforts that were being made to achieve agreement on the wording, did not yet consider that a solution had been found that guaranteed the repatriation of seafarers who had been abandoned. Although the term "facilitate" was an improvement, the reference to "a Member" introduced a certain confusion, as there was no indication of which Member would be responsible for taking the necessary action. The word "recently" also increased the confusion. The final subamendment proposed by the representative of the Government of Brazil concerning the costs incurred was not necessary, as the provisions of the Standard on the recovery of costs were sufficiently clear.
60. **A representative of the Government of Norway** considered that the main problem consisted of the failure to implement the provisions already contained in the Convention, and was not convinced that making the text more precise would help in solving the problem. He did not therefore support the subamendments proposed by the representative of the Government of Brazil. Some of the implementation issues raised might be more effectively dealt with by the joint ILO-IMO working group that was to be set up. As the issues raised were covered by SOLAS, the IMO would need to be involved, especially its Legal Committee, which played an important role in issues relating to abandonment.
61. **A representative of the Government of Japan** agreed that the proposal raised complex issues that went beyond the competence of the ILO.
62. **A representative of the Government of the Marshall Islands** considered that some of the detailed provisions would be more appropriate in the Guidelines. The text in the Standard should cover broader issues.
63. **A representative of the Government of Barbados** agreed that the main issue was which party should cover the cost of the replacement crew. Several parties were involved, but the first in line should be the flag State in cases where the crew were abandoned by the shipowner.
64. **A representative of the Government of the United Kingdom** considered that, although "Member" appeared to be clear, it could be replaced by the "port and flag States". Instead of using the word "recently", reference could be made to "seafarers who have been abandoned".
65. **A representative of the Government of Liberia** added that there had been cases in which the replacement seafarers had ended up in the same situation as those originally manning the ship. The words "and labour-supplying States" should therefore be added following flag and port States.
66. **The Shipowner Vice-Chairperson** agreed with the deletion of "recently" and the replacement of "Member" by "port and flag States". The text should also refer to seafarers who had been abandoned "in its territorial waters", rather than "in its territory". The text would also be clearer if it were shortened by the removal of the beginning of the sentence: "In circumstances where applicable laws require the presence on board of seafarers to guarantee the safety of the ship". Finally, in response to the suggestion that the issue could be covered by guidelines developed by the joint ILO-IMO working group, he emphasized that the matter raised concerned fundamental principles that needed to be dealt with in the

body of the Convention. Such principles could be supplemented by guidelines, which were primarily intended for States that had not yet ratified the Convention.

67. **The Seafarer Vice-Chairperson** agreed with the proposal to replace “recently” and the inclusion of a reference to port and flag States. He also agreed with the removal of the first part of the sentence. However, the word “will” was weak, and the sentence should begin “Members shall facilitate ...”.
68. **A representative of the Government of Norway** opposed the proposal by the Shipowner Vice-Chairperson to replace the word “territory” by “territorial waters”. He explained that, in accordance with the relevant legislation, most port areas were not considered to be within national territorial waters. The proposed subamendment would therefore significantly reduce the application of the Convention in relation to the issue under discussion.
69. **A representative of the Government of the United Kingdom**, noting that Standard A2.5.1, paragraph 7, referred to ships passing through a Member’s “territorial or internal waters”, indicated that that wording might be appropriate to replace “territory”.
70. **The Shipowner Vice-Chairperson** agreed to retain the term “territory” on the understanding that it was considered to include both territorial and internal waters. The Chairperson took note of that specification and indicated that the drafting committee could examine the issue. She proposed the approval of Amendment A.63, as subamended.
71. It was so agreed.
72. **A representative of the Government of the Russian Federation** withdrew Amendment A.2 in light of the adoption of Amendment A.63, as subamended.

Amendment A.41

73. Amendment A.41, submitted by the Government of Brazil, sought, in paragraph 8 of Standard A2.5.1, to replace the proposed new sentence with the following new sentence: “In circumstances where applicable laws require the presence on board of seafarers to guarantee safety, the shipowner, the financial security provider, or the flag State shall engage national seafarers of the port State, and if there are no qualified seafarers available, non-national seafarers shall be engaged to comply with the obligations of this Standard.”
74. **A representative of the Government of Brazil**, introducing the amendment, said that it was intended to give more substance to the text set out in the original proposal.
75. **A representative of the Government of China** seconded Amendment A.41 and indicated that it was necessary to pay careful attention to situations in which ships were not manned, which could give rise to safety issues.
76. **The Shipowner Vice-Chairperson** agreed that the need to continue manning abandoned ships for safety reasons was of great importance. However, the issue was already adequately covered by paragraph 5. He did not therefore support the amendment.
77. **The Seafarer Vice-Chairperson** indicated that the discussion on the proposed amendments had been very helpful. What was important was that port States now had a further option if they needed to maintain abandoned vessels within their territory, and that they were under an obligation not to prevent seafarers on such ships from returning home. Many seafarers had been left for years on abandoned ships, often without pay and maintained only by charities or other initiatives, in a situation that clearly constituted forced labour.

- 78. **A representative of the Government of Norway** considered that the solution outlined in Amendment A.63, as subamended, was quite sufficient to deal with the issues raised by the representative of the Government of Brazil. He did not therefore support Amendment A.41.
- 79. **A representative of the Government of Brazil**, in light of the discussion, withdrew Amendment A.41 in favour of Amendment A.63, as subamended.
- 80. The meeting approved proposal No. 3, as amended.

Proposal No. 4 for an amendment to the Code relating to Standard A4.1, new paragraphs 5 and 6, and Guideline B4.1.3, new paragraphs 4 and 5, of the MLC, 2006

- 81. The following discussion refers to proposal No. 4 for an amendment to the Code relating to Standard A4.1, new paragraphs 5 and 6, and Guideline B4.1.3, new paragraphs 4 and 5, of the MLC, 2006, submitted by the Seafarers' and Shipowners' groups, as set out in Part II of the background paper. The proposal sought to add to Standard A4.1 the following new paragraphs:
 - "5. Each Member shall ensure that seafarers in need of immediate medical care are promptly disembarked from ships in its territory and admitted to medical facilities ashore for the provision of appropriate treatment."
 - "6. Where a seafarer has died during a ship's voyage, the Member in whose territory the death has occurred, or, where the death has occurred on the high seas, into whose territorial waters the ship next enters, shall facilitate the repatriation of the body or ashes, in accordance with the wishes of the next of kin."

It also sought to add to Guideline B4.1.3 the following new paragraphs:

- "4. Each Member should ensure that seafarers are not prevented from disembarking for public health reasons, and should have access to stores, fuel, water, food and supplies."
- "5. Seafarers should be considered to be in need of immediate medical care in case of:
 - (a) any life-threatening injury or disease;
 - (b) any communicable disease which poses a risk of transmission to other members of the crew;
 - (c) any injury involving broken bones, severe bleeding, broken or inflamed teeth or severe burns;
 - (d) severe pain which cannot be managed on board ship (taking account of the operational pattern of the ship, the availability of suitable analgesics and the health impacts of taking these for an extended period)
 - (e) danger of suicide; and
 - (f) a tele-medical advisory service has recommended treatment ashore."

- 82. **The Shipowner Vice-Chairperson** emphasized that the experience of the pandemic had shown that seafarers had suffered significantly from the denial of medical care. The purpose of the proposal was to improve the situation in future. He gave thanks to all the governments which had been very receptive to the needs of seafarers who had been ill or injured during the pandemic. Some governments had been very supportive in such

situations, although others had not. With much effort, solutions had normally been found in those cases, although often after overcoming great difficulties. Even though proposed new paragraph 5 was already largely covered by Guideline B4.1.3, paragraph 3, the provision needed to be upgraded to a Standard, as the guidance contained in Guideline B4.1.3 was not being implemented adequately. The fact that there had been hundreds of cases of seafarers who had been denied medical treatment meant that there was a compelling need to remedy what could now be seen as a failing in the text of the Convention. Moreover, the proposal sought to address a further problem that had come to light during the pandemic. It was necessary to re-emphasize that, following ratification, the provisions of the Convention were binding for the whole administration, and not just the ministry of transport. The refusal by national administrations responsible for health and border control to admit seafarers in need of urgent medical care had resulted in suffering and death for the seafarers concerned as a result of lack of treatment. It should also be recalled that the medical treatment provided to seafarers in need should not be different from that available to nationals. It was essential to ensure that seafarers, who were key workers and who had made many sacrifices to continue supplying everyone during the pandemic, did not suffer discriminatory treatment. Proposed new paragraph 6 in Standard A4.1 was intended to facilitate the repatriation of the bodies or ashes of seafarers who had died during a ship's voyage and was self-explanatory.

83. **The Seafarer Vice-Chairperson** further emphasized the importance of the proposed amendment to the MLC, 2006. The purpose of the proposal was not just to address an issue that had arisen during the pandemic, although the situation had become abundantly clear and had been seriously aggravated by the pandemic. The denial of the disembarkation of seafarers who were in urgent need of medical treatment was a denial of one of the fundamental rights set out in the Convention. It had been necessary during the pandemic for the social partners to intervene with governments, including through the good offices of the STC and the ILO, to ensure the provision of the necessary treatment. The Governing Body had adopted an important resolution on the denial of seafarers' rights during the pandemic, including the right to medical treatment. It was therefore necessary to give greater visibility to that important right of seafarers, as key transport workers who had kept the world operating during the crisis, often at great personal sacrifice. The proposal did not change the obligations of ratifying States, but gave greater emphasis to the obligation to ensure the provision of medical treatment for seafarers ashore in emergency situations by placing the provision in the Standard.

Amendment A.42

84. Amendment A.42, submitted by the Government of Brazil, sought, in Standard A4.1, in proposed new paragraph 5, to replace the words "ensure that" by the words "not deny disembarkation" and to delete the words "are promptly disembarked". The amendment was seconded by a representative of the Government of the United Kingdom.
85. **A representative of the Government of Brazil**, introducing the amendment, said that once a Member State had been informed by the shipowner of a medical emergency and the need for the disembarkation of the seafarer to receive medical treatment, it should ensure that nothing prevented such disembarkation.
86. **The Shipowner Vice-Chairperson** was not opposed to the amendment. The word "prompt" was already in the Regulation, and therefore ensured consistency. However, it would be more positive to replace the words "not deny" by the word "facilitate".

87. **The Seafarer Vice-Chairperson** preferred the term “facilitate”, which made the phrase positive. However, greater emphasis still needed to be given to the right of disembarkation of seafarers in such emergency situations.
88. **A representative of the Government of Norway** could accept the amendment, as subamended, although once again the issue that was being addressed was more a matter of implementation. It had been a cause of much sadness and regret that many tragic situations involving seafarers had occurred during the pandemic as a result of the application by health and border authorities of rules intended to protect national populations from infection.
89. **Representatives of the Governments of Brazil and the United Kingdom** agreed with the subamendments proposed.
90. **A representative of the Government of Barbados** fully supported the proposal put forward by the Seafarers’ and Shipowners’ groups, as subamended. During the pandemic, it had been necessary for his Government, as a flag State, to intervene on several occasions to ensure that seafarers were able to disembark in emergencies to receive medical care. It was totally inhumane to deny medical treatment in such circumstances.
91. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, proposed to replace the word “facilitate” by the word “ensure” with a view to further emphasizing the need to ensure the provision of immediate medical care to seafarers in emergency situations.
92. **A representative of the Government of Japan**, while appreciating the importance of disembarkation to receive medical care in emergency situations, recalled the need for the application of restrictions to prevent the further spread of infection during the pandemic. He therefore considered that the proposed text should be placed in the Guidelines.
93. **The Seafarer Vice-Chairperson** agreed with the proposal to use the word “ensure”, which would be consistent with the language used elsewhere in the Standard and the Guidelines. “Facilitate” was too weak. With reference to the intervention by the representative of the Government of Japan, he said that there appeared to be an unspoken hierarchy of priorities, in which the needs and rights of seafarers were placed below those of national populations. In order to reinforce this fundamental right of seafarers, it was important for it to be set out in the Standard.
94. **The Shipowner Vice-Chairperson** said that there should be no hierarchy of applicable standards. It was completely unacceptable for the provisions of the Convention to be applied selectively during a pandemic. For example, it was totally unacceptable that certain States had not accepted the return of seafarers who were their own nationals for over two years during the pandemic. The appropriate place for the proposed provision was in the Standard.
95. **A representative of the Government of South Africa** noted that the unique geographical position of his country, which was responsible for a very large search and rescue area at sea, raised an issue concerning the use of the term “territory” and “territorial waters”. In many cases, emergency medical issues suffered by seafarers started well outside the territorial waters of the countries where ships put in for the disembarkation of the crew member to receive emergency medical treatment. It might be useful to include language in the proposed provision to refer to “the nearest coastal State that can provide medical assistance” to cover such cases.

96. **A representative of the Government of Liberia** recalled that in other provisions of the Convention the terms “territorial or internal waters” were used.
97. **A representative of the Government of Norway** recalled that the term “territorial waters” often did not include internal waters. The use of the term “territory” was broader in scope and was aligned with the terminology in the Regulation.
98. **A representative of the Government of the Russian Federation** opposed the use of the terms “territorial and internal waters”, which would constitute a major limitation if they replaced the term “territory”. The priority was to save human life. It was helpful to add in the Guideline a non-exhaustive list of the cases of disease and injury in which emergency medical care ashore would be required.
99. **A representative of the Government of China** expressed support for the proposal put forward by the social partners and emphasized the need to care for the life, security and integrity of seafarers.
100. **The Shipowner Vice-Chairperson** indicated that the term “territory” was acceptable, although the issue could be further examined by the drafting committee. It was regrettable that the International Health Regulations (2005) appeared to supersede all other sources of international law during the pandemic, even though the WHO had clearly emphasized that their application should not limit the scope of other international instruments. It should therefore be emphasized that the MLC, 2006, was on the same level as all other international sources of law.
101. It was agreed to approve Amendment A.42, as subamended.

Amendment A.57

102. Amendment A.57, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in proposed new paragraph 5 of Standard A4.1, to replace the word “admitted” by the word “transferred”.
103. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, indicated that the purpose of the amendment was largely linguistic, but also to avoid reference to the procedure of the admission of patients to medical facilities.
104. **The Shipowner Vice-Chairperson** sincerely hoped that seafarers in need of medical treatment would not be transferred to medical facilities ashore and then denied admission to those facilities. Moreover, the intention was also to avoid any situation in which seafarers in such cases were given access to medical facilities ashore, only then to be transferred to quarantine facilities where they would not be provided with medical care.
105. **The Legal Adviser** noted that the terminology used in Regulation 4.1, paragraph 3, was “given access to the Member’s medical facilities ashore”. He added that the text of the amendment went on to specify that the seafarer was going to the medical facilities ashore “for the provision of appropriate treatment”, which clarified the purpose of the transfer of seafarers to those facilities.
106. **The Shipowner Vice-Chairperson**, in light of the explanations provided by the Legal Adviser, accepted the use of the term “access”.
107. **A representative of the Government of Norway** noted that the proposed addition, as subamended, was moving closer to the language set out in Regulation 4.1, paragraph 3.

Although he could accept the proposed wording, he doubted that it offered much added value.

108. The Seafarer Vice-Chairperson explained that the added value was in the inclusion of the reference to disembarkation, which was not in the original text.

109. It was agreed to approve Amendment A.57, as subamended.

Amendment A.58

110. Amendment A.58, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in proposed new paragraph 6 of Standard A4.1, to replace the word "facilitate" by the words "not prevent" and to delete the words ", in accordance with the wishes of the next of kin".

111. A representative of the Government of France, speaking on behalf of the Member States of the EU, thanked the social partners for raising an important subject that had taken on greater significance during the pandemic. However, certain technical problems arose with the wording contained in the proposal. It was not clear precisely what facilitation would involve, and difficulties might arise if the next of kin disagreed with the action taken. However, if the authors of the proposal could accept the words "not prevent", it might be possible to retain the reference to the next of kin.

112. The Shipowner Vice-Chairperson preferred to retain the term "facilitate", as "not prevent" was very weak. However, there might be some accommodation with regard to the wishes of the next of kin. In all cases, the wishes of the deceased should prevail. The reference to the next of kin was therefore perhaps somewhat confusing.

113. The Seafarer Vice-Chairperson indicated that the reference to the wishes of the next of kin was taken from Guideline B4.1.4, paragraph 1(k). Cases had occurred during the pandemic when there had been no respect for the cultural or religious traditions of seafarers who had died, which was very disrespectful. It was therefore important to make the provision mandatory through its inclusion in the Standard.

114. Representatives of the Governments of Japan and the Russian Federation supported the original text of the proposal.

115. A representative of the Government of the Cook Islands supported the comments made by the Seafarer Vice-Chairperson.

116. A representative of the Government of Norway agreed with the use of the term "facilitate". As the main responsibility lay with the flag State, the use of the term "ensure" might create some confusion as to where the responsibility lay.

117. The Shipowner Vice-Chairperson, in response to a request for clarification from a representative of the Government of the Republic of Korea, indicated that many cases had occurred in which the bodies of deceased seafarers had been cremated against the wishes of the next of kin. He proposed the addition of the words "of the seafarer or" after the words "in accordance with the wishes" in order to show the clear hierarchy, which was first the wishes of the deceased seafarer, and then those of the next of kin.

118. A representative of the Government of China considered that Guideline B4.1.4, paragraph 1(k) already set out the procedure to be followed in the case of the death of a seafarer on the high seas.

- 119. A representative of the Government of Singapore proposed the addition of the requirement, when the death of a seafarer occurred at sea, for the ship to put into the nearest port.
- 120. A representative of the Government of France, speaking on behalf of the Member States of the EU, did not agree that the ship should head directly for the nearest port. The choice of port should be left to the shipowner. He added that the primary responsibility for the repatriation of the body or ashes of a deceased seafarer lay with the shipowner. He therefore proposed the addition of the words "by the shipowner" after the words "body or ashes".
- 121. The addition of the words "of the seafarer or" and "by the shipowner" was supported by the representatives of the Governments of Canada, Japan, Liberia, Marshall Islands, the Republic of Korea, and the United Kingdom. They also opposed any specification of the port into which the ship should be directed under those circumstances. It was further noted that the approval of the new paragraph would require the consequential deletion of Guideline B4.1.4, paragraph 1(k), which would become redundant.
- 122. The Shipowner Vice-Chairperson, in response to a request for clarification from a representative of the Government of Japan, indicated that the wishes of the deceased seafarer referred to the wishes set out in the seafarer's will or expressed by any other means. If those wishes were in conflict with those of the next of kin, the wishes of the seafarer would prevail.
- 123. The Seafarer Vice-Chairperson added that such wishes were often recorded as part of the pre-employment process.
- 124. It was agreed to approve Amendment A.58, as subamended.

Amendment A.59

- 125. Amendment A.59, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in Guideline B4.1.3, in the chapeau to proposed new paragraph 5, to add, at the end of the chapeau, the words ", but not limited to".
- 126. A representative of the Government of France, speaking on behalf of the Member States of the EU, explained that the examples provided in the proposed new paragraph were pertinent, but that the list of examples should not be limitative.
- 127. It was so agreed.

Amendment A.54

- 128. Amendment A.54, submitted by the Government of Türkiye, sought, in Guideline B4.1.3, in proposed new paragraph 5(a), to add the words "; or any injury and disease that would lead to temporary or permanent disability".
- 129. A representative of the Government of France, speaking on behalf of the Member States of the EU, seconded the amendment, which he considered to provide greater clarity.
- 130. A representative of the Government of Türkiye, introducing the amendment, explained that medical care was required for seafarers in the case of injury or disease that was both life-threatening and which might lead to temporary or permanent disability.

131. **The Shipowner Vice-Chairperson** did not consider the amendment helpful. The proposed new paragraph addressed the situation of seafarers who were in need of immediate care. However, it could take a long time to determine whether a medical condition would lead to temporary or permanent disability.
132. **The Seafarer Vice-Chairperson**, while appreciating the intent behind the proposed amendment, agreed that nothing should delay the provision of immediate medical care to seafarers who were in need of it.
133. The amendment was supported by representatives of the Governments of the Russian Federation, Brazil and the Republic of Korea, who considered that it contributed to protecting a human right and a fundamental right of seafarers.
134. **A representative of the Government of the Russian Federation** noted that it was frequently the case that there was an absence of specialist medical knowledge on board ship to determine whether a disease or injury was likely to lead to temporary or permanent disability.
135. **A representative of the Government of the United Kingdom** supported the amendment and suggested that the word "and" should be replaced by "or".
136. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, indicated that the text would be more flexible if the word "would" was replaced by the word "might".
137. **The Shipowner Vice-Chairperson** considered that the amendment would be more acceptable if the new words were placed in a separate subparagraph. He also proposed the replacement of the term "life-threatening" by the word "serious", which would have the effect of lowering the bar for situations in which seafarers were considered to be in need of urgent medical care. A Shipowner spokesperson added that the social partners were producing new international medical guidance for seafarers and fishers which recognized that those on board the ship did not always have the competence to issue a medical opinion concerning the seriousness of the condition of seafarers suffering from injury or disease. If the person responsible felt that the seafarer should be taken ashore for medical treatment, that should be sufficient.
138. **The Legal Adviser**, in response to a request for clarification, expressed the view that there appeared to be a declining order of severity in the proposed list of conditions, especially if the wording concerning temporary or permanent disability was placed in a separate subparagraph.
139. **The Seafarer Vice-Chairperson** agreed that it was useful to lower the bar for seafarers being considered to be in need of immediate medical care through the use of the word "serious" rather than "life-threatening". It should be recalled that all the examples provided in the enumeration were there for the reason that they had occurred over the past two years. The amendment should not be needed, as the provisions of the Convention were already clear, but some governments had failed to give effect to them, especially during the pandemic.
140. It was agreed to approve Amendment A.54, as subamended.

Amendment A.60

141. Amendment A.60, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia,

Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in Guideline B4.1.3, in proposed new paragraph 5(b), to add the words "acute cases of" after the word "any".

142. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, introducing the proposed amendment, indicated that it was not the intention of the language in the proposal to refer, for example, to a simple cold. The addition of the word "acute" would ensure that the disease was determined by medical advice.
143. **The Shipowner Vice-Chairperson** considered that it was not for someone on board ship to determine whether a case of a communicable disease was acute and therefore opposed the amendment. During the pandemic, there had been many cases of medical care being denied to seafarers suffering from COVID-19.
144. **The Seafarer Vice-Chairperson** said that the communicable diseases concerned were those that placed the rest of the crew at risk. It was clear that they did not include common colds or mild cases of flu. Moreover, the concept of "acute" might give rise to translation problems in other language versions.
145. **Representatives of the Governments of the United Kingdom, the Russian Federation and Jordan** preferred the original language in the proposal and therefore opposed the amendment.
146. **A representative of the Government of Jordan** added that a list of communicable diseases identified by the WHO which were liable to affect other crew members should be made available.
147. Amendment A.60 was withdrawn by its authors.
148. **The Legal Adviser** sought the guidance of the STC on an issue raised by the drafting committee concerning proposed new paragraph 4 in Guideline B4.1.3, to which no amendments had been proposed and which had not been discussed in detail by the plenary. The second part of the new paragraph as proposed indicated that each Member should ensure that seafarers "should have access to stores". It was understood that the reference was to ships' stores, and it therefore made little sense to call on Members to ensure such access.
149. **A Shipowner spokesperson** indicated that the intention was that seafarers should be able to replenish ships' stores.
150. It was agreed to approve proposal No. 4, as subamended.

Proposal No. 5 for an amendment to the Code relating to Appendix A2-I, subparagraph (g), and Appendix A4-I, subparagraph (g), of the MLC, 2006

151. The following discussion refers to proposal No. 5 for an amendment to the Code relating to Appendix A2-I, subparagraph (g), and Appendix A4-I, subparagraph (g), of the MLC, 2006, submitted by the Seafarers' and Shipowners' groups, as set out in Part II of the background paper. The proposal sought to add the following words at the end of both subparagraphs: "or the registered owner".
152. **The Shipowner Vice-Chairperson**, introducing the proposal, indicated that it sought to address a compelling need. A Shipowner spokesperson explained that it was a not

infrequent occurrence for port State control officers to issue deficiency notices to ships calling at their ports for alleged non-compliance with Standards A2.5.2 and A4.2 on the grounds that the shipowner named on the financial security certificate must be the party named on the Declaration of Maritime Labour Compliance (DLMC). In such cases, if the name of the shipowner on the DLMC was not identified as the registered owner of the vessel, it was considered that the ship did not have the necessary financial security, which was not in practice the case, and a deficiency notice was issued. The proposal was intended to address that issue.

Amendments A.61 and A.3

153. Amendment A.61, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in Appendix A2-I, subparagraph (g), to replace the words "or the registered owner" by the words "or the current registered owner(s), if different to the shipowner". Amendment A.3, submitted by the Government of the Russian Federation, sought, in Appendix 2-I, subparagraph (g), to delete the word "registered" from the additional wording proposed by the social partners.
154. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, introducing Amendment A.61, indicated that he supported the intent behind the proposal made by the social partners and was aware of the difficulties faced by Protection and Indemnity Clubs (P&I Clubs) in cases where shipowners were not the registered owners of ships. It was prudent to ensure the validity of financial security certificates, which guaranteed the rights of seafarers. Amendment A.61 sought to bring the wording into line with the Continuous Synopsis Records (CSR) of the flags, owners, operators and charterers of ships, issued under SOLAS.
155. **A representative of the Government of the Russian Federation**, introducing Amendment A.3, acknowledged that financial security certificates could take different forms and therefore appreciated the intent behind the proposal. However, while the term "owner" was included in the definition of "shipowner", there was no definition in the MLC, 2006, of the term "registered owner". He therefore proposed to delete the word "registered". It might, however, be useful to include a reference to the insurer that issued the policy covering the rights of seafarers.
156. **The Shipowner Vice-Chairperson** noted Amendment A.61, which might be helpful. However, he was not sure whether Amendment A.3 offered any improvement. He welcomed the support expressed for the proposal to address a clear proven need and thereby avoid the unwarranted issuance of deficiency notices.
157. **The Seafarer Vice-Chairperson** was not convinced of the need to remove the word "registered". However, Amendment A.61 was helpful and could be accepted.
158. **The Government Vice-Chairperson** said that there had been extensive discussion in the Government group concerning the present proposal, particularly with regard to the definition of "registered owner". The proposal to add the word "current" could give rise to difficulties. Although there was broad support for the original proposal, it would be helpful for representatives of P&I Clubs to provide further information on the difficulties experienced in practice.
159. During the discussion of the proposed amendments, several representatives expressed a preference for the original wording of the proposal.

160. **A representative of the Government of the Bahamas** considered that the proposal was addressing a non-existent problem as the definition of shipowner was clear and the entity responsible for the financial security was stipulated on the policy.
161. **A representative of the Government of Norway** did not agree with the proposed wording in Amendment A.61, in which the use of the word "current" gave rise to particular problems. The issue was not about the identity of the shipowner, but whether the financial security certificate was issued to another party. However, the shipowner retained the full responsibility for the implementation of the Convention.
162. **A representative of the Government of Liberia** agreed with the deletion of the term "registered" from the wording of the proposal. Most financial security certificates were issued to the owner of the ship, which might not be the registered owner.
163. **A representative of the Government of the Marshall Islands** agreed that the use of the word "current" could give rise to problems.
164. **A representative of the Government of Jordan** said that there could only be one owner of a ship, and the use of the plural was not therefore helpful. While it was clear that ships could be sold and re-registered under a different owner, it was not clear what the term "current" added to the text.
165. **A Shipowner spokesperson** had not expected so much discussion over what was in practice merely a surgical amendment to address a problem that had arisen on a number of occasions. Financial security and other insurance certificates were often issued to a company or registered owner of a ship. The difficulty arose because it was only in the MLC, 2006, that the different concept of "shipowner" was used. The misunderstanding was giving rise to the needless detention of ships. While preferring the wording of the original proposal, he could understand the inclusion of the word "current", although it did not add anything as no P&I Club would issue a financial security certificate to a non-current owner of a ship.
166. **A representative of the Government of the Cook Islands**, in light of the clarification provided, considered that the text should refer only to the "owner", which matched the definition contained in the Convention.
167. **A representative of the Government of the Russian Federation** agreed with the use of the term "owner". The financial security policy could cover such matters as the social security and pensions of seafarers, as well as logistical matters.
168. **A representative of the Government of Panama**, however, preferred the original text of the amendment, which offered a means of overcoming the difficulties experienced in some cases in relation to port inspection officers.
169. **A representative of the Government of the Republic of Korea** also preferred the original wording of the amendment, particularly as P&I Clubs would not issue financial security certificates to any party that was not the current owner of the vessel.
170. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, in light of the discussion, said that if the term "current" were to be omitted, it would at least be necessary to retain the words "if different to the shipowner" in order to clarify the situation with regard to the financial security certificate. Moreover, in view of the assurances given that such certificates were only issued to the current owner of the ship, it would be possible to remove the plural in parentheses "(s)".

171. A representative of the Government of Jordan noted that the situation frequently arose that ships were owned by several groups of owners which owned different proportions of the ship. The existence of multiple owners did not give rise to problems in practice.
172. A Shipowner spokesperson indicated that it made little difference in practice whether or not the "(s)" was retained in relation to the word "owner". He added that, in accordance with paragraph 8 of IMO Circular Letter No. 2554/Rev.3 of 4 March 2014, "company" had the same meaning as in SOLAS regulation IX/1 and "registered owner" was the owner specified on the ship's certificate of registry issued by an administration. The name of the owner registered with the flag State administration was therefore the known entity that owned the ship.
173. It was agreed to approve Amendment A.61, as subamended with the deletion of the word "current" and "(s)". As a result, Amendments A.3 and A.31 were not considered.

Amendment A.62

174. Amendment A.62, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, sought, in Appendix A4-I, subparagraph (g), to replace the words "or the registered owner" by the words "or the current registered owner(s), if different to the shipowner".
175. As a consequential amendment to Amendment A.61, Amendment A.62 was approved with the same subamendments as Amendment A.61.
176. Amendment A.4 was not seconded, and was not therefore considered.
177. It was agreed to approve proposal No. 5, as amended.

Proposal No. 6 for an amendment to the Code relating to Standard A3.1, paragraph 17, and Guideline B3.1.11, paragraph 4(j), of the MLC, 2006

178. The following discussion refers to proposal No. 6 for an amendment to the Code relating to Standard A3.1, paragraph 17, and Guideline B3.1.11, paragraph 4(j), of the MLC, 2006, submitted by the Seafarers' group, as set out in Part II of the background paper. The proposal sought to add, at the end of Standard A3.1, paragraph 17, the following text: "In particular, with respect to social connectivity:
 - (a) seafarers shall be provided with access to ship-to-shore communications, including internet facilities, free of charge;
 - (b) the competent authority shall, in consultation with seafarers' and shipowners' organizations, issue guidance on the recommended individual time to access the internet, taking into account the seafarers' rest hours and the need to avoid social isolation; and
 - (c) each Member shall provide internet access free of charge within its ports and associated anchorages.

It also sought to delete Guideline B3.1.11, paragraph 4(j).

179. **The Seafarer Vice-Chairperson**, introducing the proposal, recalled that there was an overwhelming body of evidence, including research and statistics, on the importance of the provision of social connectivity for seafarers. The conclusions of the ILO Sectoral Meeting on the Recruitment and Retention of Seafarers and the Promotion of Opportunities for Women Seafarers, held in 2019, explicitly recommended the provision to seafarers of access to the internet and social communication. It should also be recalled that at the time of the drafting of the MLC, 2006, the use of the internet and social communication had been extremely limited in comparison with today, when it had become a form of social interaction between people and was normally provided free of charge in the workplace, airports, hotels, restaurants and commercial premises, giving everyone access to uninterrupted connectivity. The provision of such facilities to seafarers as a means of connection to their families and friends would improve their well-being and mental health, particularly during difficult situations, as illustrated during the pandemic, when the well-being and mental health of seafarers had become a matter of great concern. It would also be practical for companies to be able to provide consistent training throughout their fleet and to engage in direct communication with seafarers to inform them of company policies and provide other essential information. There was clearly an extremely strong rational for the proposal.

Amendments A.71, A.72, and A.73

180. Amendments A.71, A.72 and A.73, submitted by the Shipowners' group, sought to delete the additional wording contained in the proposal that was to be added at the end of paragraph 17, as well as proposed new subparagraphs (a) and (b).

181. **The Shipowner Vice-Chairperson**, introducing the amendments, recalled that all the participants at the 2019 sectoral meeting had agreed that access to connectivity was very important and positive for the welfare of seafarers of all ages, and not just young persons entering the profession. It should be recalled that when the current provisions of the Convention had been drawn up, smartphones had not existed. However, it should be noted that the claim that access to the internet was provided free of charge in airports, hotels, restaurants and other places of public access was not true, as such access was in practice provided in exchange for personal data, which was very valuable. There were several reasons why it was suggested that the proposal should be deleted almost in its entirety. First, at the technical level, 100 per cent coverage was not available, especially on the high seas in remote areas. Second, there was the major issue of cybersecurity and the need to abide by the requirements of company policies in that regard. Third, it might be necessary for the safety of navigation to limit internet access and the connection of personal devices. In that regard, there was a big difference between internet access through personal devices and through devices provided by the company. Fourth, the shipowner had to be able to define the policy with regard to connectivity based on the capacity on board ship, taking into account the great differences in the size and technical capacities of ships. Fifth, with regard to mental health, it would be useful for the social partners in collaboration with Member States to draw up guidance concerning the welfare of seafarers covering such matters as rest hours and social connectivity. Finally, there was the issue of compliance. If the text in the proposal were to be adopted, if the internet was not constantly available to seafarers, shipowners could be found to be in non-compliance with the Convention and port States could issue a deficiency notice, which would be unduly harsh in cases where difficulties in the provision of connectivity were outside the control of the shipowner, for example if a satellite connection was not working.

182. **The Government Vice-Chairperson** said that, while there was support by governments for the principle of social connectivity for seafarers, the proposed text would need to be adapted, particularly to take into account any practical difficulties faced by shipowners.
183. **The Seafarer Vice-Chairperson** recalled that, as recognized by the Director-General of the ILO, social dialogue in the industry was very good and was very effective in addressing many issues. In line with the tradition of social dialogue in the maritime sector, consultations had been held with the Shipowners' group prior to the submission of the present proposal and it was a source of great disappointment to the Seafarers' group that the proposal did not enjoy joint support. It would be possible under the proposal for guidance to be developed by the competent authority, in consultation with seafarers' and shipowners' organizations, to take into account many of the issues raised by the Shipowner Vice-Chairperson, including the hours of rest of seafarers and cybersecurity. Moreover, the claim that coverage was not always possible on the high seas was not valid in an age of satellite communication, although if a technical problem occurred, that would need to be taken into account. The provision of social connectivity was particularly important for recruitment to the profession following the pandemic, when a substantial decline in the recruitment of seafarers had been observed, for example in the United Kingdom and the United States of America. Young people in particular would not be attracted to a life at sea if they had to give up the social connectivity with family and friends to which they had become accustomed in an age of social connection. In practice, many shipowners were now providing enhanced connectivity for seafarers, and cruise ships were at the leading edge in that regard, because they needed it for their passengers. Moreover, internet connection was important for the continuing education and training of seafarers. It seemed inconceivable in 2022 that an instrument which constituted a bill of rights for seafarers would not contain a provision on social connectivity. What was being requested in practice was nothing more than a small amount of the bandwidth available on ships for use by seafarers so that they were no longer isolated at sea.
184. **The Shipowner Vice-Chairperson** noted, in response, that if social connectivity were important as a recruitment tool, there was no need for a provision in the MLC. 2006, as shipowners would take the necessary action of their own volition. The practical issues in the provision of connectivity included not only interruptions in satellite coverage, but also, for example, cases in which ships were required to take their aerials down in port. A mandatory requirement for the provision of 100 per cent coverage was not acceptable. Moreover, the technology of connectivity was in constant flux and any provision adopted in 2022 would soon be outdated. In the circumstances, it might be more effective to adopt a strongly worded resolution on social connectivity for seafarers.
185. **A representative of the Government of the United Kingdom** said that the proposal was reasonable, although it should be recognized that internet access may not always be available all the time every day due to signal or other technical failures. Some wording should be included, such as "where practicable" or "within reason" to ensure that seafarers did not have grounds to complain in the event of short interruptions.
186. **A representative of the Government of the Cook Islands** agreed that the proposal was reasonable and that wording such as "where practicable" should be included.
187. **The Seafarer Vice-Chairperson** did not consider that the proposal of a resolution was helpful. The technological issues relating to the provision of connectivity for seafarers were fairly minor, and the cost of satellite communications at sea had fallen hugely since the adoption of the Convention in 2006. He was therefore convinced that the proposal was appropriate, particularly since access to the internet was now beginning to be considered

almost as a human right, alongside access to food, water and personal security. Seafarers should not be left behind in that regard.

188. **The Shipowner Vice-Chairperson** did not agree that access to the internet was recognized as a human right. He said that it might be helpful to examine some of the amendments proposed by Governments. It was so agreed.

Amendments A.50, A.13 and A.111

189. Amendment A.50, submitted by the Government of Brazil, Amendment A.13, submitted by the Government of the United Kingdom, and Amendment A.111, submitted by the Government of the Russian Federation, all sought to delete proposed new subparagraph (c) in Standard A3.1, paragraph 17.
190. **A representative of the Government of Brazil**, introducing Amendment A.50, said that it was proposed to delete new subparagraph (c) because it would be very difficult in many countries to provide internet access free of charge in ports and associated anchorages for both reasons of cost and security. However, it might be possible to place the proposed wording in the Guidelines.
191. **A representative of the Government of the United Kingdom** indicated that consideration could be given to the inclusion of the proposed wording in the Guidelines. Although it might be possible to provide internet access in larger ports, it would be more difficult in smaller ports and associated anchorages, which were often far offshore.
192. **A representative of the Government of the Russian Federation** opposed the proposed wording on technical and security grounds, although he would be willing to consider its inclusion in the Guidelines.
193. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, said that although there were many reasons to support the original proposal, there remained many technical issues in relation to its implementation.
194. **A representative of the Government of Ireland** said that, although the respective technology was constantly changing, there would be technological challenges to the implementation of the proposal and the technological capacities of all Member States differed. There was a big difference in the bandwidth required to provide forms of connectivity such as email and messaging, while streaming over the internet, for example of films, required much greater bandwidth. The capacity for satellite communication was specific to each ship. Uncontrolled Wi-Fi transmission might give rise to security issues, especially in ports. And there were cost issues with all forms of connectivity. Technological issues, such as data limits and security matters, could be managed more easily in buildings, but for technical reasons unlimited coverage raised more technical and legal difficulties at sea.
195. **A representative of the Government of the Republic of Korea** viewed positively the provision of internet access to seafarers, which could make employment at sea more attractive. However, for a series of financial and technical reasons, as well as the competence of port authorities, he would prefer the proposal to be placed in the Guidelines.
196. **A representative of the Government of the Islamic Republic of Iran** agreed that consideration needed to be given to the technological infrastructure in each country and decisions should be left to the national level.

197. **A representative of the Government of Kenya** said that, in recognition of the challenges faced by seafarers, particularly during the pandemic, and the benefits of social connectivity for their mental health, efforts had been made to provide connectivity in ports in her country, although it was only currently available to seafarers in the port of Mombasa. She would therefore prefer to see the proposed provision in the Guidelines.

Amendment A.32

198. Amendment A.32, submitted by Government of the Cook Islands, sought to retain the wording of Guideline B3.1.11, paragraph 4(j), which would be deleted by the proposal.
199. **A representative of the Government of Liberia** seconded Amendment A.32.
200. **The Shipowner Vice-Chairperson** renewed the offer of a constructive resolution to cover the intent of the proposal. It had been interesting to hear the great efforts made by some governments to ensure access to the internet for seafarers in ports, such as in Kenya. Connectivity was available in some ports, but not in others. The situation was similar on ships. It was important to keep the proposed subparagraphs on the provision of access to the internet in ports and on ships at the same level, probably in the Guidelines.
201. **The Seafarer Vice-Chairperson** said that it was clear that the provision of connectivity for seafarers had a cost, but emphasized that the well-being of seafarers made that entirely worthwhile. Experience during the pandemic had shown the great importance of social connectivity for the well-being of seafarers, particularly in difficult times. It was also through access to the internet while on board that seafarers could assert their rights more effectively, for example through contacts with their unions or designated persons responsible for dealing with complaints. He opposed Amendment A.32, but took note of the proposal set out in Amendment A.112, submitted by the Government of the Russian Federation, which suggested moving proposed new subparagraphs (b) and (c) from the Standard into the Guideline. He would look favourably on wording that covered a wider range of issues, as raised during the discussion, including cybersecurity. However, it was important for the concept of social connectivity to be covered in the mandatory provisions of the Convention.
202. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, acknowledged the importance of seafarers retaining the possibility of social connectivity, even when they were on board ship. However, the drafting of the proposed provisions raised certain difficulties. In that regard, he highlighted a number of principles arising out of the discussion. The first was the importance of ship-to-shore communication in providing social connectivity, although that did not necessarily include uninterrupted access to the internet. Second, access to connectivity would have to be reasonable, and it would be disproportionate to demand constant access everywhere at sea. Third, access to the internet should be provided where feasible. And finally, it would be necessary to take into account shipowner policies on cybersecurity.
203. **The Shipowner Vice-Chairperson** said that the discussion had been useful in highlighting the important principles of connectivity, including that it would not involve unlimited bandwidth and would have to take into account issues related to cybersecurity. He therefore proposed two reformulated paragraphs for inclusion in Guideline B3.1.11, either to replace paragraph 4(j), or following paragraph 3, which would read as follows:

"Shipowners should, so far as is reasonably practicable, provide seafarers on board their ships with internet access, with any charges for access being reasonable in amount."

"Members should, so far as is reasonably practicable, provide seafarers on board ships in their ports and at their associated anchorages with internet access, with any charges for access being reasonable in amount."

204. **The Seafarer Vice-Chairperson**, while appreciating the efforts that were being made and the broad support by Governments for the provision of social connectivity for seafarers, considered that the principle of the provision of social connectivity for seafarers free of charge should be clearly set out in the mandatory part of the Convention. There could then be further discussion on elements to be covered in the related Guideline, such as the time for access to the internet, taking into account rest hours, and issues related to cybersecurity.
205. **A representative of the Government of the United Kingdom** recognized the importance given by seafarers to social connectivity and considered that it would not be appropriate for all the related provisions to be placed in the Guideline. That could, for example, be addressed through the inclusion of the words ", including social connectivity", following the words "amenities and services" in Standard A3.1, paragraph 17. The wording in the Guideline could then indicate that access to the internet should preferably be free of charge, or where there were charges, that they should be reasonable.
206. **The Seafarer Vice-Chairperson** could accept the proposed subamendment to paragraph 17, with the rest of the proposal being moved to the Guideline, where it would be important to specify that access should be free of charge.
207. **A representative of the Government of Ireland**, with reference to the wording that should be included in the Guideline, recalled that there was an important difference between social connectivity and full internet access, which would require much more data. There would undoubtedly be times when it would not be possible to provide sufficient bandwidth for full internet access, for example for the purposes of streaming.
208. **The Shipowner Vice-Chairperson**, following further reflection, indicated that the proposed subamendment to paragraph 17, combined with the two reformulated subparagraphs in the Guidelines, if considered as a package, could perhaps offer a way forward.
209. **The Seafarer Vice-Chairperson** said that the proposed subamendment to paragraph 17 could be acceptable, provided that it was specified in the Guideline that social connectivity should be provided at no cost to seafarers. The valid point had been made that social connectivity based on email and chat applications required much less bandwidth than other forms of connection, such as streaming. He added that, if the proposed subparagraphs were incorporated, for example, into Guideline B3.1.11, paragraph 4, they would be in a slightly incongruous setting alongside somewhat outdated provisions concerning facilities such as television viewing and the reception of radio broadcasts and libraries.
210. **A representative of the Government of Brazil** wished to clarify that, although there might be some supply issues relating to social connectivity in ports, where connectivity was available, it should be provided free of charge to seafarers.
211. **A representative of the Government of the United Kingdom** agreed that, in view of the limited bandwidth required for many forms of social connectivity, it should be provided free of charge. It could perhaps be specified that there may be reasonable charges for broader internet access.
212. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, in light of the discussion, raised the possibility of adding wording in current paragraph 4(j) in the Guideline, so that social connectivity was included among the services to be provided to seafarers, which already included the specification that "any

charges for the use of these services being reasonable in amount". Although progress was being made in reaching agreement on the issue, certain points still needed to be clarified, including the fact that guarantees could not be given concerning full internet access on the high seas and the need to take into account the cybersecurity measures decided upon by the shipowner. If charges were required, they should be reasonable.

213. **The Shipowner Vice-Chairperson** indicated that any proposal to add a reference to social connectivity in paragraph 4(j) would be very lopsided, as it would cover the services to be provided to seafarers by shipowners, but would completely leave out any reference to the provision of such services by national authorities in ports and associated anchorages. Moreover, it should be specified that not all social connectivity required only a narrow bandwidth, as many modern social communication applications could take up a large volume of data.
214. **The Seafarer Vice-Chairperson** agreed that it was also necessary to include a reference to social connectivity and internet access in ports and associated anchorages. Clearly practical considerations, such as cybersecurity, would have to be taken into account, and it was clear that internet access might not be available 24 hours a day in all circumstances. Access to social connectivity should be free of charge.
215. **The Shipowner Vice-Chairperson** suggested that it would be easier to achieve agreement if the discussion focused on the "package" of the addition in paragraph 17 of the words ", including social connectivity" and the addition of two new paragraphs to Guideline B3.1.11 dealing, respectively, with internet access on board ship and in ports.
216. **A representative of the Government of Norway** supported the package referred to by the Shipowner Vice-Chairperson, although consideration could be given to the inclusion of the two proposed additional paragraphs in the Guideline in Regulation 4.4 on access to shore-based welfare facilities. He added that even provisions that were added to the Guidelines created responsibilities for national authorities.
217. **Representatives of the Governments of Argentina, the Islamic Republic of Iran, Japan, Liberia, the Republic of Korea and the Russian Federation** also preferred the proposed package.
218. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, following further consultation, could agree with the proposed addition to paragraph 17 of Standard A3.1, as well as the text proposed concerning internet access on board ship. He then proposed the addition of new wording to Guideline B4.4.1, which would read as follows: "Members should encourage the provision of internet access to seafarers in ports, with any charges being reasonable in amount."
219. **A representative of the Government of Ireland** said that there could be significant technical difficulties in providing internet access to seafarers in ports, which could cover large areas. At present, internet facilities were often provided ashore in welfare facilities, where they were often free of charge. Moreover, the provision of internet in ports came up against security requirements. Wi-Fi might be prohibited, for example, in the vicinity of gas facilities.
220. **The Shipowner Vice-Chairperson** recalled the imperative to ensure that the requirements in relation to the provision of internet access for seafarers were parallel for shipowners and port authorities. Under the proposal put forward by the representative of the Government of France, it was specified that shipowners "should", but Members "should encourage". A Shipowner spokesperson emphasized that shipowners often faced greater difficulties than

port authorities in the provision of internet access for seafarers. Moreover, during the pandemic, many seafarers had been forced to spend long periods on board ships in anchorages, often without internet access.

221. **A representative of the Government of Ireland** pointed out that anchorages could cover very large geographical areas. However, while ships were in anchorages, social connectivity could be provided through satellite connections, which were already covered by shipowners.
222. **A representative of the Government of New Zealand**, with reference to the words "as far as is reasonably practicable", noted that many of the anchorages in his country were very far from any internet access. On the question of cost, there should be an undertaking to make the best endeavours to ensure that internet access was free of charge for seafarers, failing which the costs should be reasonable.
223. **The Seafarer Vice-Chairperson** noted that several Government representatives had supported the principle that internet access should be provided to seafarers free of charge.
224. Many representatives commented on the positioning of the new paragraphs in the Guidelines. While it was widely agreed that the inclusion of the new paragraph on internet access on board ships at sea would be appropriate in Guideline B3.1.11 on recreational facilities, mail and ship visit arrangements, it was suggested that the new paragraph on internet access for seafarers on board their ships in ports could be placed either in Guideline B4.4.1 on the responsibilities of Members for access to shore-based welfare facilities, or in Guideline B4.4.2 on welfare facilities and services in ports.
225. Following further consultation, the discussion focused on whether internet access for seafarers on board ship and in ports should be at no cost to the seafarers or with any charges for access being reasonable in amount.
226. **The Government Vice-Chairperson** indicated that a possible alternative wording, in light of the views expressed, could also be "with charges, if any, being reasonable in amount".
227. **A representative of the Government of Norway** considered that, in view of the differences in the financial and technological possibilities of ships and ports around the world, although the aim might be to eventually provide access at no cost to seafarers, that would not be achievable for some time. It would therefore be better to go for a solution that could achieve consensus now.
228. **A representative of the Government of the Russian Federation** preferred the option of free access for seafarers, although the STC did not have sufficient information at its disposal to assess the full cost implications and technical feasibility.
229. **A representative of the Government of the United Kingdom**, while preferring access to be at no cost to the seafarer, emphasized that the requirement should be the same in port and on board ship.
230. **The Shipowner Vice-Chairperson** indicated that he would be able to support the wording "with charges, if any, being reasonable in amount". It was very important for both shipowners and Member States to be under an equal obligation to care for seafarers as key workers.
231. **The Seafarer Vice-Chairperson** said that what was being requested would not involve huge expense or any significant technological advances, but was in practice confined to taking a slither of the bandwidth that was currently available to maintain social connectivity for seafarers. He expressed anger and disappointment that, after two-and-a-half years

during which so much had been said about the vital role played by seafarers as key workers in keeping supplies coming during the pandemic, it was so difficult to obtain what was being sought. It was positive that for the first time a reference was being made to social connectivity in the mandatory provisions. However, the failure to approve internet access at no cost to seafarers was very disappointing. If it was clearly understood that, under the wording “with charges, if any, being reasonable in amount”, the default position was that there would be no charges, he could reluctantly support the subamendment.

- 232. It was so agreed.
- 233. **The Legal Adviser** indicated that, following the meeting of the drafting committee, it was recommended that paragraph 4(j) of Guideline B3.1.11 should not be deleted as a consequence of the adoption of the amendment.
- 234. It was agreed to approve proposal 6, as amended.

Proposal No. 7 for an amendment to the Code relating to Standard A2.1, paragraph 4, of the MLC, 2006

- 235. The following discussion refers to proposal No. 7 for an amendment to the Code relating to Standard A2.1, paragraph 4, of the MLC, 2006, submitted by the Seafarers' group, as set out in Part II of the background paper. The proposal sought to add a new subparagraph (k) to Standard A2.1, paragraph 4, which would read as follows:
 - "(k) where the shipowner is not the employer of the seafarer, a signed undertaking by the shipowner, or the representative of the shipowner, 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; and"
- 236. **The Seafarer Vice-Chairperson**, introducing the proposal, indicated that, although the Convention defined the meaning of "shipowner" and the related responsibilities, it was a matter of concern that during the pandemic there had been frequent situations in which the employer was not the owner of the ship. That was a common situation in the cruise industry, but also for seafarers in the catering departments on ferries and/or cargo ships. The shipowner did not always follow up on cases in which the employer of the seafarer did not grant seafarers contractual entitlements. The purpose of the proposal was therefore to ensure that seafarers were informed of their rights in respect of the provisions of the Convention and guaranteed against losses in the event that their employers did not fulfil their contractual obligations.

Amendment A.74

- 237. Amendment A.74, submitted by the Shipowners' group, sought to delete the new subparagraph set out in the proposal.
- 238. **The Shipowner Vice-Chairperson** emphasized that amendments should only be made in cases where there was a compelling need for them. The present proposal sought to introduce the concept of "employer" into the Convention, as differentiated from the shipowner. However, the concept of "employer" was not defined in the Convention. If it was introduced, especially if accompanied by certain obligations, the risk would be that the obligations of shipowners would be weakened. All the parties to the Convention had been well-defined following much thought and discussion, and it would be better to live with those definitions. Insofar as the Shipowners were aware, the specific problem had only arisen in the United Kingdom, and had been resolved there. A solution to the problem was

already set out in Standard A2.1, paragraph 4(j), and the proposed amendment was not therefore necessary.

239. **The Government Vice-Chairperson** supported the deletion of the proposed subparagraph as the issue was already dealt with in the MLC, 2006.
240. **The Seafarer Vice-Chairperson** said that it was not just a problem that arose in the United Kingdom. Legislation had been adopted in both Malta and Norway to address the issue. He also contested the idea expressed by the Shipowner Vice-Chairperson that amendments to the Convention should only be proposed in the event of a compelling need. The necessary adjustments to the MLC, 2006, should be made, where possible, before the need became compelling. Although the definition of "shipowner" was clear in the Convention, with the related responsibilities, it was not that simple in practice, and there were countless exceptions in relation to which seafarers had to fight for their rights. The predominant employment model in the industry involved recruitment agencies. The situation of seafarers was rendered more complex if, as often happened, the shipowner was registered in a different country and it was necessary to seek redress under another jurisdiction, and even more so where the seafarers' employment agreement (SEA) specified yet another jurisdiction as being competent for the resolution of contractual disputes. Moreover, the situation in that regard set out in national legislation was often much more complex than that specified in the related provisions of the Convention.
241. **The Shipowner Vice-Chairperson** recalled that any amendments to the Code could not be in contradiction with the provisions set out in the Articles of the MLC, 2006. With regard to the definition of "shipowner", he referred to the authoritative views set out in *The Maritime Labour Convention, 2006: A legal primer to an emerging international regime*, by Moira McConnell, Dominick Devlin and Cleopatra Doumbia-Henry, which indicated (on page 189) that the definition of shipowner reflected the principle that shipowners were the responsible employer under the Convention and explained the principle very clearly. The shipowner was therefore responsible and was required to sign the SEA, so the seafarer could always fall back on the shipowner. The proposed amendment would weaken that principle.
242. **A representative of the Government of the Bahamas** said that the issue of cases in which seafarers were employed by agencies other than the shipowner was already covered in the Convention.
243. **A representative of the Government of Norway** agreed that the issue was already addressed by the Convention. When giving effect to the MLC, 2006, it had been decided to retain the concept of employer in Norwegian law, while applying the concept of joint and several liability so that the shipowner as defined in the Convention retained overall responsibility and the losses of seafarers would be covered. The Convention did not define the concept of "employer" and its introduction would create unnecessary confusion.
244. **A representative of the Government of the United Kingdom**, while expressing sympathy for the position put forward by the seafarers, did not consider that the amendment was needed. The situation was covered by the legislation of the United Kingdom, which had been modified following the ratification of the MLC, 2006, to ensure that there were no gaps in the protection of seafarers.
245. **A representative of the Government of the Republic of Korea** recalled that the issue raised had been discussed at length during the preparatory work for the Convention. During that process, the suggestion had been discussed of including in the Convention a definition of "employer", particularly to cover the situation in the cruise industry. It had been

decided that the shipowner or a representative of the shipowner would always sign the SEA and be the relevant party to the SEA, and this was clearly reflected in the Convention.

246. **A representative of the Government of Liberia** added that an employer who was distinct from the shipowner could also sign the SEA with the approval of the shipowner, who still retained the overall responsibility vis-à-vis the seafarer.
247. **A representative of the Government of China** agreed that the contracts of all persons on board ships had to be signed by the shipowner, and that the proposed addition was therefore not necessary.
248. **A representative of the Government of the Russian Federation** also opposed the introduction of "employer" into the text of the Convention. However, he noted that the definition of "seafarer" that was applied in the various countries could vary, from any person working on board a ship, in some cases, while in others certain workers on passenger vessels and scientific research vessels were not considered to be seafarers and were engaged under contracts other than SEAs. For example, scientists on research vessels might only work on board ship during a particular expedition. It might be useful to consider proposing wording in a future amendment to cover those situations.
249. **A representative of the Government of the Bahamas** said that on ships flying the flag of his country all the various types of crew members, especially on cruise ships, had to have an SEA, including those who were not involved in the operation of the ship. As a consequence there could be no doubt concerning the identity of the shipowner and the protection available for seafarers. In response to a comment by the Seafarer Vice-Chairperson, he indicated that the Bahamas Maritime Authority was the first instance that was competent in the event of any failure to provide due protection to seafarers and dealt with every complaint made by seafarers on ships flying its flag. In such cases, the shipowner was always liable, including in cases of workers on board who were not considered to be seafarers for the purposes of the MLC, 2006.
250. **The Seafarer Vice-Chairperson** recalled that Standard A2.1, paragraph 1(a), used the term "employee". Where there was an employee, there was necessarily an employer. However, with a view to addressing the problems raised during the discussion it might be possible to clarify the amendment through such wording as "where the shipowner is not a party to the seafarers' employment agreement".
251. **The Clerk** indicated that, in its supervision of the application of the Convention, the CEACR had noted many cases of deficiencies in complying with the requirement for the national legislation to specify that the shipowner has to sign the SEA in all cases. National regulations did not always specify that the shipowner had to be a party to the SEA. The CEACR had highlighted the basic legal relationship that exists between the shipowner and the seafarer under the Convention.
252. **The Shipowner Vice-Chairperson** understood from the provisions of the Convention that the shipowner always had to be a party to the SEA. The text contained in the proposal would mean that that was not always the case, and could weaken the principle contained in the Convention. However, in the cases identified by the CEACR, it was clear that the rule whereby the shipowner had to sign the SEA needed to be implemented. He would be prepared to withdraw Amendment A.74 in favour of a resolution calling on the CEACR to ensure the correct implementation of the related provisions, under which the seafarer could always fall back on the shipowner.

253. **The Seafarer Vice-Chairperson** would be prepared to withdraw proposal No. 7 in favour of a resolution drawn up jointly by the Shipowner and Seafarer groups.

254. It was so agreed.

Proposal No. 8 for an amendment to the Code relating to Standard A2.5.1, new paragraph 3, of the MLC, 2006

255. The following discussion refers to proposal No. 8 for an amendment to the Code relating to Standard A2.5.1 of the MLC, 2006, submitted by the Seafarers' group, as set out in Part II of the background paper. The proposal sought to add a new paragraph 3 to Standard A2.5.1, which would read as follows:

"3. Notwithstanding paragraph 2 of this Standard, each Member shall ensure that:

- (a) seafarers are entitled to pay, allowances, food and accommodation, and necessary medical treatment from the moment they leave the ship until they reach the destination of repatriation; and
- (b) where the destination of repatriation is the seafarers' home location, or other mutually agreed place, the cost of repatriation shall be borne by the shipowner, until the seafarers' arrival at that place or location."

256. It also sought, in Guideline B2.5.1, to delete subparagraph (a) of paragraph 6, and, in subparagraph (c) of paragraph 6, to replace the words "country of residence" by the words "home location".

257. **The Seafarer Vice-Chairperson** recalled that during the recent pandemic the question of the repatriation of seafarers had become a very pressing issue. During the pandemic, although also previously, seafarers had found themselves in situations in which they were travelling to ships following the signature of an SEA when, for reasons independent from the seafarers, their employment had not materialized. The seafarers concerned had found themselves in the difficult situation of being far from home and with considerable financial losses. Even though the Convention did offer a solution, it had been difficult for the seafarers concerned to obtain a remedy or even to contact the provider of the insurance or avail themselves of equivalent appropriate compensation. The situation had been rendered more complex and difficult during the pandemic because the return of seafarers had often involved periods of quarantine when they reached their own countries, during which they were often not paid and might have to pay related expenses. It was important to specify that the costs of seafarers should be covered in such cases, not only until they reached their own country, but also until they reached their homes, which might be very distant, especially in large countries, from an airport in a major city. The proposal therefore sought to address a gap in the Convention.

Amendments A.75, A.76 and A.77

258. Amendments A.75, A.76 and A.77, submitted by the Shipowners' group, sought to delete all the new text contained in the proposal.

259. **The Shipowner Vice-Chairperson**, introducing the amendments, noted that the proposal was attempting to introduce two new concepts into the Convention. The first concerned the location of repatriation, which was already clearly specified in the Convention, and referred to the return of seafarers to their home country, not to the doorstep of their homes, which was precisely what shipowners had been doing for many years, in accordance with a

provision that had been drawn up very carefully. The second concerned a change in the coverage of the wages paid during repatriation. There were many circumstances in which seafarers might not want to be repatriated directly to their home location.

260. **The Government Vice-Chairperson** said that some Government representatives did not support the proposal.
261. **The Seafarer Vice-Chairperson** indicated that, although there was no reason why amendments should not be proposed that introduced new concepts into the Convention, that was not the case with the present proposal. The provisions introduced into the Convention in the 2014 amendments included references to the arrival of the seafarer at home, in Standard A2.5.2, paragraph 9(c), and to the seafarer's home in paragraph 10. Accordingly, in the event of repatriation, P&I Clubs were willing to provide financial security coverage up to the return of seafarers to their home. The original concept of the repatriation of seafarers set out in the MLC, 2006, had been taken from older ILO Conventions, some of which dated from the very earliest days of the ILO a century ago, and it was therefore understandable that they would require updating. For example, in the case of the Philippines, which supplied around 20 per cent of the world's seafarers, if seafarers were only repatriated to the airport in Manila, they could be faced with very long and costly journeys back to their homes, especially in the case of those from the many very remote islands in the country. Similarly, distances were vast in the Russian Federation, spanning multiple time zones. He therefore called on the representatives of Governments and of Shipowners to think again and to support a proposal that was designed to bring Standard A2.5.1 into line with the stated purpose of Regulation 2.5, which was "to ensure that seafarers are able to return home".
262. **The Shipowner Vice-Chairperson** said that it should also be recalled that the Convention set out minimum standards in relation to repatriation and left it to Member States and the social partners to provide such further indications as they deemed necessary. There was therefore no compelling need to amend the Convention on that point, which would only take away the freedom of Member States to develop their own measures adapted to their own needs. It was a very long-standing principle, dating, for example, from the Repatriation of Seamen Convention, 1926 (No. 23), and the more recent Repatriation of Seafarers Convention (Revised) 1987 (No. 166), that the destination of repatriation included the place at which the seafarer agreed to enter into the engagement, the place stipulated by collective agreement, the seafarers' country of residence or such other place as might be mutually agreed at the time of engagement.
263. **A representative of the Government of Brazil** supported the proposal submitted by the Seafarers' group. In Brazil, the requirement was for seafarers to be able to return to their home location, which in some cases could be very distant from their port or airport of arrival in the country.
264. **A representative of the Government of the United Kingdom** commented that repatriation practices that were accepted a century ago were not necessarily applicable now, particularly in view of the tremendous progress that had been made, for example in air travel. He therefore supported the proposal by the Seafarers and noted the need for consistency within the Convention.
265. **A representative of the Government of Norway** indicated that the national legislation in Norway was very similar to the proposal made by the Seafarers' group, which he therefore supported.

266. **A representative of the Government of the Russian Federation** also supported the principle behind the proposal. He considered that the pay, allowances, food and accommodation, as well as the necessary medical treatment of seafarers, should be covered from the moment they left the ship until they reached the destination of repatriation, including any time spent in mandatory quarantine.
267. **The Chairperson** concluded that there was not sufficient support to continue considering Amendments A.75, A.76 and A.77. Amendments A.35, A.37 and A.39 were identical and were therefore not considered.

Amendment A.82

268. Amendment A.82, submitted by the Government of the Russian Federation, sought to add at the end of proposed new paragraph 3(a) of Standard A2.5.1 the words "that covers time spent in mandatory quarantine, including upon arrival at the destination".
269. **A representative of the Government of the United Kingdom** supported the principle behind the amendment. It was clear that the time required to reach the home location would include any mandatory quarantine not undertaken at home.
270. **The Shipowner Vice-Chairperson** said that Amendment A.82 illustrated one of the major problems with the original proposal, which would have the effect of extending the SEA in many cases. In the event of a long period of quarantine, or a long period of restriction of movements across borders, and periods of up to two years imposed in certain countries during the pandemic, the burden of supporting seafarers should not be placed on shipowners. It should be the responsibility of the governments concerned to cover the cost of the measures that they imposed.
271. **The Seafarer Vice-Chairperson** said that the amendment created a problem by focusing on the specific issue of quarantine, when other problems might well arise. He was not clear as to why the specification was necessary. The proposal sought an extension of the protections under the SEA until seafarers arrived at their home location, rather than just their home country. The detailed coverage would be set out in the SEA, and possibly through collective bargaining. Although there tended to be a presumption that seafarers worked through agencies, which was the dominant form of employment in the sector, certain seafarers were employed under permanent contracts.
272. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, raised a number of questions concerning the effect of the proposed addition to the Convention. What period would be paid to seafarers in the event of them reaching their home location after the expiry of the SEA? Should such a circumstance be included in the SEA, and how would it be implemented and enforced.
273. **A representative of the Government of the Republic of Korea** expressed concern at the proposal to extend the liability of shipowners in the event that the return of seafarers to their home location was delayed, for example due to restrictions such as those imposed during the pandemic.
274. **A representative of the Government of Norway** did not support the inclusion of periods of mandatory quarantine within the period of protection for seafarers in the event of repatriation, and did not therefore support the amendment.
275. **A representative of the Government of the United Kingdom** said that it was clear that any costs arising out of quarantine requirements should not be borne by shipowners or seafarers. It would perhaps be advisable to address the issue in terms of the definition of

key workers. For example, in the United Kingdom, seafarers had been made exempt from quarantine as they had been designated as key workers.

276. **A representative of the Government of Jordan** agreed that the cost of restrictions imposed by governments should not be borne by seafarers or shipowners. He considered that it was the responsibility of each government to ensure that any laws and restrictions imposed in periods of emergency did not prevent seafarers from returning home, and should facilitate the necessary tests and other requirements.
277. **The Chairperson** noted that there was not sufficient support for Amendment A.82. Amendment A.81 was not seconded and was not therefore examined.

Amendment A.84

278. Amendment A.84, submitted by the Shipowners' group, sought to reverse, in Guideline B2.5.1, paragraph 6(c), the amendment contained in the proposal to replace the words "country of residence" by the words "home location", and therefore to return to the original wording of the provision.
279. The Seafarer Vice-Chairperson considered that the proposal put forward by the Seafarers' group had received broad support and that Amendment A.84 would therefore fall as a package with the other amendments seeking to reverse the proposed changes.
280. **A representative of the Government of Liberia** recalled that the current wording of the Convention allowed Member States a certain latitude to set out the specific requirements for repatriation in national legislation. That would be further emphasized if the chapeau to the proposed new paragraph 3 specified that "Members should prescribe".
281. **The Chairperson** noted that none of the amendments to the proposal had achieved sufficient support to prosper. The discussion should therefore focus on the original proposal submitted by the Seafarers' group.
282. **The Shipowner Vice-Chairperson** considered that the proposal constituted a significant change from the current situation, including the removal of certain provisions from the Guideline to the Standard. It was not clear why the proposal called for the deletion of one of the options for the destination of repatriation, namely the place at which the seafarer agreed to enter into the engagement. Moreover, the proposed new definition of the destination of repatriation changed the entire logic followed up to then, which was based on a menu of possible destinations. The proposal instead imposed the home location of the seafarer. Indeed, the proposal was so radical that it would be difficult to reach common ground. The real issue that it was attempting to address was the situation that had occurred over the past two years when seafarers had been stranded at airports and other entry points out of the control of seafarers and shipowners, and totally under the control of the respective Member States. In order to address that issue, the focus should shift to the treatment of key workers. The question of the destination of repatriation could be covered in collective agreements.
283. **The Government Vice-Chairperson** indicated that there was not broad agreement on the proposal among Governments and that the views of the social partners would be sought.
284. **The Seafarer Vice-Chairperson** said that the issue of repatriation to the home location of seafarers was not confined to the pandemic. However, the lack of clarity in the text of the Convention concerning the destination of repatriation had been highlighted during the pandemic. The Shipowners seemed to believe that the issue of the destination of repatriation could be resolved by individual Member States or through collective

bargaining, but greater clarity was required in the Convention. Moreover, the proposal left sufficient flexibility in that regard, as the destination of repatriation could be either the seafarer's home location or another mutually agreed place. The seafarer should have the right to choose. The preference should be for the home location, but there might be occasions on which a different place was appropriate, as set out in the Guideline.

285. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, could support the proposal in principle that the destination of repatriation should be the home location. The destination of repatriation could also be another mutually agreed place, or a place agreed by collective bargaining. The proposed wording in both the Standard and the Guideline should be brought into line to reflect those options.
286. **A representative of the Government of the United Kingdom** could accept the proposal, which left certain options for the destination of repatriation. The key issue was to resolve the situation that had arisen during the pandemic, when so many seafarers had faced great difficulties returning home and the burden of supporting them had largely fallen on seafarers and shipowners. If governments imposed restrictions, they should bear the resulting costs.
287. **A representative of the Government of the Russian Federation** unreservedly supported the proposal. Repatriation to the home location was particularly important in a country as large as the Russian Federation. The model SEA should be adapted to include the address of the seafarer.
288. **A representative of the Government of Brazil** supported the proposal and agreed that it was important to prevent seafarers being abandoned in ports and airports and not being able to return home.
289. **The Shipowner Vice-Chairperson** said that it would be helpful if a longer list of destinations of repatriation could be envisaged, either by providing Members with greater flexibility to determine such destinations, or through collective bargaining. The home address of seafarers was out of the control of shipowners.
290. **A representative of the Government of Norway** could also support the proposal, which was in line with the requirements set out in Norwegian legislation. However, it was unfortunate that the Shipowners did not support the proposal, as it was important to obtain consensus on the point under consideration.
291. In light of the lack of progress made in the discussion, and the shortage of time available to continue work on the suggested wording, it was proposed to defer further discussion on the proposal until the fifth meeting of the STC.
292. It was so agreed.

Proposal No. 9 for an amendment to the Code relating to Standard A1.4, paragraph 5(c)(vi), of the MLC, 2006

293. The following discussion refers to proposal No. 9 for an amendment to the Code relating to Standard A1.4, paragraph 5(c)(vi), of the MLC, 2006, submitted by the Seafarers' group, as set out in Part II of the background paper. The proposal sought to add, at the end of subparagraph (c)(vi), the words ", and provide adequate information to seafarers about that system, including details on how to make a claim, prior to or in the process of engagement".
294. **The Seafarer Vice-Chairperson** indicated that, during the recent pandemic, as well as in other circumstances, there had been cases of seafarers who had been on their way to their

ships after signing SEAs, when, for reasons independent of the seafarers concerned, the employment had not materialized. The seafarers concerned had found themselves away from their homes and with considerable financial losses. Although Standard A1.4, paragraph 5(c)(vi), did provide a solution in such cases, in practice seafarers had found it difficult to ensure that action was taken or even to reach the provider of the insurance or to avail themselves of an equivalent appropriate measure for the compensation to which they were entitled, and had therefore been left stranded without the means to make the appropriate complaint. That was due to the fact that many seafarers were not aware of the protection available under Standard A1.4, paragraphs 5, 6, 7 and 8. Although Appendix A2-I specified the information that was required as evidence of financial security under Regulation 2.5, paragraph 2, including the name and address of the provider or providers of the financial security and the contact details of the persons or entity responsible for handling seafarers' requests for relief, it was not clear who was responsible for ensuring that such information was provided to seafarers. The proposal therefore sought to clarify the requirement to provide seafarers with information similar to that specified in Appendix A2-I.

Amendment A.85

295. Amendment A.85, submitted by the Shipowners' group, sought to delete the additional words contained in the proposal.
296. **The Shipowner Vice-Chairperson** indicated that the purpose of the proposal was not clear. Further clarifications were required concerning the number of cases in which seafarers had been left in that type of situation, their frequency and the real gap in the provisions of the Convention. If the cases were infrequent, it would be difficult to justify an amendment to the Convention. Moreover, it was not clear how the proposed wording might resolve the problem, how it might improve the situation or how it would be enforced. If the additional wording were to be adopted, who would be responsible for informing seafarers and how often?
297. **The Government Vice-Chairperson** said that a majority of the Government group could support the wording as contained in the proposal. However, the proposal raised certain issues relating to implementation in practice. It was also a matter of concern that the point raised was already covered by the text of the Standard, and it might therefore be more appropriate to provide further guidance in the Guideline.
298. **A representative of the Government of Norway** considered that the MLC, 2006, already provided a solution for the issue raised in the proposal. It would therefore be preferable to develop guidance on the information to be provided for seafarers. He therefore supported the amendment.
299. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, expressed support in principle for the proposal. Paragraph 5(c) already provided for the establishment of a system of protection by seafarer recruitment and placement services by way of insurance or an equivalent appropriate measure for the compensation of seafarers in the event of the failure of the recruitment and placement service or the relevant shipowner to meet its obligations to them. However, the Seafarers' group should specify how the requirement to provide seafarers with information would be implemented.

300. **A representative of the Government of the Russian Federation** also supported the intent of the proposal. Although the provision of such information would be useful, it would only benefit seafarers placed by recruitment and placement services.
301. **A representative of the Government of Jordan** agreed that it was important to ensure that seafarers were aware of their rights, who they could turn to in the event of problems and how to make claims. It might be helpful to examine the possibility of including specific information in SEAs on how to make claims in such cases.
302. **The Seafarer Vice-Chairperson** agreed that there were already provisions in the Convention that covered the situation raised, including in paragraph 5(c)(ii), which specified the need for Members to make sure that the "proper arrangements are made for seafarers to examine their employment agreements before and after they are signed and for them to receive a copy of the agreements". However, it was still the case that too many seafarers were not aware of the protection available and that the arrangements made were not made clear to them when they signed SEAs. In particular, during the pandemic, there had been many cases in which the ships to which seafarers had been assigned had not been where they were supposed to be. In 2021, there had been 91 cases in which seafarers had been abandoned, and in 41 of those cases there had been no financial security for abandonment. In those cases, it had been necessary for the seafarers to fall back onto the system of protection of recruitment and placement agencies, but they had not been provided with the necessary information to do so. Following further consultation, it might be possible, instead of the wording contained in the proposal, to add in Standard A1.4, paragraph 5(c)(ii), after the word "agreements", the words "including information on the system of protection referred to in (vi) below".
303. **The Shipowner Vice-Chairperson** noted that, in response to the request for information on the number of occurrences of cases involving the issue raised in the proposal, the Seafarer Vice-Chairperson had referred to cases of abandonment, which did not appear to be directly related to the issue under discussion. He added that there was a good system in place for ensuring that seafarers were duly informed in the Philippines, the country that supplied the most seafarers globally. In view of the lack of information available, it might be more appropriate to request the CEACR to provide further clarity on the situation with regard to the implementation of the requirement to inform seafarers of the protection system available.
304. **The Clerk** indicated that the CEACR had been requesting governments to provide information in their reports on the application of the Convention on the system of protection established by seafarer recruitment and placement services under Standard A1.4, paragraph 5(c)(vi). However, little information on that system had been provided in the reports. If the CEACR could not obtain information on the system, it was understandable that seafarers might also experience difficulty in finding the relevant information. It should also be noted that the system of protection set out in Standard A1.4, paragraph 5(c)(vi), covered any monetary loss incurred by the seafarer as a result of the failure of a recruitment and placement service or the relevant shipowner under the SEA to meet its obligations to them and was not limited to four months' outstanding wages and entitlements, as in the case of abandonment (Standard A2.5.2, paragraph 9).
305. **The Shipowner Vice-Chairperson** welcomed the clarification, which highlighted the need to focus on the implementation of the requirements already set out in the Convention.
306. **The Seafarer Vice-Chairperson** recalled that the system of protection set out in Standard A1.4, paragraph 5(c)(vi), predicated the system of financial security in the case of

abandonment. The difficulties encountered by the CEACR in obtaining information on the system of protection merely confirmed the situation faced by seafarers. It was not absolutely necessary, in order to adopt an amendment to the Convention, for there to be a compelling need, as shown by the approval of proposal No. 4, which covered a situation that arose in a relatively limited number of cases.

- 307. Representatives of the Governments of Brazil and the Russian Federation** supported the subamendment proposed by the Seafarer Vice-Chairperson, although further guidance might need to be provided.
- 308. The Shipowner Vice-Chairperson**, while acknowledging the underlying issue, considered that the subamendment proposed by the Seafarer Vice-Chairperson was not helpful as it was located in the subparagraph relating to the rights and duties of seafarers under their employment agreements, while the system of protection under discussion was not a part of the SEA. Moreover, it would require a reordering of the subparagraphs to maintain legal clarity. However, in an effort to address the concerns raised, he proposed to replace the wording contained in the proposal by the words "and ensure that seafarers are informed, prior to or in the process of engagement, of their rights under that system". It would be useful to hear the views of Governments as to whether that wording should be in the Standard or placed in the Guideline.
- 309. The Seafarer Vice-Chairperson** indicated that the proposed subamendment went a long way to addressing the concerns raised, but that it should be retained as a mandatory requirement in the Standard.
- 310. A representative of the Government of the Bahamas** supported the proposed subamendment, although he would prefer to see it in the Guideline.
- 311. Representatives of the Governments of Liberia, the Russian Federation, the United Kingdom, and France, speaking on behalf of the Member States of the EU**, supported the inclusion of the wording in the Standard as a mandatory requirement.
- 312. A representative of the Government of the Republic of Korea**, while supporting the subamendment, expressed concern that the wording only covered the liability of the recruitment agency, but not the shipowner. The original wording of the proposal would therefore be preferable.
- 313. A representative of the Government of the Philippines** explained that there was a requirement in the standard employment agreement for seafarers in her country for a copy of the certificate of insurance issued to the recruitment agency to be attached to the agreement containing the required information.
- 314.** It was agreed to approve Amendment A.85, as subamended.
- 315.** It was agreed to approve proposal No. 9, as amended.

Proposal No. 10 for an amendment to the Code relating to Standard A2.5.2, paragraph 9(a), of the MLC, 2006

- 316.** The following discussion refers to proposal No. 10 for an amendment to the Code relating to Standard A2.5.2, paragraph 9(a), of the MLC, 2006, submitted by the Seafarers' group, as set out in Part II of the background paper. The proposal sought, in Standard A2.5.2, paragraph 9(a), to replace the words "four months" by the words "eight months" on both occasions, so that the last part of the subparagraph would read: "limited to eight months of any such outstanding wages and eight months of any such outstanding entitlements".

317. **The Seafarer Vice-Chairperson** recalled that the amendments on financial security in cases of the abandonment of seafarers had now been in force for almost four years. During that period, many cases of abandonment had been successfully resolved. However, it had been found that a large number of cases of abandonment were not resolved in time for the seafarers concerned to receive all the wage entitlements owed to them, due to a number of factors. Those included the failure of seafarers to report cases in good time, port States and port facilities refusing to allow crew members to leave the ship, the failure of financial security providers to act quickly to pay wages, and other delays caused by the parties concerned. The proposed amendment would increase the maximum amount of wages for which the financial security provider was responsible under the MLC, 2006, which would give abandoned crew members greater security in cases that could not be resolved rapidly.
318. **A Shipowner spokesperson**, while thanking the Seafarers' group for the proposal and the explanations provided, opposed the proposed amendment, which was not viable from an insurance perspective and could also have the effect in practice of prolonging periods of abandonment. It should be recalled that liability under the provision on financial security fell directly on the financial security provider, rather than the shipowner or any other party. There had been instances in which Member States, in which cases of abandonment had occurred, had ruthlessly denied the rights of abandoned seafarers, confiscated their passports and seafarer identity documents and refused shore leave and, in some cases, medical care. While such action was to be condemned, it should be borne in mind that an extension of the period of liability for financial security from four to eight months, combined with the enduring obligation to provide maintenance and support, could lead to even longer periods of abandonment, with seafarers stagnating on board ships in remote locations, often on ships in a deteriorating condition, with no sense of urgency or incentive for certain port or flag States to facilitate repatriation. An increase in the period of the liability of the financial security provider would not resolve the problem of seafarer abandonment, nor would it necessarily mitigate the risks referred to by the Seafarer Vice-Chairperson. Indeed, the effect of the proposed amendment might be to encourage unscrupulous shipowners to make a conscious decision to withhold seafarers' wages in the knowledge that they would be covered by the financial security provider. Similarly, seafarers might be tempted to delay declaring their abandonment or making a claim for much longer periods than under the current provisions, in a vain hope of not losing their employment and the belief they would be paid by the financial security provider. It was important to recall that financial security providers had to insure the risk, not the event. There was of course a significant financial impact attached to the proposal, as doubling the period of liability would increase the reinsurance risk to such a high level that reinsurance would become extortionately expensive, if it was available at all. It should be recalled in that regard that the P&I Clubs did not charge for MLC, 2006 financial security certificates, which were included in the premium with other risks. It was possible that repatriation insurance to the level needed for the world merchant fleet would not be available at all in view of the total exposure of underwriters that would certainly result from the proposal. For example, the risk for just one of the insured fleets would rise from US\$750 million to US\$1.5 billion for eight months wages, excluding maintenance and support, with a disproportionate impact on financial security providers. Indeed, it had been extremely challenging to secure sufficient reinsurance to meet the risk of abandonment in recent years. If reinsurance was unavailable, the P&I Clubs might be unable to offer MLC, 2006 financial security certificates, which would mean that seafarers would be left with no, or less reliable coverage, with a greater danger of flag and port States having to step in if the insurance provider failed.

319. **The Government Vice-Chairperson** asked whether there were other options available for the provision of financial security certification apart from P&I Clubs.
320. **A representative of the Government of the United Kingdom** expressed sympathy for the proposal. However, in light of the indications provided by the P&I Clubs, he was unable to support it. The changes approved in the context of proposal No. 3 would go some way to addressing the concerns raised.
321. **A representative of the Government of the Russian Federation** would have liked to support the proposal, which was intended to improve the position of seafarers, but agreed that it was necessary to take into consideration the risks faced by insurers.
322. **A representative of the Government of Norway** agreed with the previous speakers and recalled that the provisions on financial security had been developed in close cooperation with the P&I Clubs.
323. **The Seafarer Vice-Chairperson** noted the views expressed on behalf of the P&I Clubs, particularly in relation to reinsurance. One example of the risks to seafarers was the case of Crystal Cruises, which had affected over 2,000 seafarers, most of whom had claims covering much more than four months. It was also necessary to take into account the fear that the proposal might have unintended effects in terms of prolonging periods of abandonment. It was important to work with the P&I Clubs on those issues and it should be recalled that it had required a change of rules by P&I Clubs to make the amendment on financial security workable. The IMO system in the event of abandonment was more robust because it included the mandatory involvement of governments. It might be possible to consider setting up an STC working group with a view to bringing forward a proposal at the next meeting of the STC.
324. **A representative of the Government of the Bahamas** said that any increase in the period of protection of outstanding wages and other entitlements would have the effect of increasing the risk for seafarers, and so did not therefore support the proposal. He indicated that the national authorities in the Bahamas had been heavily involved in resolving the issues arising for all the stakeholders in relation to Crystal Cruises, including seafarers' unions, port States and banks, and solutions had been found for all those affected, including the seafarers.
325. **The Seafarer Vice-Chairperson**, in response to a suggestion that the question might be referred to the joint ILO-IMO working group, indicated that it was purely a matter for the ILO. He would be prepared to withdraw the proposal in favour of a joint resolution calling for a working group to be set up under the STC to examine the matter.
326. It was so agreed.

Proposal No. 11 for an amendment to the Code relating to Standard A4.3, paragraph 5, and Guideline B4.3.5, of the MLC, 2006

327. The following discussion refers to proposal No. 11 for an amendment to the Code relating to Standard A4.3, paragraph 5, and Guideline B4.3.5 of the MLC, 2006, submitted by the Governments of Australia, France, Kenya, New Zealand, Norway and Panama, as set out in Part II of the background paper. The proposal sought to add a new subparagraph (a) to Standard A4.3, paragraph 5, which would read as follows:

"(a) all fatalities are adequately recorded and classified as per B4.3.5, paragraph 3, and reported on an annual basis to the International Labour Organization to be captured in a global fatalities at sea register;"

328. It also sought to add new paragraphs 3 and 4 to Guideline B4.3.5, which would read as follows:

"3. The competent authority shall report all fatalities (classified as per below) to the International Labour Organization on an annual basis:

- (a) illness/disease;
- (b) natural cause;
- (c) person overboard;
- (d) occupational accident;
- (e) suicide;
- (f) alleged suicide;
- (g) other.

4. The fatality data should be accompanied by the following information: type of fatality (as per classification above), IMO number, location of fatality (at sea, in port, at anchorage), and seafarer rank (officer (deck/engineer), rating, etc.)."

329. A representative of the Government of Australia, introducing the proposal, said that there was a gap in the global data on deaths at sea. The proposal therefore concerned the development of a global database on that subject. At present, data on fatalities at sea was not collected globally nor categorized in a consistent format, which made it difficult to analyse the available data with a view to addressing the causes, and to develop an overall picture of the mental health situation of seafarers. A number of preparatory meetings had been held with the Governments that were jointly sponsoring the proposal, which had led to certain subamendments to the proposal, seconded by the Governments of Kenya and New Zealand. Those included the removal of the reference to the IMO number, so that data on the deaths of seafarers would be confidential and they would not be identified. It was also proposed to include ship type and size in order to facilitate the categorization of the data. The reference would be removed to "natural cause", which was already captured by the categorization. Finally, the entry "alleged suicide" would also be removed. The data compiled would be essential to achieve an understanding of global trends in that regard and would inform OSH research and measures for seafarers on board ship.

330. A representative of the Government of the Bahamas noted that records of all the incidents set out in the proposal were already reported to the IMO. He therefore doubted that the MLC, 2006, was the appropriate context for the initiative.

331. A representative of the Government of Liberia considered that if Member States fulfilled their obligations to collect and report data as provided for under Standard A4.3, paragraph 5, with the guidance provided by Guideline B4.3.5 of the Convention, and in respect of annual reporting under Standard A5.1.4, paragraph 13, with the guidance provided by Guideline B5.1.4 paragraph 10, there would be no need for the additional requirement introduced by the proposal.

332. A representative of the Government of the Russian Federation said that, without a very clear breakdown of the data on fatalities collected, it would not be useful.

333. **A representative of the Government of the Republic of Korea** indicated that responsibility for data on deaths at sea should lie with the flag State, which should be responsible for the submission of data on all incidents involving seafarers on board ships flying their flag, irrespective of their nationality.
334. **A representative of the Government of Japan**, while appreciating the proposal and understanding the importance of the proposed database, wondered whether it would be appropriate to include it in the mandatory part of the Convention. It should also be borne in mind that it was often difficult to establish the underlying reason for death, especially in the case of suspected suicide.
335. **A representative of the Government of Mauritius** supported the proposal.
336. **A representative of the Government of Norway** also welcomed the proposal. He noted that the data collected by the IMO concerned individual incidents and accidents linked to the system for investigating casualties. The purpose of the present proposal was more related to global data analysis and compilation with a view to revealing trends on the basis of aggregated data. The ILO had the necessary experience in that field and the MLC, 2006, was therefore the right vehicle for the proposal.
337. **A representative of the Government of the United Kingdom**, recalling that the MLC, 2006, focused on seafarers, agreed that the proposal concerned more than just accidents and should be considered in the Convention. He proposed the deletion of the words "and classified as per B4.3.5, paragraph 3", which were not necessary.
338. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, requested clarification concerning the difference in meaning between fatalities and deaths at sea. The question also arose as to whether the data should be submitted to the International Labour Organization or to the Director-General of the International Labour Office. Any classification should adopt a gender neutral approach.
339. **The Shipowner Vice-Chairperson** noted that the proposal would create a new obligation for certain parties. Its purpose was to achieve a better understanding of the reasons for deaths at sea, and particularly for suicides. However, it failed to set out an action plan on what would be done with the resulting data. Data reporting was already partly in existence under the terms of the Convention, and that would therefore need to be refined. The term "fatalities" referred to the number of deaths for each 100 cases of a disease, and the term "deaths" was therefore more appropriate. Although it was important to understand the number of suicides of seafarers, a number on its own would be meaningless unless it illustrated a trend, and was comparable with other occupations. Benchmarking with other occupations was therefore necessary. The data collected should be disaggregated by gender and age. Moreover, it was very difficult to determine cases of suicide. In many jurisdictions, only a coroner could determine such causes of death.
340. **The Seafarer Vice-Chairperson** supported the proposal in principle. Accurate data would be important in ensuring decent living and working conditions for seafarers and in informing policymaking. It was clear that the time spent away from home and the pressure endured by seafarers as key workers during the pandemic had increased the risk of suicide. However, many questions remained as to how the proposal could achieve its intended aims. Moreover, deaths at sea might not offer a complete picture, as seafarers might die upon their return home following a voyage. Causes of death might include exposure to asbestos or chemicals. Conditions at sea were still difficult. It was also important to ensure the confidentiality of the data and that seafarers were not identified, particularly in cases of suicide, which raised issues of a cultural and religious nature. The protection and benefits

available to seafarers' families might not be provided in cases of suicide. It would also be necessary to specify the party responsible for reporting, which would presumably be the flag State, also to ensure that there was no double or triple reporting. The issue raised by the proposal was largely related to existing OSH reporting requirements. However, reporting on such issues to the IMO was quite poor and it would be necessary to improve on that system.

- 341.** **The Legal Adviser** replied in writing to the request for clarification by the representative of the Government of France, on behalf of the Member States of the EU, concerning the use of the term "fatality" and the preparation and routing of annual reports on fatalities at sea to the ILO. Concerning the use of the term "fatality", it was noted that the expression "fatal accident" is commonly used in labour law to denote an accident at work that leads to an employee fatality. In the context of occupational health and safety, fatality is a death caused by an accident at the workplace, on the way to and from the workplace, or during other works or movements directly or indirectly related to the occupation. The word fatality is to be found in expressions such as "fatality rate", "fatality risk", "fatality analysis" or "fatality database" but may also be used to indicate the number of deaths (for example, single fatality). In the Office's view, therefore, there seems to be no impediment to using the expression "global fatalities at sea register", as proposed by the sponsors of proposal No. 11. In addition, "fatality" is the term used in Guideline B4.3.5, paragraph 1 in relation to reports on occupational accidents and occupational injuries and diseases. With respect to the question of whether the annual report on fatalities at sea should be addressed to the International Labour Organization or to the Director-General of the International Labour Office, it was noted that the MLC, 2006, contains similar references to reports being submitted to the ILO Director-General (for instance, Standard A5.2.2, paragraph 6) and it was therefore advisable to address the annual report on fatalities to the Director-General.
- 342.** **A representative of the Government of Australia** welcomed the clarifications provided during the discussion. While the IMO collected some data on accidents at sea, there was no data available with regard to other deaths, namely data on persons overboard and suicides at sea. The purpose of the proposal was therefore to obtain baseline data. Further clarifications would be required on the taxonomy for classifying fatalities at sea.
- 343.** Following further consultations, the Government Vice-Chairperson proposed a subamended version of the proposal, agreed within the Government group, in which the new subparagraph in Standard A4.3, paragraph 5, would read as follows:
- "(a) all deaths of seafarers on board the ships flying its flag are adequately investigated and recorded, and reported on an annual basis to the Director-General of the International Labour Office to be captured in a global deaths at sea register;
- 344.** The following new paragraphs would be inserted in Guideline B4.3.5, paragraph 3:
3. The competent authority should report all deaths of seafarers on board the ships flying its flag to the Director-General of the International Labour Office on an annual basis in the format, and using the classification, as specified by the ILO.
4. The fatality data should be accompanied by the following information: type [classification] of death, ship type, ship size (gross tonnage), location of fatality (at sea, in port, at anchorage), seafarer gender, age and rank (officer (deck/engine), rating, etc.)."
- 345.** **The Shipowner Vice-Chairperson** welcomed the changes made in the subamended proposal. Further improvements should still be made. He proposed the addition of the

words "employed, engaged or working" after the word "seafarers" in new subparagraph (a) and proposed paragraph 3, as deaths of seafarers on board ships would exclude deaths ashore. He further proposed the replacement in proposed paragraph 3 of the word "ILO" by "Office and the Officers of the STC". In new paragraph 4 the reference should be to "type of death", rather than "classification". Moreover, the data should be published, rather than captured.

- 346. The Seafarer Vice-Chairperson** did not consider that it would be appropriate to refer to the Officers of the STC in that context. A reference to the Office would be sufficient. When the request was sent out for data, it should also be sent to non-ratifying Members to ensure that the data was as complete as possible.
- 347. A representative of the Government of Belgium** said that the term "gender" included not only male and female, but also people who did not identify as male or female, which should be taken into account when setting up the reporting system.
- 348. The Shipowner Vice-Chairperson** indicated that the register should be called only "global register" (not deaths at sea register) as this would exclude deaths in port and anchorage. If a specific name was necessary this could be decided at a later stage.
- 349. The Legal Adviser** indicated that the word "captured" was not necessary, and that "published" was sufficient. It would also be better to refer to deaths, rather than fatalities in Guideline B4.3.5.
- 350.** It was agreed to approve proposal No. 11, as amended.

Proposal No. 12 for an amendment to the Code relating to Standard A2.4, paragraph 3, Standard A2.5.1, paragraphs 1 and 2, Guideline B2.5.1, paragraph 8, and Appendices A5-I, A5-II and A5-III of the MLC, 2006

- 351.** The following discussion refers to proposal No. 12 for an amendment to the Code relating to Standard A2.4, paragraph 3, Standard A2.5.1, paragraphs 1 and 2, Guideline B2.5.1, paragraph 8, and Appendices A5-I, A5-II and A5-III of the MLC, 2006, submitted by the Governments of 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 and Sweden, as set out in Part II of the background paper. The proposal sought, in Standard A2.4, paragraph 3, to delete the words ", except in cases provided for by the competent authority" and to add at the end of the paragraph the following text:

"In duly justified exceptional cases provided for by the competent authority on a case-by-case basis and with the informed consent of the seafarer concerned in writing, a seafarer may remain on board for a limited time period. The minimum annual leave with pay may not be replaced by an allowance in lieu, except in cases where the employment relationship is terminated. 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".

352. In Standard A2.5.1, paragraph 1, it sought to add a new subparagraph (d): "in any event, at the end of the maximum duration of service periods on board.".
353. In Standard A2.5.1, paragraph 2(b), it sought to: add the words ", including any training periods on board," after the words "periods on board"; and replace the words "is entitled to repatriation – such periods to be less than 12 months" by the words "shall be repatriated, shall not exceed 11 months".
354. In Guideline B2.5.1, paragraph 8, it sought to add the following text at the end of the paragraph: "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)".
355. In Appendix A5-I, it sought to add the words "Maximum duration of service periods on board" after the words "Hours of work or rest".
356. In Appendix A5-II, it sought to add the following new point on the Declaration of Maritime Labour Compliance – Part I: "17. Maximum duration of service periods on board (Regulation 2.5)".
357. In Appendix A5-III, it sought to add "Maximum duration of service periods on board" after the words "Hours of work and rest".
358. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, said that, for the first time, all of the Member States of the EU were putting forward a proposal for an amendment to the MLC, 2006. The amendment would directly affect the maximum period of time that seafarers could spend at sea, as it would set the maximum period of service after which a seafarer would have to be repatriated at 11 months. However, they would be able to stay on board for longer periods in exceptional circumstances if several conditions were met, namely when so approved by the flag State on a case-by-case basis and with the informed consent of the seafarer concerned in writing. Although exceptions would therefore be allowed, they would require the authorization of the flag State. The amendment was necessary because seafarers were often called upon, particularly during the pandemic, to work excessive periods at sea, which could be as long as 18 months or over. Such long periods of service at sea did not constitute decent working conditions. Seafarers had a right to family life and to spend time with those close to them. During discussions of maximum periods of service at sea, it was often claimed that the International Convention on Standards of Training, Certification and Watchkeeping (STCW) imposed a duration of 12 months of service at sea for cadets. However, it had been confirmed by the IMO that such service did not need to be completed in a single period, and the situation of cadets was not therefore an obstacle to the proposed change.
359. **The Government Vice-Chairperson** indicated that, during their discussions, the representatives of Governments had considered that the proposal was going in the right direction, but that the proposals raised certain difficulties, including the training periods for cadets under the STCW.
360. **The Shipowner Vice-Chairperson**, with reference to claims that the proposal would help solve the crew change crisis, recalled that the problem lay with national administrations, including health authorities, and that nothing in the proposal would affect their actions. Moreover, the question arose of why the proposal focused on a maximum period of service of 11 months, rather than another figure, such as 10 months. No evidence had been provided to show that a maximum period of service of 11 months would improve safety at sea. The excessive periods of time spent by seafarers at sea were largely the fault of governments. The proposal would actually have the effect of reducing the freedom of

seafarers, with an entitlement being converted into a requirement. With regard to cadets and the training period set out in the STCW, although it was true that training periods could be interrupted, as they frequently were, for example, for cadets from European countries, such interruptions would give rise to much greater difficulties in the case of cadets from very distant countries. If the proposal were to be adopted, it would severely affect the training and employment opportunities of seafarers from very remote countries.

- 361. The Seafarer Vice-Chairperson** in principle supported the proposal, as subamended. It was unrealistic to refer to the freedoms of seafarers in an employment relationship that was dominated by the shipowner. It was important to re-emphasize that, under the terms of the MLC, 2006, cadets were considered to be seafarers. And it was not true that the IMO considered that cadets should complete their training service at sea in one period. It was the responsibility of Member States to organize training programmes in such a way that they were in compliance with the MLC, 2006. The interpretation of the CEACR was quite clear, that paid annual leave entitlements had to be included within the maximum 12 month period of service.

Amendments A.79, A.99 and A.64

- 362.** Amendment A.79, submitted by the Governments of the Marshall Islands and Norway, sought to delete the additional text proposed in Standard A2.4, paragraph 3, but to maintain the proposed deletion of the words ", except in cases provided for by the competent authority.". Amendment A.99, submitted by the Shipowners' group, also sought to retain the current text of Standard A2.4, paragraph 3, by deleting the proposed additional text and reinstating the words ", except in cases provided for by the competent authority,"
- Amendment A.64, submitted by the Governments of Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden, was identical to Amendment A.99.
- 363. Representatives of the Governments of the United Kingdom and Liberia** preferred to retain the present text of Standard A2.4, paragraph 3.
- 364. A representative of the Government of Norway** withdrew Amendment A.79.
- 365.** It was agreed to approve Amendments A.99 and A.64.

Amendments A.78 and A.43

- 366.** Amendment A.78, submitted by the Governments of the Marshall Islands and Norway, both sought, in Standard A2.5.1, paragraph 2(b), to replace the proposed text following the words "service periods on board" with the words "following which a seafarer is entitled to be repatriated is 11 months". and Amendment A.43, submitted by the Government of the Cook Islands, sought, in Standard A2.5.1, paragraph 2(b), to replace the proposed text following the words "service periods on board" with the words "following which a seafarer shall be repatriated is 11 months".
- 367. The Shipowner Vice-Chairperson** said that clarification was required on the differences between the legal concepts of entitlements, rights and requirements.
- 368. The Seafarer Vice-Chairperson** considered that, in the context of a mandatory maximum period of service, the term "shall" was more appropriate than "is entitled to". The amendments would not raise problems with regard to training periods if there could be a consensus that cadets were to be considered as seafarers.

369. **A representative of the Government of the United Kingdom** agreed with the deletion of the reference to training periods. However, the problem with mandatory repatriation following the maximum period of service at sea was that it might not be in the interests of seafarers to be repatriated.
370. **A representative of the Government of Norway**, introducing Amendment A.78, said that there was a common understanding that cadets were seafarers within the context of the MLC, 2006. The background to the proposal and the amendment was the interpretation of the CEACR, which had become almost settled practice, that the maximum period of service on board should be 11 months, as the maximum of 12 months included the period of leave. The need to define a maximum period of service at sea had become more pressing during the pandemic, and the proposed text better reflected the original intention of the Convention and would help to ensure that controls, for example by port States, were uniform throughout the world.
371. **A representative of the Government of Liberia** considered that seafarers had a right to be repatriated after 11 months of service at sea, although they might choose not to enforce that right in cases of mutual agreement. He therefore supported Amendment A.78.
372. **A representative of the Government of the Bahamas** also supported Amendment A.78.
373. **A representative of the Government of Jordan** believed that the period of 11 months should be subject to an exception for cadets. Another issue that arose was what happened if the 11 month period expired when the ship was nowhere near the shore.
374. **The Shipowner Vice-Chairperson** noted agreement in some countries that cadets should be considered to be seafarers. However, it was a matter of concern that port State controllers were enforcing an interpretation of the CEACR. It would be useful if the Legal Adviser could clarify that point.
375. **The Legal Adviser** understood that the intention of the sponsors of the amendment was to codify the maximum period of service at sea at 11 months. In order to do that, it was not necessary to make any other changes to the text of the Convention. The wording "is entitled to repatriation" appeared to be more precise as the words "shall be repatriated" might be taken to mean that the seafarer would have to be removed forcibly from the ship, if necessary. Yet, it was clear that the intent of both was that seafarers would be able to disembark from the ship after 11 months at sea.
376. **A representative of the Government of Japan** noted that Amendment A.11 contained clarifications on the reasons why the maximum period of service on board should be reduced from 12 to 11 months, and should perhaps be discussed before the other amendments under consideration.

Amendment A.11

377. Amendment A.11, submitted by the Government of Japan, sought, in Standard A2.5.1, paragraph 2(b), to replace the words after "service periods on board" by the words ", including any training periods on board and excluding annual leave with pay entitlement under Standard A2.4, paragraph 2, following which a seafarer shall be repatriated shall not exceed 11 months."
378. **A representative of the Government of Japan**, introducing the amendment, said that, based on the interpretation of the CEACR, and in response to the situation that had arisen during the pandemic, when seafarers had often worked excessive periods on board, the amendment sought to clarify that the entitlement to annual leave with pay was not included

within the maximum duration of service periods on board, and that the entitlement to leave would apply outside those periods.

379. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, agreed that the maximum period of 11 months had been selected in accordance with the interpretation of the CEACR. Amendment A.11 offered an interesting solution that could be helpful.
380. **A representative of the Government of the Marshall Islands** said that the fact that the maximum period of 11 months was currently derived from the interpretation of the CEACR could give rise to differences in application by port State control officers. He preferred the wording "is entitled to".
381. **A representative of the Government of the United Kingdom** suggested the inclusion of the word "continuous" to qualify the maximum duration of service periods. He could accept Amendment A.11.
382. **A representative of the Government of Norway** said that the focus of the provision should remain on repatriation, with the maximum duration of periods of service on board being part of entitlement to repatriation. He preferred the wording "is entitled to".
383. **A representative of the Government of the Republic of Korea** also preferred the term "is entitled to", which was consistent with the wording of paragraph 1 of Standard A2.5.1. He also agreed with the maximum period of 11 months and the possibility of certain exceptional cases. However, any reference to training should be removed from the paragraph. The situation of seafarers during the pandemic would have a significant effect on the recruitment of seafarers in future.
384. **A representative of the Government of Liberia** preferred Amendment A.78 and the wording "is entitled to".
385. **A representative of the Government of the Bahamas** could accept Amendment A.11, although a more appropriate wording would be "shall have the right to be repatriated".
386. **A representative of the Government of New Zealand** could accept the term "shall be repatriated", when accompanied by a provision authorizing extensions in exceptional circumstances. There should also be an exception for cadet training.
387. **A representative of the Government of Panama** said that repatriation was a right and it was important to establish that the maximum period of service at sea was not more than 11 months.
388. **The Shipowner Vice-Chairperson** considered that the use of the term "shall" in relation to repatriation raised difficulties. Seafarers might wish to be repatriated to places other than the specified destination of repatriation. There was a significant difference between a right and an entitlement. Any modification of the wording of the present provision was likely to upset the carefully crafted balance in the Convention, in the present case, for example, with the Guideline B2.4.3 on the accumulation of leave, as well as the possibility for periods longer than 11 months at sea in certain circumstances.
389. **The Seafarer Vice-Chairperson** emphasized that the aim was to enhance the protection of seafarers and strengthen the Convention. Although it had been claimed that every word of the Convention had been carefully crafted, it should not be forgotten that the MLC, 2006, was a consolidation of standards that went back to 1919 and that everyone had agreed at the time that the consolidation process should not promote fundamental changes to the

established provisions, as there would otherwise have been a risk of the whole process falling apart. His preference was for the use of the term "shall" in relation to repatriation.

390. **The Legal Adviser** noted the references to the interpretation of the CEACR, which set out the grounds for considering that under the combined effect of the provisions of the Convention on maximum periods of service at sea following which seafarers were entitled to repatriation and those on annual leave, seafarers could not remain on board for more than 11 months, unless there were exceptional circumstances. It was his understanding that the purpose of the proposal was to turn that maximum period of 11 months to blackletter law and thus close any loopholes which might lead to misunderstandings in the application of the Convention. The use of the term "disembarkation", which did not occur elsewhere in the Convention, except in one of the proposals made at the current meeting, might introduce an element of confusion. However, the meaning was clearly that after the completion of 11 months of service at sea, seafarers would not be able to keep working on board. The purpose behind the proposal was to ensure that no seafarer was faced with the prospect of having to work for 14 or 16 months, as had occurred during the pandemic. Repatriation was an entitlement, although it might be considered necessary to retain certain exceptions. The situation of cadets might require some further consideration.
391. **A representative of the Government of Norway** agreed that the STC was engaged in an exercise of codification. There had been a proposal to refer to the maximum duration of continuous service periods, or the term "uninterrupted" could also be used.
392. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, in light of the comments made, and following further consultation, proposed a subamended version of the proposal for Standard A2.5.1, paragraph 2(b), which would read "the maximum duration of periods of service on board, excluding annual leave with pay entitlements under Standard A2.4, paragraph 2, shall be 11 months. In duly justified cases provided for by the competent authority on a case-by-case basis and with the formal, free and informed consent of the seafarer concerned in writing, the maximum duration may be extended." The concept was to set out the principle and then to provide for very limited possibilities for exceptions, which would have to be approved by the competent authority on a case-by-case basis. The proposal to include terms such as "uninterrupted" and "continuous" had not been taken up, as they might prevent short breaks of even one or two days, for example, and require the calculation of the maximum period to be restarted.
393. **The Shipowner Vice-Chairperson**, in response, welcomed the effort to achieve brevity in setting out the main principle. He proposed even greater brevity in the following subamendment: "the maximum service periods on board shall be 11 months. In cases provided for by the competent authority and, with the mutual consent of the seafarer and shipowner concerned, the service periods on board may be extended for a period mutually agreed upon". In that text, an effort had been made to eliminate anything that was provided for elsewhere in the Convention, particularly in relation to annual leave. It was necessary for the shipowner to be involved in any agreement to extend the maximum service periods as, if that were to be left to the seafarer and the competent authority, the shipowner might find itself confronted with a situation to which it had not agreed.
394. **The Seafarer Vice-Chairperson** could support the text proposed by the representative of the Government of France.
395. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, appreciated the efforts made by the Shipowners' group. He could support

the removal of the reference to annual leave. However, the new version contained a provision on exceptions that was too broad. It should retain the notion of "exceptional" and "on a case-by-case basis". It was also important for the authorities of the flag State to exercise some control over any extensions. A maximum period of 11 months was already enormous.

396. **A representative of the Government of the Bahamas** agreed with the proposal by the Shipowner Vice-Chairperson, but wanted the term "written" to be retained to qualify mutual consent.
397. **A representative of the Government of the Cook Islands** agreed in general with the proposal, with the retention of the words "exceptional" and "written". She agreed with the deletion of the term "free", which was not easy to demonstrate objectively. She asked for clarification from the representative of the Government of France as to whether, with the inclusion of the term "on a case-by-case basis", it would be necessary to seek the approval of the competent authority in each case.
398. **A representative of the Government of Norway** considered that the subamendment proposed by the Shipowners had some merit. It would be crucial to retain the word "written". The term "exceptional" would be sufficient and the words "duly justified" could be omitted. The words "mutually agreed upon" should also be retained, although the phrase "for a limited time period" was not necessary.
399. **A representative of the Government of the Republic of Korea** was concerned that, if the reference to annual leave was removed, 11 months could become 10 months taking into account the leave entitlement.
400. **A representative of the Government of the United Kingdom** considered that the proposal by the Shipowners brought greater clarity. In his view the term "exceptional" covered "on a case-by-case basis".
401. **The Shipowner Vice-Chairperson** suggested the deletion of "mutually agreed upon", so that the subparagraph would finish with the word "extended". However, the term "on a case-by-case basis" created difficulties. There had been around 400,000 seafarers who had worked beyond the maximum periods of service during the pandemic. The competent authorities could not be expected to issue authorizations in each individual case. With reference to the concern expressed in relation to annual leave, it would be sufficient to place it on record that the maximum period of 11 months could not become 10 months through the subtraction of 2.5 days leave for each month of service.
402. **The Seafarer Vice-Chairperson** could agree to the shorter first sentence, with the removal of the reference to annual leave. However, the rest of the Shipowners' proposal was not acceptable. In particular, the reference to the extension of the period by mutual agreement between the seafarer and the shipowner showed very little understanding of the basic weakness of the position of seafarers in that relationship. Extensions of periods of service to up to 17 months, as had been seen during the pandemic, were way beyond what could be considered a reasonable extension, as noted by the CEACR.
403. **A representative of the Government of Canada** welcomed the efforts made to reach agreement. The terms "exceptional" and "for a limited time period" should be retained.
404. **A representative of the Government of the Russian Federation**, despite the shorter version proposed by the Shipowners' group, preferred the proposal made by the representative of the Government of France. It would be very difficult to do everything on a case-by-case basis.

405. **A representative of the Government of the Islamic Republic of Iran** emphasized that it was important for the maximum period of time to be specified, so that extensions could not be unlimited in length.
406. **The Shipowner Vice-Chairperson**, in response to a question from the representative of the Government of France, indicated that he would be prepared to accept the term "for a limited time period" if it were part of an acceptable package. What he was seeking to prevent was a further source of confusion if both the flag State and all the other parties were involved in any extension.
407. **A representative of the Government of Norway** considered that it was important for flag States to be able to regulate exceptional cases in which extensions to periods of service could be accepted to ensure that there were not unlimited extensions. The term "for a limited time period" would be acceptable.
408. **A representative of the Government of Panama** agreed that it was important for national authorities to be involved. Any extensions would have to be "exceptional" and mutually agreed upon, with the consent given in writing. It was necessary to know when an extension could occur, and it would have to be for exceptional reasons.
409. **The Clerk** indicated that, in accordance with the comments of the CEACR, any exception to the prohibition to forego annual leave had to be narrow. It was not enough for such exceptions to be agreed to by mutual consent, as seafarers might be under great pressure, for example, due to their financial situation, to accept such extensions, to the detriment of their health. Adequate rest was important for safety reasons and to avoid excessive fatigue.
410. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, following further consultations, proposed a further compromise text for the second sentence in subparagraph (b), which would read as follows: "In exceptional circumstances, and within the limits provided for by the competent authority on a case-by-case basis, and with the consent of the seafarer and shipowner concerned in writing, a seafarer may remain on board for a limited period of time beyond 11 months".
411. **The Shipowner Vice-Chairperson** said that the expression "remain on board" was vague, and presumably meant working on board, and not merely as a passenger.
412. **The Seafarer Vice-Chairperson** did not consider that much progress had been made with the proposed subamendment.
413. During a brief discussion, several representatives of Governments expressed regret that, despite being close to agreement, it did not appear possible to reach a mature agreed text at the present meeting of the STC. In light of the lack of time available to continue the discussion, it was therefore proposed to defer discussion of the proposal until the fifth meeting of the STC.
414. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, regretted that this amendment was not successful but acknowledged that the discussion demonstrated the need for an amendment of the Code of the MLC, 2006, on this matter and looked forward to the discussions at the next meeting of the STC.
415. It was so agreed.

Vote by the Special Tripartite Committee on the eight approved proposals to amend the Code in relation to Regulations 1.4, 2.5, 3.1, 3.2, 4.1, 4.3 and Appendices A2-I and A4-I of the MLC, 2006

- 416.** A record vote was taken in accordance with Article XV, paragraph 4, of the MLC, 2006, on the eight approved proposals to amend the Code of the MLC, 2006. Separate votes were taken on each of the approved proposals, in the order of the numbers that had been assigned to the original proposals. For the first time since its establishment, the Committee voted by electronic means.
- 417.** Of the 101 Member States that had ratified the MLC, 2006, 63 were represented at the meeting and the required quorum was thus obtained.
- 418.** The amendment to the Code of the MLC, 2006, relating to Regulation 4.3 (proposal No. 1 on personal protective equipment) obtained 432 votes in favour; there were no votes against and 8 abstentions.
- 419.** The amendments to the Code relating to Regulation 3.2 (proposal No. 2 on food and drinking water) obtained 436 votes in favour; there were no votes against and 4 abstentions.
- 420.** The amendment to the Code relating to Regulation 2.5 (proposal No. 3 on repatriation of abandoned seafarers) received 426 votes in favour, 4 votes against and 10 abstentions.
- 421.** The amendments to the Code relating to Regulation 4.1 (proposal No. 4 on medical care ashore) received 428 votes in favour, 4 votes against and 8 abstentions.
- 422.** The amendments to the Appendices A2-I and A4-I to the MLC, 2006 (proposal No. 5 on financial security – registered owner) obtained 432 votes in favour; there were no votes against and 8 abstentions.
- 423.** The amendments to the Code relating to Regulation 3.1 (proposal No. 6 on communications) received 410 votes in favour, 4 votes against and 26 abstentions.
- 424.** The amendment to the Code relating to Regulation 1.4 (proposal No. 9 on recruitment and placement – system of protection) received 426 votes in favour, 2 votes against and 12 abstentions.
- 425.** The amendments to the Code relating to Regulation 4.3 (proposal No. 11 on reporting on deaths at sea) obtained 434 votes in favour; there were no votes against and 6 abstentions.
- 426.** In all the votes, the majority in favour of the amendments comprised the votes in favour of at least half the government voting power, half the Shipowner voting power and half the Seafarer voting power of the Committee members registered at the meeting.
- 427.** All the eight proposals to amend the Code of the MLC, 2006, were thus adopted.
- 428.** Full details on the individual votes cast are contained in the appendix.

► V. Any other business

- 429.** A representative of the Government of the Marshall Islands raised two issues for discussion by the STC: (i) the interpretation and application in practice of the term “abandonment”; and (ii) the procedure for including or removing a ship from the joint IMO/ILO database on reported incidents of abandonment of seafarers. Prior to the

COVID-19 pandemic, it had been difficult to imagine that the term “abandonment”, as set out in Standard A2.5.2, paragraph 2, of the MLC, 2006, would be interpreted other than in accordance with the definition in the Convention. However, recently, there had been situations in which vessels had been declared abandoned, or threatened with a declaration of “abandonment”, and placed on the abandonment database without a thorough investigation of the circumstances. In one case, a vessel had been inappropriately placed on the abandonment database because of a delay in repatriation due to COVID-19-related air travel restrictions in the seafarer’s country of residence, as well as various local quarantine regulations. That was despite having in place a repatriation plan agreed by the seafarers and the shipowner and approved by both the flag and port States. The inclusion of the vessel in the abandonment database was based on Standard A2.5.2, paragraph 2(a), namely, “failure to cover the cost of repatriation”. In that regard, he indicated that his Government had been informed that “if a significant amount of time has passed after the right to repatriation is triggered, it can be implied that the shipowner has failed to cover the costs of repatriation.” He strongly objected to that interpretation. In addition, the current database recording process did not allow for the removal of a vessel from the abandonment list, even if the vessel had been determined to have been erroneously included on it. The Marshall Islands had experienced damages to responsible, conscientious and cooperative shipowners who, despite making every effort to repatriate their crews under extremely challenging circumstances, and while being in compliance with international maritime Conventions (including the MLC, 2006), had seen their vessels publicly labelled as “abandoned”. For the abandonment database to remain credible, its procedures would need to be amended. In particular, the STC should ensure that: (a) the meaning of the term “abandonment” was only defined in accordance with Standard A2.5.2, paragraph 2, of the MLC, 2006, with no other possible interpretations thereof; (b) all stakeholders recognized repatriation plans that had been approved by competent authorities; (c) the abandonment database procedures were reviewed and amended to ensure that at a minimum: (i) all cases were appropriately reviewed and a vessel was not placed on the abandonment database unless it met one or more of the three criteria listed in Standard A2.5.2, paragraph 2, of the MLC, 2006; (ii) all cases were closed in a timely manner; and (iii) a mechanism was developed to allow the removal of a vessel that had been erroneously added to the database.

430. The Shipowner Vice-Chairperson observed that, although the abandonment database was not strictly an STC issue, shipowners had been deeply involved and committed to helping resolve abandonment cases for many years. The STC should therefore be able to advise that, in relation to the abandonment database and any other use of the term under the auspices of the ILO and IMO, “abandonment” was explicitly defined in Standard A2.5.2, paragraph 2, of the MLC, 2006. His group considered that it could be appropriate to review the procedures and processes surrounding the abandonment database. There had been considerable experience gained with the database over the past few years and it would be useful if that could be shared in a review. It was important to ensure that cases which did not meet the definition of “abandonment” were not added to the database, and those that were added to the database benefited from every effort by all concerned parties so that they could be dealt with and closed in a timely manner. The Office could provide guidance on the manner in which those issues could be taken forward, as appropriate.

431. The Seafarer Vice-Chairperson considered that the definition of abandonment was being applied as established in Standard A2.5.2, paragraph 2, of the Convention. He emphasized that, if a seafarer was due for repatriation and the shipowner failed to arrange and pay for repatriation immediately, or within a reasonable time, then the shipowner had failed to cover the costs of repatriation. Furthermore, if a shipowner did not supply food,

accommodation, drinking water and supplies essential for survival and medical care, that meant the seafarer had been left without maintenance and support. Finally, if the shipowner had not paid the seafarer for two months, or had otherwise ceased contact, then the shipowner would be deemed to have unilaterally severed ties with the seafarer. In addition, there should be some temporal requirement implied in the criteria to avoid shipowners being able to claim eternally that they were endeavouring to comply. He recalled that the Committee of Experts in December 2020 had expressed its concern at the rights of seafarers, including through an unequivocal statement to the effect that force majeure could no longer be invoked by States to explain their failures to comply with the MLC, 2006. The STC had endorsed that statement in a resolution adopted during Part I of its fourth meeting. Compliance with the Convention was mandatory and the excuse that COVID-19 had prevented compliance was no longer relevant. His group disagreed with the facts of the case as recounted by the representative of the Government of the Marshall Islands. The case had occurred at the end of 2021, well after the statement by the Committee of Experts and the STC resolution. The ITF was dedicated to maintaining the credibility of the abandonment database. In relation to the issues raised by the representative of the Government of the Marshall Islands, he indicated that his group: (i) agreed that the term "abandonment" should be applied as defined in Standard A2.5.2, paragraph 2, of the MLC, 2006; (ii) did not agree that stakeholders should recognize repatriation plans approved by competent authorities, especially where the crew had served many months beyond the term set out in their contracts or beyond the maximum limits established in the MLC, 2006; it was fundamental for unions and seafarers' organizations to be allowed to challenge those cases and advocate for the rights of seafarers; and (iii) did not consider that the abandonment database procedures needed to be reviewed. All cases reported already met one or more of the criteria. Delays in closing cases were not the result of the procedures in place, and those cases could already be removed from the database if the reporting party agreed that the report was erroneous. To resolve that issue, the representative of the Government of the Marshall Islands should address a request in writing to the Office seeking an opinion on what was meant by "fails to cover the costs of the seafarer's repatriation", and then follow up the issue in future, as necessary.

432. **A representative of the Government of India** wished to highlight the difficulties faced by his Government when dealing with cases of seafarers' abandonment reported to the IMO/ILO database. He proposed the inclusion of distinct information about abandoned seafarers in the IMO/ILO database and the development of a mechanism to facilitate the expeditious exchange of information and responses by the authorities of the flag State, the nearest port State and the State of which the abandoned seafarer was a national. The IMO/ILO database had been established to monitor the problem of abandonment in a more comprehensive manner and thereby enable the expeditious and effective resolution of incidents of abandonment. The establishment of the IMO/ILO database had assisted in monitoring the abandonment of seafarers. However, additional improvements had been necessary to make the monitoring mechanism more comprehensive. For instance, information related to insurance, or the lack thereof, had recently been added to the database. Nevertheless, resolving seafarer abandonment cases remained a complex and time-consuming task. In that regard, his Government had found that the lack of adequate or relevant details on the seafarers themselves in the IMO/ILO database affected expeditious information-sharing and responses from the flag State, the nearest port State authorities and the State of which the seafarer was a national when dealing with abandonment cases.

433. He added that, in cases where the shipowner failed to meet its obligations, the flag State or, in some cases, the port State or the State of which the seafarer was a national, might be called upon to intervene. India was one of the largest seafarer-supplying nations. Unfortunately, as indicated at the 108th Session of the IMO Legal Committee, seafarers from India were at the top of the list of abandoned seafarers. In that context, the Indian Maritime Administration had noted the following. The IMO/ILO database contained 159 seafarer abandonment cases involving Indian seafarers. According to the information available to the Directorate General of Shipping, of a total of 1,379 abandoned Indian seafarers, 123 cases involving 1,112 seafarers had been resolved, and 36 cases involving 267 Indian seafarers were still pending. Of the 36 pending cases, four cases involving 21 seafarers dated back to the years 2006, 2008 and 2009. The Indian Maritime Administration continued to face difficulties in taking prompt action on those cases due to a lack of information, such as the name of the abandoned seafarer, the number on the Seafarers' Identification Document (SID), the Continuous Discharge Certificate (CDC), the number of seafarers and details of the Manning agent or recruitment and placement service provider. Responses to requests for details concerning seafarers were not received from the flag State. Even where those cases had presumably been resolved, the lack of information resulted in them being treated as pending cases. Accordingly, India continued to face difficulties in identifying expeditiously the Indian seafarers who had been abandoned on board ships due to the inadequacy of details related to seafarers in the IMO/ILO database. Such a lengthy process in dealing with abandonment cases was prejudicial to the protection of seafarers' fundamental rights under the MLC, 2006. Such delays in sharing information concerning abandoned seafarers and the subsequent difficulties in the implementation of the provisions of the MLC, 2006, needed to be addressed effectively. The IMO/ILO database could be further improved by including information such as: (i) the name of the abandoned seafarer; (ii) the SID number or the number of the seamen's book held by the seafarer under the Seafarers' Identity Documents Convention, 1958 (No. 108), or the Seafarers' Identity Documents Convention (Revised), 2003, as amended (No. 185); (iii) the details of the Manning agent or recruitment and placement service provider of the abandoned seafarer (if applicable); and (iv) a provision indicating the response from, or the action taken by the flag State, the port State and the State of which the seafarer was a national. In cases of seafarer abandonment, Member States should develop a mechanism to obtain a rapid response from the flag State, the nearest port State authorities or the State of which the seafarer was a national. He requested the STC to take note of his intervention as a basis for further action, as appropriate.
434. **A Shipowner representative** indicated that it would be a problem for names and details of individual seafarers to be included in the database as that would be in breach of the EU General Data Protection Regulation (GDPR). Personally identifying seafarers in a database would also potentially compromise them and put them at risk, thereby making their situation worse.
435. **The Secretary-General** indicated that the Office would be prepared to provide an informal legal opinion in reply to the issue raised by the representative of the Government of the Marshall Islands if a formal request were made to the Office to that end. Regarding the suggestion that a review be undertaken of the functioning of the database, which was run jointly by the IMO and the ILO, she emphasized that the Office would need to consult the IMO beforehand. Based on the various comments made, the Office would be prepared to bring those suggestions to the attention of the IMO and would engage in a discussion with the Officers of the STC before its next meeting to discuss the best course of action.

► VI. Date of the fifth meeting of the Special Tripartite Committee

436. It was agreed that the fifth meeting of the STC would be held in 2025. As a result, the STC agreed to extend until 2025 the mandates of its current Vice-Chairpersons:

Mr Yasuhiro Urano (Government member, Japan)

Mr Dirk Max Johns (Shipowner member)

Mr Mark Dickinson (Seafarer member)

437. The STC also agreed to recommend to the Governing Body that the term of Mr Martin Marini (Singapore), Chairperson of the STC, appointed for the three-year period 2021–24, be extended accordingly to 2025.

► VII. Closing statements

438. **A representative of the Government of Panama** said that the recent challenging situations experienced in all parts of the world had led to the need to find solutions. Among the bold steps taken by her Government had been the decision adopted in September 2020 not to extend SEAs beyond 11 months, which had allowed seafarers to disembark. Panama had declared seafarers to be key workers to facilitate the implementation of the necessary protocols. Moreover, in November 2021, it had arranged for all its national seafarers, as well as foreign seafarers arriving in Panamanian ports, to receive vaccinations. She congratulated all the participants on the consensus achieved during the meeting. While regretting that the proposal to codify the maximum period of service on board as 11 months had not been successful, she hoped that it would lay the basis for future discussions, and welcomed the fact that the STC had confirmed that the maximum period of service on board was indeed 11 months.

439. **A representative of the Government of France, speaking on behalf of the Member States of the EU**, re-emphasized the vital role played by seafarers in keeping global supply chains moving and called for seafarers to be designated as key workers. He regretted that changing geopolitical circumstances were highlighting the difficult and life-threatening circumstances experienced by many seafarers as a direct consequence of the blatant disregard for international law by the Russian Federation, including the shelling of civilian infrastructure, such as ports and residential buildings. It was estimated that around 500 seafarers were blocked in the ports of the Black Sea and the Sea of Azov. The actions of the Russian Federation undermined international security and stability, as reflected in the resolution adopted in March 2022 by the Governing Body calling for the Russian Federation to immediately and unconditionally cease its aggression. He was confident that all the amendments approved by the STC would significantly improve the living and working conditions of seafarers, and provide more robust guidance to all Members who were parties to the MLC, 2006. He regretted that the amendment submitted by his delegation seeking to safeguard and strengthen the rights of seafarers, particularly with regard to maximum periods of service on board, had not been successful. The ILO was playing a pivotal role in addressing the challenges that seafarers continued to experience and the EU was committed to assisting all those affected to meet those challenges. He gave warm thanks

to the Officers and participants in the STC, and all those who had supported its work, notwithstanding the unusual challenges posed by the hybrid format of the meeting.

- 440. The Government Vice-Chairperson** expressed sincere appreciation to all those who had participated in and contributed to the work of the STC, and who had assisted him in his duties as Government Vice-Chairperson and Chairperson of the Government group. He welcomed the many successful results achieved. In his capacity as representative of the Government of Japan, he explained that his country had voted against or abstained in certain instances due to time constraints for the relevant authorities to consider some of the proposals and their means of implementation. Japan was mindful of the importance of the issues covered by the proposals adopted and would seek to ensure their timely implementation. As a party to the MLC, 2006, it would continue to make every effort to implement the requirements of the Convention effectively, with a view to ensuring the protection of seafarers' rights and their work environment, respecting their tremendous contribution as key workers to the world economy and in saving people's lives, including under the difficult conditions of the COVID-19 pandemic.
- 441. The Secretary-General** emphasized that, just like Part I of the fourth meeting of the STC in 2021, Part II had achieved and delivered on all the items on its agenda, despite the additional constraints arising out of the hybrid format of the meeting. She thanked all those who had participated actively from different time zones, including at late hours. The achievements of the fourth meeting of the STC reflected the determination of the tripartite constituents who used, owned and implemented the MLC, 2006, to face up to emerging challenges and find operational solutions through strong social dialogue and tripartism. It had been her pleasure to lead the efforts of the Office of the Legal Adviser, the Sectoral Policies Department and the International Labour Standards Department in supporting the STC in its deliberations. The amendments agreed upon by the STC would be transmitted to the International Labour Conference for approval, where a vote would be held on the amendments on 6 June, without further discussion. After the approval of the amendments by the International Labour Conference, the Director-General would notify the amendments to all Members, indicating that ratifying Members would have two years to express formal disagreement. The amendments would enter into force six months later, around the end of December 2024. Until the fifth meeting of the STC in 2025, the Office would continue to be responsive to requests for support in addressing the various challenges that arose. In light of the decisions of the STC that the vast majority of earlier maritime instruments would be abrogated by 2030, the Office would continue promoting the ratification of the MLC, 2006, with the aim of helping all Members that were still parties to the earlier Conventions to ratify the MLC, 2006. The Office would also continue to provide support to Members for the full implementation of the MLC, 2006, and some activities had already been discussed with Members during the present meeting. The joint ILO-IMO working group would also start delivering on the issues on its agenda. As decided by the STC, the Office would organize an expert meeting in 2023 on the Convention No. 185), and an expert meeting in 2024 on social security for seafarers. The Office would also continue engaging with other organizations in the context of the United Nations Task Force on the implementation of the MLC, 2006, during the pandemic. With the support of the International Training Centre of the ILO, the annual Global Forum on the MLC, 2006, would be held later in 2022. On behalf of the Office, she thanked the Chairperson for her leadership during her two terms and for guiding the work of the Committee with a combination of firmness, diplomacy and humour.
- 442. The Shipowner Vice-Chairperson** recalled the complexity and constraints of the meeting, which had been called upon to deal with 12 amendments, which was more than the

previous 12 years taken together, in less time and in a hybrid format over dozens of time zones. It had needed courage and confidence to overcome such obstacles. However, he recalled that, just because it was possible to make amendments to the Convention, that did not mean that all proposed amendments were appropriate. Amendments had administrative and procedural implications and could generate conflicts and unintended consequences. With 101 ratifications, the MLC, 2006, was clearly setting a new direction for the maritime sector and for the ILO, and the new target was now 150 ratifications in line with the other 3 IMO Pillar Conventions. The Office should be encouraged to identify countries where it might be useful to focus technical assistance efforts. The Office was also to be commended for its support in recent months in raising awareness of the plight of all innocent seafarers caught up in the war in Ukraine. Some of the seafarers concerned were blocked on vessels, left vulnerable and in the direct firing line, with minimal supplies of food, clean water, medicines and fuel, which was making their lives intolerable. It was to be hoped that common sense would prevail and that the seafarers affected would be granted immediate safe passage to their homes. In this context, he welcomed the formal position adopted by the ILO Governing Body in relation to the war. While thanking all the representatives of Member States, he recalled that Members had not stood up to their obligations during the difficult times of the pandemic. Seafarers were key workers and should be treated with respect. It should be emphasized that the MLC, 2006, applied universally: all ministries and all departments of every concerned government were bound by it. The shipowners recognized their responsibilities for the welfare of seafarers employed on the world's vessels and remained very concerned at the continuing crew change crisis. A recent study had found that seafarers were still suffering dramatic effects due to the pandemic. Shore leave, medical care and repatriation should return to normal, and their denial and refusal were not acceptable as the "new normal". It was a cause of continuing concern that there were an increasing number of cases of abandonment. Despite the insurance provisions in place, which had already started to minimize the impact of such situations, outstanding issues still needed to be addressed effectively. He therefore called on flag and port States, and States of residency, to act responsibly by fulfilling their obligations under the MLC, 2006, and the joint ILO-IMO guidelines on abandonment, which would be discussed at the forthcoming ILO-IMO joint working group.

- 443.** He congratulated the Chairperson for her effective stewardship of the meeting, wise leadership and dedication in addressing seafarers' issues. With reference to the effectiveness of the hybrid format of the meeting, he observed that it would not have been possible to examine all the proposed amendments without a presence in the room. He hoped that there would be a significantly larger share of live participants at the next meeting. He thanked all the persons in the secretariat who had provided support for the meeting, and the social partners for their collegiate and pragmatic approach at the present meeting and over recent years. The pandemic had revived a passion for a joint cause which was promising for the years to come.
- 444.** **The Seafarer Vice-Chairperson** thanked the Chairperson for her leadership under trying circumstances and the secretariat for its support. He welcomed the support of the Director-General throughout the pandemic and looked forward to working with the new Director-General. He hoped that peace would soon return to the world, and to Ukraine in particular, and that all seafarers caught up in the war would soon be safe. He considered that, while the MLC, 2006 constituted a valuable framework, Part I of the fourth meeting of the STC had served to show that some governments had failed to respect the rights of seafarers. During Part II of the meeting, important changes had been adopted covering PPE, food and catering, repatriation, medical care, the provision of information to seafarers about systems

of protection, recruitment and placement, data collection in relation to deaths at sea and social connectivity for seafarers. Other important issues covered by resolutions included the eradication of sexual harassment at sea, contractual redress for seafarers and increasing levels of financial security for abandoned seafarers. However, Part 2 of the meeting had also caused some disappointment in his group. It had failed to reach consensus on two important amendments relating to repatriation (home location) and the maximum period of service at sea (11 months). Governments and shipowners should reflect on the real need to grant exemptions from provisions that were so critical to safety. He also observed that, while the seafarers had brought forward proposals for improvements to the Convention at all the sessions of the STC, the other groups only seemed to focus on technical changes. A more long-term vision for decent work and the continuous improvement of minimum standards would be needed in future if the sector wished to attract and retain seafarers. The meeting had agreed that seafarers were key workers and the social partners had agreed that cadets were seafarers. But only social dialogue and tripartism would allow future meetings to agree on how to better translate decent work into continuous improvements for seafarers.

- 445. The Chairperson** thanked all the participants for their hard work, cooperation, dedication and perseverance in completing a heavy agenda. She particularly thanked those who had joined the meeting from different time zones for their valued contribution to the discussions. During her two terms as Chairperson, she had learned from the commitment of the Shipowners and Seafarers to the improvement of the MLC, 2006, and the living and working conditions of seafarers, and from Governments by hearing how they implemented the Convention. It had been an honour and privilege to be Chairperson of the STC and she wished Mr Marini all the best for his term as Chairperson. Finally, she thanked the staff of the Office for their support, technical expertise and friendship.

► Appendix

► Quatrième réunion (Partie II) de la Commission tripartite spéciale (STC) de la convention du travail maritime
 Fourth meeting (Part II) of the Special Tripartite Committee (STC) of the Maritime Labour Convention
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Vote par appel nominal sur les amendements au code concernant la règle 4.3 (proposition n° 1)

Record vote on the amendments to the Code relating to Regulation 4.3 (proposal No. 1)

Votación nominal relativa a las enmiendas a la regla 4.3 (propuesta núm. 1)

	Governments	Shipowners	Seafarers	Totals
Pour/For/En Pro:	192	120	120	432
Contre/Against/En contra:	0	0	0	0
Abstentions/Abstenciones:	8	0	0	8

► Pour/For/En Pro:

Gouvernements / Governments / Gobiernos

Afrique du Sud

NELWAMONDO, Azwimmbavhi Mr

RANTSOABE, Sibusiso Mr

Allemagne

ZACHERT, Eva Ms

TILO, Berger Mr

Argentine

CONTE, Juan Maria Sr.

LOPEZ, Noelia Mabel Sra.

Australie

PUSEY, Greg Mr

GRECH, Michelle Ms

Bahamas

JONES, Isabella Ms

OLSEN, Oli Mr

Belgique

NAUWELAERTS, Anyès Mme

VERELST, Véronique Mme

Brésil

COSTA CAVALCANTE FILHO, Mauro Sr.

AOKI FUZIY, Rodrigo Sr.

Canada

WEATHERDON, Scott Mr

LECLERC, Bernard Mr

Chine

ZHOU, Chunfa Mr

HE, Leibin Ms

Croatie

BATINOVIC, Ana-Marija Ms

Danemark

BAUCHY, Philippe Mr

PEDERSEN, Malthe Moeller Mr

Espagne

VINENT , Olga Lidia Sra.

BLANCO , Carlos Sr.

Fédération de Russie

POSHIVAY, Alexandr Mr

GULYAEV, Denis Mr

Finlande

NIEMINEN, Elli Ms

ALSTELA, Aino-Maija Ms

France

LE NOZAHIC, YVES M.

LEBRUN, OLIVIER M.

Ghana

BOAKYE-BOAMPONG, Nana

Kwabena Mr.

Grèce

DOUMANIS, Antonios Mr

THEODOSOPOULOU, Eleftheria – Ioanna Ms

Îles Cook

THONDOO, Sandrina Ms

ANDREANI, Rachele Ms

Îles Marshall

HAFNER, John Mr

VON STEIN, Alex Mr

Inde

BARGUZER, SUBHASH Mr

Indonésie

RIDZANI, Akmad Yani Mr

PURWITASARI, Dyah Hartanti Ms

Irlande

KENNEDY, Michael Mr

QUINN, Alan Mr

Italie

ALATI, GIUSEPPE Mr

Jamaïque

SMITH, Bertrand Mr

Japon

URANO, Yasuhiro Mr

HASEGAWA, Takayuki Mr

Jordanie

JARADAT, SAIB Mr

ALKHARABSHEH, Amer Mr

Kenya

MULI, Millicent Ms

Lettonie

LIELBARDE, Sandra Ms

Libéria

MARGARET C , ANSUMANA Ms

CEDERIC , D'SOUZA Mr

Lituanie

SOMKIENE, Virginija Ms

LASIAUSKAS, Linas Mr

Luxembourg	Royaume-Uni	CASTANO, Cristian Mr
SIUDA, Marc M.	COUSLEY, John MR	SPAIN, Christian Mr
RELAVE-SVENDSEN, Elisabeth Mme	PEACEY, Sophie Ms	SUKHORUKOV, Yury Mr
Malaisie	Saint-Marin	PANJRI, Adam Mr
FAIZ, MOHD NURRUL Mr	ANDRENACCI, Marilena Mme	RAGONJAN, Alex Mr
MOSLIM, ZALIKHA Ms	Singapour	SINGH THAKUR, Amar Mr
Malte	CHEAH, Aun Aun Mr	REZAEI, Saman Mr
CUTAJAR, GORDON Dr	PNG, Angela Ms	ZEC, Dororea Ms
TABONE, Ivan Dr	Suède	DYRING, Lena Ms
Maurice	ATAK, Yesim Ms	NAIR, Sunil Mr
BABOO, Devika Ms	THORSKÖLD, Siv Ms	MEIJER, Sascha Ms
Nigéria	Suisse	DICKINSON, Mark Mr
LAWAN, ALIYU Mr	LÜCHINGER, Michaela Mme	VENTURA, Susana Ms
ESSAH, ANIEFIOK ETIM Mr	STUDER, Andrin M.	
Norvège	Thaïlande	
STORHAUG, Haakon Mr	LIMCHULARATTANA, Tarinee Ms	
LEM, Unn C. Ms	WISUTTHIKAN, Chantharaporn Ms	
Nouvelle-Zélande	Togo	
ADAM, Claire Ms	GNAMA, Kpatcha Mawaiboyodou M.	
MIFSUD, Max Mr	DONKO, Djagou Ikpodon M.	
Oman	Tunisie	
ALQURRI, Mohammed Abdullah	CHAIBI, Anouar M.	
Masood Engineer	ZROUD, Lamia Mme	
AL KHANJARI, Idris H.E. Mr	Armateurs / Shipowners / Armadores	
Panama	WILLIAMS, Peter Mr	
VILLAMONTE SANTOS, GIOVANNA Sra.	FERNANDO RESANO, Luis Mr	
BURGOS VALDÉS, MAYTE ELISA Sra.	SHAW, Natalie Ms	
Pays-Bas	TANGEN, Paal Mr	
VAN DE VEN, Roel Mr	CERCHE, Sarah Ms	
VINKENVLEUGEL, Paul Mr	HOHLMANN, Bertil Mr	
Philippines	GILBERT, Hannah Ms	
RAMOS, Kristine Carol Ms	SPRINGETT, Tim Mr	
CRUZADO, JOMEL Mr	PEETERS, Hilde Ms	
Pologne	WILLIAMS, Jennifer Ms	
PIOTROWSKA-LAGA, Agnieszka Ms	SORMANI, Mariachiara Ms	
OSTREGA, Krzysztof Mr	JOHNS, Max Mr	
Portugal	CONSTANTINO, Sophoclis Ms	
BAPTISTA, Susana Ms	INGLIS, Stewart Mr	
LEITÃO CORREIA, Carlota Ms	VICENTE, Helio Mr	
République de Corée	Gens de mer / Seafarers / Gente de mar	
KIM, Ji-Hong Mr	BERRAMA, Seddik Mr	
JIN, Ho-Hyun Mr	LE GUEVEL, Thierry Mr	
Roumanie		
DUMITRACHE, COSMIN LAURENTIU M.		

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Vote par appel nominal sur les amendements au code concernant la règle 3.2 (proposition n° 2)

Record vote on the amendments to the Code relating to Regulation 3.2 (proposal No. 2)

Votación nominal relativa a las enmiendas a la regla 3.2 (propuesta núm. 2)

	Governments	Shipowners	Seafarers	Totals
Pour/For/En Pro:	196	120	120	436
Contre/Against/En contra:	0	0	0	0
Abstentions/Abstenciones:	4	0	0	4

► Pour/For/En Pro:

Gouvernements / Governments / Gobiernos

Afrique du Sud

NELWAMONDO, Azwimmbavhi Mr

RANTSOABE, Sibusiso Mr

Allemagne

ZACHERT, Eva Ms

TILO, Berger Mr

Argentine

CONTE, Juan Maria Sr.

LOPEZ, Noelia Mabel Sra.

Australie

PUSEY, Greg Mr

GRECH, Michelle Ms

Bahamas

JONES, Isabella Ms

OLSEN, Oli Mr

Belgique

NAUWELAERTS, Anyès Mme

VERELST, Véronique Mme

Brésil

COSTA CAVALCANTE FILHO, Mauro Sr.

AOKI FUZIY, Rodrigo Sr.

Canada

WEATHERDON, Scott Mr

LECLERC, Bernard Mr

Chine

ZHOU, Chunfa Mr

HE, Leibin Ms

Croatie

BATINOVIC, Ana-Marija Ms

Danemark

BAUCHY, Philippe Mr

PEDERSEN, Malthe Moeller Mr

Espagne

VINENT, Olga Lidia Sra.

BLANCO, Carlos Sr.

Fédération de Russie

POSHIVAY, Alexandr Mr

GULYAEV, Denis Mr

Finlande

NIEMINEN, Elli Ms

ALSTELA, Aino-Maija Ms

France

LE NOZAHIC, YVES M.

LEBRUN, OLIVIER M.

Ghana

BOAKYE-BOAMPONG, Nana

Kwabena Mr.

Grèce

DOUMANIS, Antonios Mr

THEODOSOPOULOU, Eleftheria – Ioanna Ms

Îles Cook

THONDOO, Sandrina Ms

ANDREANI, Rachele Ms

Îles Marshall

HAFNER, John Mr

VON STEIN, Alex Mr

Inde

BARGUZER, SUBHASH Mr

Indonésie

RIDZANI, Akmad Yani Mr

PURWITASARI, Dyah Hartanti Ms

Irlande

KENNEDY, Michael Mr

QUINN, Alan Mr

Italie

ALATI, GIUSEPPE Mr

Jamaïque

SMITH, Bertrand Mr

Japon

URANO, Yasuhiro Mr

HASEGAWA, Takayuki Mr

Jordanie

JARADAT, SAIB Mr

ALKHARABSHEH, Amer Mr

Kenya

MULI, Millicent Ms

Lettonie

LIELBARDE, Sandra Ms

Libéria

MARGARET C, ANSUMANA Ms

CEDERIC, D'SOUZA Mr

Lituanie

SOMKIENE, Virginija Ms

LASIAUSKAS, Linas Mr

Luxembourg	
SIUDA, Marc M.	
RELAVE-SVENSEN, Elisabeth Mme	
Malaisie	
FAIZ, MOHD NURRUL Mr	
MOSLIM, ZALIKHA Ms	
Malte	
CUTAJAR, GORDON Dr	
TABONE, Ivan Dr	
Maurice	
BABOO, Devika Ms	
Nigéria	
LAWAN, ALIYU Mr	
ESSAH, ANIEFIOK ETIM Mr	
Norvège	
STORHAUG, Haakon Mr	
LEM, Unn C. Ms	
Nouvelle-Zélande	
ADAM, Claire Ms	
MIFSUD, Max Mr	
Oman	
ALQURRI, Mohammed Abdullah Masood Engineer	
AL KHANJARI, Idris H.E. Mr	
Panama	
VILLAMONTE SANTOS, GIOVANNA Sra.	
BURGOS VALDÉS, MAYTE ELISA Sra.	
Pays-Bas	
VAN DE VEN, Roel Mr	
VINKENVLEUGEL, Paul Mr	
Philippines	
RAMOS, Kristine Carol Ms	
CRUZADO, JOMEL Mr	
Pologne	
PIOTROWSKA-LAGA, Agnieszka Ms	
OSTREGA, Krzysztof Mr	
Portugal	
BAPTISTA, Susana Ms	
LEITÃO CORREIA, Carlota Ms	
République de Corée	
KIM, Ji-Hong Mr	
JIN, Ho-Hyun Mr	
Roumanie	
DUMITRACHE, COSMIN LAURENTIU M.	

Royaume-Uni	
COUSLEY, John MR	
PEACEY, Sophie Ms	
Saint-Marin	
ANDRENACCI, Marilena Mme	
Singapour	
CHEAH, Aun Aun Mr	
PNG, Angela Ms	
Suède	
ATAK, Yesim Ms	
THORSKÖLD, Siv Ms	
Suisse	
LÜCHINGER, Michaela Mme	
STUDER, Andrin M.	
Thaïlande	
LIMCHULARATTANA, Tarinee Ms	
WISUTTHIKAN, Chantharaporn Ms	
Togo	
GNAMA, Kpatcha Mawaiboyodou M.	
DONKO, Djagou Ikpadon M.	
Tunisie	
CHAIBI, Anouar M.	
ZROUD, Lamia Mme	
Viet Nam	
VO, DUY THANG Mr	
HOANG, HONG GIANG Mr	

Gens de mer / Seafarers / Gente de mar	
LE GUEVEL, Thierry Mr	
CASTANO, Cristian Mr	
SPAIN, Christian Mr	
REZAEI, Saman Mr	
BERRAMA, Seddik Mr	
SINGH THAKUR, Amar Mr	
NAIR, Sunil Mr	
PANJRI, Adam Mr	
SUKHORUKOV, Yury Mr	
ZEC, Dororea Ms	
VENTURA, Susana Ms	
RAGONJAN, Alex Mr	
MEIJER, Sascha Ms	
DICKINSON, Mark Mr	
DYRING, Lena Ms	

► Abstentions/Abstenciones:

Gouvernements / Governments / Gobiernos	
Chili	
ESCOBAR, Manuel Sr.	
GONZALEZ, Alejandra Sra.	

Armateurs / Shipowners / Armadores	
WILLIAMS, Peter Mr	
FERNANDO RESANO, Luis Mr	
SHAW, Natalie Ms	
TANGEN, Paal Mr	
CERCHE, Sarah Ms	
HOHLMANN, Bertil Mr	
SPRINGETT, Tim Mr	
VICENTE, Helio Mr	
PEETERS, Hilde Ms	
WILLIAMS, Jennifer Ms	
SORMANI, Mariachiara Ms	
JOHNS, Max Mr	
CONSTANTINOU, Sophoclis Ms	
INGLIS, Stewart Mr	
GILBERT, Hannah Ms	

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Vote par appel nominal sur les amendements au code concernant la règle 2.5 (proposition n° 3)

Record vote on the amendments to the Code relating to Regulation 2.5 (proposal No. 3)

Votación nominal relativa a las enmiendas a la regla 2.5 (propuesta núm. 3)

	Governments	Shipowners	Seafarers	Totals
Pour/For/En Pro:	186	120	120	426
Contre/Against/En contra:	4	0	0	4
Abstentions/Abstenciones:	10	0	0	10

► Pour/For/En Pro:

Gouvernements / Governments / Gobiernos

Afrique du Sud

NELWAMONDO, Azwimmbavhi Mr

RANTSOABE, Sibusiso Mr

Allemagne

ZACHERT, Eva Ms

TILO, Berger Mr

Argentine

LOPEZ, Noelia Mabel Sra.

CONTE, Juan Maria Sr.

Australie

PUSEY, Greg Mr

GRECH, Michelle Ms

Bahamas

JONES, Isabella Ms

OLSEN, Oli Mr

Belgique

NAUWELAERTS, Anyès Mme

VERELST, Véronique Mme

Brésil

COSTA CAVALCANTE FILHO, Mauro Sr.

AOKI FUZIY, Rodrigo Sr.

Canada

LECLERC, Bernard Mr

WEATHERDON, Scott Mr

Chine

HE, Leibin Ms

ZHOU, Chunfa Mr

Croatie

BATINOVIC, Ana-Marija Ms

Danemark

BAUCHY, Philippe Mr

PEDERSEN, Malthe Moeller Mr

Espagne

VINENT , Olga Lidia Sra.

BLANCO , Carlos Sr.

Finlande

ALSTELA, Aino-Maija Ms

NIEMINEN, Elli Ms

France

LE NOZAHIC, YVES M.

LEBRUN, OLIVIER M.

Ghana

BOAKYE-BOAMPONG, Nana

Kwabena Mr.

Grèce

DOUMANIS, Antonios Mr

THEODOSOPOULOU, Eleftheria – Ioanna Ms

Îles Cook

THONDOO, Sandrina Ms

ANDREANI, Rachele Ms

Îles Marshall

HAFNER, John Mr

VON STEIN, Alex Mr

Inde

BARGUZER, SUBHASH Mr

Indonésie

RIDZANI, Akmad Yani Mr

PURWITASARI, Dyah Hartanti Ms

Irlande

QUINN, Alan Mr

KENNEDY, Michael Mr

Italie

ALATI, GIUSEPPE Mr

Jamaïque

SMITH, Bertrand Mr

Japon

URANO, Yasuhiro Mr

HASEGAWA, Takayuki Mr

Jordanie

JARADAT, SAIB Mr

ALKHARABSHEH, Amer Mr

Kenya

MULI, Millicent Ms

Lettonie

LIELBARDE, Sandra Ms

Libéria

MARGARET C , ANSUMANA Ms

CEDERIC , D'SOUZA Mr

Lituanie

LASIAUSKAS, Linas Mr

SOMKIENE, Virginija Ms

Luxembourg

SIUDA, Marc M.

RELAVE-SVENDSEN, Elisabeth Mme

Malaisie	Singapour	REZAEI, Saman Mr
MOSLIM, ZALIKHA Ms	CHEAH, Aun Aun Mr	ZEC, Dororea Ms
FAIZ, MOHD NURRUL Mr	PNG, Angela Ms	DYRING, Lena Ms
Malte	Suède	VENTURA, Susana Ms
TABONE, Ivan Dr	ATAK, Yesim Ms	NAIR, Sunil Mr
CUTAJAR, GORDON Dr	THORSKÖLD, Siv Ms	RAGONJAN, Alex Mr
Nigéria	Suisse	DICKINSON, Mark Mr
LAWAN, ALIYU Mr	STUDER, Andrin M.	MEIJER, Sascha Ms
ESSAH, ANIEFIOK ETIM Mr	LÜCHINGER, Michaela Mme	
Norvège	Thaïlande	
STORHAUG, Haakon Mr	WISUTTHIKAN, Chanthraporn Ms	
LEM, Unn C. Ms	LIMCHULARATTANA, Tarinee Ms	
Nouvelle-Zélande	Togo	
ADAM, Claire Ms	DONKO, Djagou Ikpadon M.	
MIFSUD, Max Mr	GNAMA, Kpatcha Mawaiboyodou M.	
Oman	Tunisie	
AL KHANJARI, Idris H.E. Mr	ZROUD, Lamia Mme	
ALQURRI, Mohammed Abdullah	CHAIBI, Anouar M.	
Masood Engineer		
Panama	Armateurs / Shipowners / Armadores	
VILLAMONTE SANTOS, GIOVANNA Sra.	HOHLMANN, Bertil Mr	
BURGOS VALDÉS, MAYTE ELISA Sra.	SHAW, Natalie Ms	
Pays-Bas	INGLIS, Stewart Mr	
VINKENVLEUGEL, Paul Mr	TANGEN, Paal Mr	
VAN DE VEN, Roel Mr	CERCHE, Sarah Ms	
Philippines	GILBERT, Hannah Ms	
RAMOS, Kristine Carol Ms	VICENTE, Helio Mr	
CRUZADO, JOMEL Mr	CONSTANTINOU, Sophoclis Ms	
Pologne	WILLIAMS, Jennifer Ms	
OSTREGA, Krzysztof Mr	FERNANDO RESANO, Luis Mr	
PIOTROWSKA-LAGA, Agnieszka Ms	SORMANI, Mariachiara Ms	
Portugal	JOHNS, Max Mr	
BAPTISTA, Susana Ms	PEETERS, Hilde Ms	
LEITÃO CORREIA, Carlota Ms	WILLIAMS, Peter Mr	
République de Corée	SPRINGETT, Tim Mr	
KIM, Ji-Hong Mr		
JIN, Ho-Hyun Mr		
Roumanie	Gens de mer / Seafarers / Gente de mar	
DUMITRACHE, COSMIN LAURENTIU M.	BERRAMA, Seddik Mr	
Royaume-Uni	LE GUEVEL, Thierry Mr	
COUSLEY, John MR	CASTANO, Cristian Mr	
PEACEY, Sophie Ms	SPAIN, Christian Mr	
Saint-Marin	PANJRI, Adam Mr	
ANDRENACCI, Marilena Mme	SINGH THAKUR, Amar Mr	
	SUKHORUKOV, Yury Mr	

► Contre/Against/En contra:

Gouvernements / Governments / Gobiernos**Fédération de Russie**

GULYAEV, Denis Mr

POSHIVAY, Alexandr Mr

► Abstentions/Abstenciones:

Gouvernements / Governments / Gobiernos**Chili**

GONZALEZ, Alejandra Sra.

ESCOBAR, Manuel Sr.

Maurice

BABOO, Devika Ms

Viet Nam

HOANG, HONG GIANG Mr

VO, DUY THANG Mr

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Vote par appel nominal sur les amendements au code concernant la règle 4.1 (proposition n° 4)

Record vote on the amendments to the Code relating to Regulation 4.1 (proposal No. 4)

Votación nominal relativa a las enmiendas a la regla 4.1 (propuesta núm. 4)

	Governments	Shipowners	Seafarers	Totals
Pour/For/En Pro:	188	120	120	428
Contre/Against/En contra:	4	0	0	4
Abstentions/Abstenciones:	8	0	0	8

► Pour/For/En Pro:

Gouvernements / Governments / Gobiernos

Afrique du Sud

RANTSOABE, Sibusiso Mr

NELWAMONDO, Azwimmbavhi Mr

Allemagne

ZACHERT, Eva Ms

TILO, Berger Mr

Argentine

LOPEZ, Noelia Mabel Sra.

CONTE, Juan Maria Sr.

Australie

GRECH, Michelle Ms

PUSEY, Greg Mr

Bahamas

OLSEN, Oli Mr

JONES, Isabella Ms

Belgique

VERELST, Véronique Mme

NAUWELAERTS, Anyès Mme

Brésil

AOKI FUZIY, Rodrigo Sr.

COSTA CAVALCANTE FILHO, Mauro Sr.

Canada

WEATHERDON, Scott Mr

LECLERC, Bernard Mr

Chine

HE, Leibin Ms

ZHOU, Chunfa Mr

Croatie

BATINOVIC, Ana-Marija Ms

Danemark

BAUCHY, Philippe Mr

PEDERSEN, Malthe Moeller Mr

Espagne

BLANCO , Carlos Sr.

VINENT , Olga Lidia Sra.

Fédération de Russie

GULYAEV, Denis Mr

POSHIVAY, Alexandr Mr

Finlande

NIEMINEN, Elli Ms

ALSTELA, Aino-Maija Ms

France

LE NOZAHIC, YVES M.

LEBRUN, OLIVIER M.

Ghana

BOAKYE-BOAMPONG, Nana

Kwabena Mr.

Grèce

THEODOSOPOULOU, Eleftheria – Ioanna Ms

DOUMANIS, Antonios Mr

Îles Cook

ANDREANI, Rachele Ms

THONDOO, Sandrina Ms

Îles Marshall

VON STEIN, Alex Mr

HAFNER, John Mr

Inde

BARGUZER, SUBHASH Mr

Indonésie

PURWITASARI, Dyah Hartanti Ms

RIDZANI, Akmad Yani Mr

Irlande

QUINN, Alan Mr

KENNEDY, Michael Mr

Italie

ALATI, GIUSEPPE Mr

Jamaïque

SMITH, Bertrand Mr

Jordanie

ALKHARABSHEH, Amer Mr

JARADAT, SAIB Mr

Kenya

MULI, Millicent Ms

Lettonie

LIELBARDE, Sandra Ms

Libéria

CEDERIC , D'SOUZA Mr

MARGARET C , ANSUMANA Ms

Lituanie

LASIAUSKAS, Linas Mr

SOMKIENE, Virginija Ms

Luxembourg

RELAVE-SVENDSEN, Elisabeth Mme

SIUDA, Marc M.

Malaisie	Suède	BERRAMA, Seddik Mr
MOSLIM, ZALIKHA Ms	ATAK, Yesim Ms	REZAEI, Saman Mr
FAIZ, MOHD NURRUL Mr	THORSKÖLD, Siv Ms	ZEC, Dororea Ms
Malte	Suisse	DYRING, Lena Ms
TABONE, Ivan Dr	LÜCHINGER, Michaela Mme	NAIR, Sunil Mr
CUTAJAR, GORDON Dr	STUDER, Andrin M.	MEIJER, Sascha Ms
Nigéria	Thaïlande	DICKINSON, Mark Mr
LAWAN, ALIYU Mr	WISUTTHIKAN, Chantharaporn Ms	VENTURA, Susana Ms
ESSAH, ANIEFIOK ETIM Mr	LIMCHULARATTANA, Tarinee Ms	
Norvège	Togo	
STORHAUG, Haakon Mr	DONKO, Djagou Ikpodon M.	
LEM, Unn C. Ms	GNAMA, Kpatcha Mawaiboyodou M.	
Nouvelle-Zélande	Tunisie	
ADAM, Claire Ms	ZROUD, Lamia Mme	
MIFSUD, Max Mr	CHAIBI, Anouar M.	
Oman	Viet Nam	
ALQURRI, Mohammed Abdullah	HOANG, HONG GIANG Mr	
Masood Engineer	VO, DUY THANG Mr	
AL KHANJARI, Idris H.E. Mr		
Panama	Armateurs / Shipowners / Armadores	
VILLAMONTE SANTOS, GIOVANNA Sra.	FERNANDO RESANO, Luis Mr	
BURGOS VALDÉS, MAYTE ELISA Sra.	INGLIS, Stewart Mr	
Pays-Bas	TANGEN, Paal Mr	
VINKENVLEUGEL, Paul Mr	WILLIAMS, Peter Mr	
VAN DE VEN, Roel Mr	CERCHE, Sarah Ms	
Philippines	HOHLMANN, Bertil Mr	
RAMOS, Kristine Carol Ms	GILBERT, Hannah Ms	
CRUZADO, JOMEL Mr	CONSTANTINOU, Sophoclis Ms	
Pologne	SHAW, Natalie Ms	
OSTREGA, Krzysztof Mr	VICENTE, Helio Mr	
PIOTROWSKA-LAGA, Agnieszka Ms	SPRINGETT, Tim Mr	
Portugal	JOHNS, Max Mr	
LEITÃO CORREIA, Carlota Ms	SORMANI, Mariachiara Ms	
BAPTISTA, Susana Ms	WILLIAMS, Jennifer Ms	
République de Corée	PEETERS, Hilde Ms	
KIM, Ji-Hong Mr		
JIN, Ho-Hyun Mr		
Roumanie	Gens de mer / Seafarers / Gente de mar	
DUMITRACHE, COSMIN LAURENTIU M.	SINGH THAKUR, Amar Mr	
Royaume-Uni	PANJRI, Adam Mr	
PEACEY, Sophie Ms	RAGONJAN, Alex Mr	
COUSLEY, John MR	SUKHORUKOV, Yury Mr	
Singapour	SPAIN, Christian Mr	
PNG, Angela Ms	CASTANO, Cristian Mr	
CHEAH, Aun Aun Mr	LE GUEVEL, Thierry Mr	

► Contre/Against/En contra:

Gouvernements / Governments / Gobiernos**Japon**

URANO, Yasuhiro Mr

HASEGAWA, Takayuki Mr

► Abstentions/Abstenciones:

Gouvernements / Governments / Gobiernos**Chili**

ESCOBAR, Manuel Sr.

GONZALEZ, Alejandra Sra.

Maurice

BABOO, Devika Ms

Saint-Marin

ANDRENACCI, Marilena Mme

► Quatrième réunion (Partie II) de la Commission tripartite spéciale (STC) de la convention du travail maritime
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Vote par appel nominal sur les amendements au code concernant les annexes A2-I et A4-I (proposition n° 5)

Record vote on the amendments to the Code relating to Appendices A2-I and A4-I (proposal No. 5)

Votación nominal relativa a las enmiendas en los anexos A2-I y A4-I (propuesta núm. 5)

	Governments	Shipowners	Seafarers	Totals
Pour/For/En Pro:	192	120	120	432
Contre/Against/En contra:	0	0	0	0
Abstentions/Abstenciones:	8	0	0	8

► Pour/For/En Pro:

Gouvernements / Governments / Gobiernos

Afrique du Sud

NELWAMONDO, Azwimmbavhi Mr
RANTSOABE, Sibusiso Mr

Allemagne

ZACHERT, Eva Ms
TILO, Berger Mr

Argentine

CONTE, Juan Maria Sr.
LOPEZ, Noelia Mabel Sra.

Australie

PUSEY, Greg Mr
GRECH, Michelle Ms

Bahamas

JONES, Isabella Ms
OLSEN, Oli Mr

Belgique

NAUWELAERTS, Anyès Mme
VERELST, Véronique Mme

Brésil

COSTA CAVALCANTE FILHO, Mauro Sr.
AOKI FUZIY, Rodrigo Sr.

Canada

WEATHERDON, Scott Mr
LECLERC, Bernard Mr

Chine

ZHOU, Chunfa Mr

HE, Leibin Ms

Croatie

BATINOVIC, Ana-Marija Ms

Danemark

BAUCHY, Philippe Mr

PEDERSEN, Malthe Moeller Mr

Espagne

VINENT , Olga Lidia Sra.

BLANCO , Carlos Sr.

Fédération de Russie

POSHIVAY, Alexandr Mr

GULYAEV, Denis Mr

Finlande

NIEMINEN, Elli Ms

ALSTELA, Aino-Maija Ms

France

LE NOZAHIC, YVES M.

LEBRUN, OLIVIER M.

Ghana

BOAKYE-BOAMPONG, Nana

Kwabena Mr.

Grèce

DOUMANIS, Antonios Mr

THEODOSOPOULOU, Eleftheria – Ioanna Ms

Îles Cook

THONDOO, Sandrina Ms

ANDREANI, Rachele Ms

Îles Marshall

HAFNER, John Mr

VON STEIN, Alex Mr

Inde

BARGUZER, SUBHASH Mr

Indonésie

RIDZANI, Akmad Yani Mr

PURWITASARI, Dyah Hartanti Ms

Irlande

KENNEDY, Michael Mr

QUINN, Alan Mr

Italie

ALATI, GIUSEPPE Mr

Jamaïque

SMITH, Bertrand Mr

Japon

URANO, Yasuhiro Mr

HASEGAWA, Takayuki Mr

Jordanie

JARADAT, SAIB Mr

ALKHARABSHEH, Amer Mr

Kenya

MULLI, Millicent Ms

Lettonie

LIELBARDE, Sandra Ms

Libéria

MARGARET C , ANSUMANA Ms

CEDERIC , D'SOUZA Mr

Lituanie

SOMKIENE, Virginija Ms

LASIAUSKAS, Linas Mr

Luxembourg	Royaume-Uni	CASTANO, Cristian Mr
SIUDA, Marc M.	COUSLEY, John MR	SPAIN, Christian Mr
RELAVE-SVENSEN, Elisabeth Mme	PEACEY, Sophie Ms	SUKHORUKOV, Yury Mr
Malaisie	Saint-Marin	PANJRI, Adam Mr
FAIZ, MOHD NURRUL Mr	ANDRENACCI, Marilena Mme	RAGONJAN, Alex Mr
MOSLIM, ZALIKHA Ms	Singapour	SINGH THAKUR, Amar Mr
Malte	CHEAH, Aun Aun Mr	REZAEI, Saman Mr
CUTAJAR, GORDON Dr	PNG, Angela Ms	ZEC, Dororea Ms
TABONE, Ivan Dr	Suède	DYRING, Lena Ms
Maurice	ATAK, Yesim Ms	NAIR, Sunil Mr
BABOO, Devika Ms	THORSKÖLD, Siv Ms	MEIJER, Sascha Ms
Nigéria	Suisse	DICKINSON, Mark Mr
LAWAN, ALIYU Mr	LÜCHINGER, Michaela Mme	VENTURA, Susana Ms
ESSAH, ANIEFIOK ETIM Mr	STUDER, Andrin M.	
Norvège	Thaïlande	
STORHAUG, Haakon Mr	LIMCHULARATTANA, Tarinee Ms	
LEM, Unn C. Ms	WISUTTHIKAN, Chantharaporn Ms	
Nouvelle-Zélande	Togo	
ADAM, Claire Ms	GNAMA, Kpatcha Mawaiboyodou M.	
MIFSUD, Max Mr	DONKO, Djagou Ikpadon M.	
Oman	Tunisie	
ALQURRI, Mohammed Abdullah	CHAIBI, Anouar M.	
Masood Engineer	ZROUD, Lamia Mme	
AL KHANJARI, Idris H.E. Mr	Armateurs / Shipowners / Armadores	
Panama	WILLIAMS, Peter Mr	
VILLAMONTE SANTOS, GIOVANNA Sra.	FERNANDO RESANO, Luis Mr	
BURGOS VALDÉS, MAYTE ELISA Sra.	SHAW, Natalie Ms	
Pays-Bas	TANGEN, Paal Mr	
VAN DE VEN, Roel Mr	CERCHE, Sarah Ms	
VINKENVLEUGEL, Paul Mr	HOHLMANN, Bertil Mr	
Philippines	GILBERT, Hannah Ms	
RAMOS, Kristine Carol Ms	SPRINGETT, Tim Mr	
CRUZADO, JOMEL Mr	PEETERS, Hilde Ms	
Pologne	WILLIAMS, Jennifer Ms	
PIOTROWSKA-LAGA, Agnieszka Ms	SORMANI, Mariachiara Ms	
OSTREGA, Krzysztof Mr	JOHNS, Max Mr	
Portugal	CONSTANTINOU, Sophoclis Ms	
BAPTISTA, Susana Ms	INGLIS, Stewart Mr	
LEITÃO CORREIA, Carlota Ms	VICENTE, Helio Mr	
République de Corée	Gens de mer / Seafarers / Gente de mar	
KIM, Ji-Hong Mr	BERRAMA, Seddik Mr	
JIN, Ho-Hyun Mr	LE GUEVEL, Thierry Mr	
Roumanie		
DUMITRACHE, COSMIN LAURENTIU M.		

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Vote par appel nominal sur les amendements au code concernant la règle 3.1 (proposition n° 6)

Record vote on the amendments to the Code relating to Regulation 3.1 (proposal No. 6)

Votación nominal relativa a las enmiendas a la regla 3.1 (propuesta núm. 6)

	Governments	Shipowners	Seafarers	Totals
Pour/For/En Pro:	170	120	120	410
Contre/Against/En contra:	4	0	0	4
Abstentions/Abstenciones:	26	0	0	26

► Pour/For/En Pro:

Gouvernements / Governments / Gobiernos

Afrique du Sud

RANTSOABE, Sibusiso Mr

NELWAMONDO, Azwimmbavhi Mr

Allemagne

ZACHERT, Eva Ms

TILO, Berger Mr

Argentine

CONTE, Juan Maria Sr.

LOPEZ, Noelia Mabel Sra.

Australie

GRECH, Michelle Ms

PUSEY, Greg Mr

Belgique

VERELST, Véronique Mme

NAUWELAERTS, Anyès Mme

Brésil

COSTA CAVALCANTE FILHO, Mauro Sr.

AOKI FUZIY, Rodrigo Sr.

Chine

ZHOU, Chunfa Mr

HE, Leibin Ms

Croatie

BATINOVIC, Ana-Marija Ms

Danemark

BAUCHY, Philippe Mr

PEDERSEN, Malthe Moeller Mr

Espagne

VINENT , Olga Lidia Sra.

BLANCO , Carlos Sr.

Fédération de Russie

POSHIVAY, Alexandr Mr

GULYAEV, Denis Mr

Finlande

NIEMINEN, Elli Ms

ALSTELA, Aino-Maija Ms

France

LEBRUN, OLIVIER M.

LE NOZAHIC, YVES M.

Ghana

BOAKYE-BOAMPONG, Nana

Kwabena Mr.

Grèce

THEODOSOPOULOU, Eleftheria –

Ioanna Ms

DOUMANIS, Antonios Mr

Îles Marshall

VON STEIN, Alex Mr

HAFNER, John Mr

Inde

BARGUZER, SUBHASH Mr

Indonésie

RIDZANI, Akmad Yani Mr

PURWITASARI, Dyah Hartanti Ms

Irlande

KENNEDY, Michael Mr

QUINN, Alan Mr

Italie

ALATI, GIUSEPPE Mr

Jamaïque

SMITH, Bertrand Mr

Jordanie

ALKHARABSHEH, Amer Mr

Kenya

MULI, Millicent Ms

Lettonie

LIELBARDE, Sandra Ms

Libéria

CEDERIC , D'SOUZA Mr

MARGARET C , ANSUMANA Ms

Lituanie

LASIAUSKAS, Linas Mr

SOMKIENE, Virginija Ms

Luxembourg

RELAVE-SVENDSEN, Elisabeth Mme

SIUDA, Marc M.

Malaisie

FAIZ, MOHD NURRUL Mr

MOSLIM, ZALIKHA Ms

Malte

CUTAJAR, GORDON Dr

TABONE, Ivan Dr

Nigéria

ESSAH, ANIEFIOK ETIM Mr

LAWAN, ALIYU Mr

Norvège

LEM, Unn C. Ms

STORHAUG, Haakon Mr
Nouvelle-Zélande
MIFSUD, Max Mr
ADAM, Claire Ms
Oman
AL KHANJARI, Idris H.E. Mr
ALQURRI, Mohammed Abdullah Masood Engineer
Panama
VILLAMONTE SANTOS, GIOVANNA Sra.
BURGOS VALDÉS, MAYTE ELISA Sra.
Pays-Bas
VINKENVLEUGEL, Paul Mr
VAN DE VEN, Roel Mr
Philippines
CRUZADO, JOMEL Mr
RAMOS, Kristine Carol Ms
Pologne
OSTREGA, Krzysztof Mr
PIOTROWSKA-LAGA, Agnieszka Ms
Portugal
BAPTISTA, Susana Ms
LEITÃO CORREIA, Carlota Ms
République de Corée
KIM, Ji-Hong Mr
JIN, Ho-Hyun Mr
Roumanie
DUMITRACHE, COSMIN LAURENTIU M.
Royaume-Uni
COUSLEY, John MR
PEACEY, Sophie Ms
Singapour
CHEAH, Aun Aun Mr
PNG, Angela Ms
Suède
THORSKÖLD, Siv Ms
ATAK, Yesim Ms
Suisse
STUDER, Andrin M.
LÜCHINGER, Michaela Mme
Thaïlande
WISUTTHIKAN, Chantharaporn Ms
LIMCHULARATTANA, Tarinee Ms
Togo
GNAMA, Kpatcha Mawaiboyodou M.

DONKO, Djagou Ikpadon M.
Tunisie
ZROUD, Lamia Mme
CHAIBI, Anouar M.
Armateurs / Shipowners / Armadores
SHAW, Natalie Ms
WILLIAMS, Peter Mr
FERNANDO RESANO, Luis Mr
WILLIAMS, Jennifer Ms
CERCHE, Sarah Ms
HOHLMANN, Bertil Mr
GILBERT, Hannah Ms
VICENTE, Helio Mr
PEETERS, Hilde Ms
TANGEN, Paal Mr
SORMANI, Mariachiara Ms
JOHNS, Max Mr
CONSTANTINO, Sophoclis Ms
SPRINGETT, Tim Mr
INGLIS, Stewart Mr
Gens de mer / Seafarers / Gente de mar
REZAEI, Saman Mr
VENTURA, Susana Ms
DYRING, Lena Ms
ZEC, Dororea Ms
SUKHORUKOV, Yury Mr
BERRAMA, Seddik Mr
LE GUEVEL, Thierry Mr
SPAIN, Christian Mr
MEIJER, Sascha Ms
PANJRI, Adam Mr
SINGH THAKUR, Amar Mr
CASTANO, Cristian Mr
DICKINSON, Mark Mr
NAIR, Sunil Mr
RAGONJAN, Alex Mr

► Contre/Against/En contra:
Gouvernements / Governments / Gobiernos
Viet Nam
VO, DUY THANG Mr
HOANG, HONG GIANG Mr

► Abstentions/Abstenciones:
Gouvernements / Governments / Gobiernos
Bahamas
JONES, Isabella Ms
OLSEN, Oli Mr
Canada
LECLERC, Bernard Mr
WEATHERDON, Scott Mr
Chili
ESCOBAR, Manuel Sr.
GONZALEZ, Alejandra Sra.
Îles Cook
THONDOO, Sandrina Ms
ANDREANI, Rachele Ms
Japon
HASEGAWA, Takayuki Mr
URANO, Yasuhiro Mr
Jordanie
JARADAT, SAIB Mr
Maurice
BABOO, Devika Ms
Saint-Marin
ANDRENACCI, Marilena Mme

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Vote par appel nominal sur les amendements au code concernant la règle 1.4 (proposition n° 9)

Record vote on the amendments to the Code relating to Regulation 1.4 (proposal No. 9)

Votación nominal relativa a las enmiendas a la regla 1.4 (propuesta núm. 9)

	Governments	Shipowners	Seafarers	Totals
Pour/For/En Pro:	186	120	120	426
Contre/Against/En contra:	2	0	0	2
Abstentions/Abstenciones:	12	0	0	12

► Pour/For/En Pro:

Gouvernements / Governments / Gobiernos

Afrique du Sud

NELWAMONDO, Azwimmbavhi Mr
 RANTSOABE, Sibusiso Mr

Allemagne

ZACHERT, Eva Ms
 TILO, Berger Mr

Argentine

LOPEZ, Noelia Mabel Sra.
 CONTE, Juan Maria Sr.

Australie

PUSEY, Greg Mr
 GRECH, Michelle Ms

Bahamas

JONES, Isabella Ms
 OLSEN, Oli Mr

Belgique

NAUWELAERTS, Anyès Mme
 VERELST, Véronique Mme

Brésil

AOKI FUZIY, Rodrigo Sr.
 COSTA CAVALCANTE FILHO, Mauro Sr.

Canada

LECLERC, Bernard Mr
 WEATHERDON, Scott Mr

Chine

ZHOU, Chunfa Mr

HE, Leibin Ms

Croatie

BATINOVIC, Ana-Marija Ms

Danemark

BAUCHY, Philippe Mr

PEDERSEN, Malthe Moeller Mr

Espagne

VINENT, Olga Lidia Sra.

BLANCO, Carlos Sr.

Fédération de Russie

GULYAEV, Denis Mr

POSHIVAY, Alexandr Mr

Finlande

NIEMINEN, Elli Ms

ALSTELA, Aino-Maija Ms

France

LE NOZAHIC, YVES M.

LEBRUN, OLIVIER M.

Ghana

BOAKYE-BOAMPONG, Nana

Kwabena Mr.

Grèce

THEODOSOPOULOU, Eleftheria – Ioanna Ms

DOUMANIS, Antonios Mr

Îles Cook

THONDOO, Sandrina Ms

ANDREANI, Rachele Ms

Îles Marshall

VON STEIN, Alex Mr

HAFNER, John Mr

Inde

BARGUZER, SUBHASH Mr

Indonésie

RIDZANI, Akmad Yani Mr

PURWITASARI, Dyah Hartanti Ms

Irlande

QUINN, Alan Mr

KENNEDY, Michael Mr

Italie

ALATI, GIUSEPPE Mr

Jamaïque

SMITH, Bertrand Mr

Japon

HASEGAWA, Takayuki Mr

URANO, Yasuhiro Mr

Kenya

MULLI, Millicent Ms

Lettonie

LIELBARDE, Sandra Ms

Libéria

CEDERIC, D'SOUZA Mr

MARGARET C, ANSUMANA Ms

Lituanie

LASIAUSKAS, Linas Mr

SOMKIENE, Virginija Ms

Luxembourg

SIUDA, Marc M.

RELAVE-SVENDSEN, Elisabeth Mme

Malaisie	Singapour	PANJRI, Adam Mr
FAIZ, MOHD NURRUL Mr	PNG, Angela Ms	SINGH THAKUR, Amar Mr
MOSLIM, ZALIKHA Ms	CHEAH, Aun Aun Mr	SPAIN, Christian Mr
Malte	Suède	DYRING, Lena Ms
CUTAJAR, GORDON Dr	ATAK, Yesim Ms	VENTURA, Susana Ms
TABONE, Ivan Dr	THORSKÖLD, Siv Ms	RAGONJAN, Alex Mr
Maurice	Suisse	DICKINSON, Mark Mr
BABOO, Devika Ms	STUDER, Andrin M.	NAIR, Sunil Mr
Nigéria	LÜCHINGER, Michaela Mme	
ESSAH, ANIEFIOK ETIM Mr	Thaïlande	
LAWAN, ALIYU Mr	WISUTTHIKAN, Chantharaporn Ms	
Norvège	LIMCHULARATTANA, Tarinee Ms	
STORHAUG, Haakon Mr	Togo	
LEM, Unn C. Ms	DONKO, Djagou Ikpadon M.	
Nouvelle-Zélande	GNAMA, Kpatcha Mawaiboyodou M.	
ADAM, Claire Ms	Tunisie	
MIFSUD, Max Mr	CHAIBI , Anouar M.	
Oman	ZROUD, Lamia Mme	
AL KHANJARI, Idris H.E. Mr	Armateurs / Shipowners / Armadores	
ALQURRI, Mohammed Abdullah Masood Engineer	FERNANDO RESANO, Luis Mr	
Panama	SHAW, Natalie Ms	
BURGOS VALDÉS, MAYTE ELISA Sra.	TANGEN, Paal Mr	
VILLAMONTE SANTOS, GIOVANNA Sra.	WILLIAMS, Peter Mr	
Pays-Bas	CERCHE, Sarah Ms	
VAN DE VEN, Roel Mr	HOHLMANN, Bertil Mr	
VINKENVLEUGEL, Paul Mr	GILBERT, Hannah Ms	
Philippines	VICENTE, Helio Mr	
RAMOS, Kristine Carol Ms	SPRINGETT, Tim Mr	
CRUZADO, JOMEL Mr	WILLIAMS, Jennifer Ms	
Pologne	SORMANI, Mariachiara Ms	
OSTREGA, Krzysztof Mr	JOHNS, Max Mr	
PIOTROWSKA-LAGA, Agnieszka Ms	INGLIS, Stewart Mr	
Portugal	CONSTANTINO, Sophoclis Ms	
LEITÃO CORREIA, Carlota Ms	PEETERS, Hilde Ms	
BAPTISTA , Susana Ms		
République de Corée	Gens de mer / Seafarers / Gente de mar	
KIM, Ji-Hong Mr	SUKHORUKOV, Yury Mr	
JIN, Ho-Hyun Mr	BERRAMA, Seddik Mr	
Roumanie	LE GUEVEL, Thierry Mr	
DUMITRACHE, COSMIN LAURENTIU M.	CASTANO, Cristian Mr	
Royaume-Uni	ZEC, Dororea Ms	
PEACEY, Sophie Ms	REZAEI, Saman Mr	
COUSLEY, John MR	MEIJER, Sascha Ms	

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Vote par appel nominal sur les amendements au code concernant la règle 4.3 (proposition n° 11)

Record vote on the amendments to the Code relating to Regulation 4.3 (proposal No. 11)

Votación nominal relativa a las enmiendas a la regla 4.3 (propuesta núm. 11)

	Governments	Shipowners	Seafarers	Totals
Pour/For/En Pro:	194	120	120	434
Contre/Against/En contra:	0	0	0	0
Abstentions/Abstenciones:	6	0	0	6

► Pour/For/En Pro:

Gouvernements / Governments / Gobiernos

Afrique du Sud

RANTSOABE, Sibusiso Mr

NELWAMONDO, Azwimmbavhi Mr

Allemagne

ZACHERT, Eva Ms

TILO, Berger Mr

Argentine

LOPEZ, Noelia Mabel Sra.

CONTE, Juan Maria Sr.

Australie

GRECH, Michelle Ms

PUSEY, Greg Mr

Belgique

VERELST, Véronique Mme

NAUWELAERTS, Anyès Mme

Brésil

COSTA CAVALCANTE FILHO, Mauro Sr.

AOKI FUZIY, Rodrigo Sr.

Canada

LECLERC, Bernard Mr

WEATHERDON, Scott Mr

Chili

GONZALEZ, Alejandra Sra.

ESCOBAR, Manuel Sr.

Chine

ZHOU, Chunfa Mr

HE, Leibin Ms

Croatie

BATINOVIC, Ana-Marija Ms

Danemark

PEDERSEN, Malthe Moeller Mr

BAUCHY, Philippe Mr

Espagne

VINENT, Olga Lidia Sra.

BLANCO, Carlos Sr.

Fédération de Russie

GULYAEV, Denis Mr

POSHIVAY, Alexandre Mr

Finlande

ALSTELA, Aino-Maija Ms

NIEMINEN, Elli Ms

France

LEBRUN, OLIVIER M.

LE NOZAHIC, YVES M.

Ghana

BOAKYE-BOAMPONG, Nana Kwabena Mr.

Grèce

THEODOSOPOULOU, Eleftheria – Ioanna Ms

DOUMANIS, Antonios Mr

Îles Cook

ANDREANI, Rachele Ms

THONDOO, Sandrina Ms

Îles Marshall

HAFNER, John Mr

VON STEIN, Alex Mr

Inde

BARGUZER, SUBHASH Mr

Indonésie

PURWITASARI, Dyah Hartanti Ms

RIDZANI, Akmad Yani Mr

Irlande

QUINN, Alan Mr

KENNEDY, Michael Mr

Italie

ALATI, GIUSEPPE Mr

Jamaïque

SMITH, Bertrand Mr

Japon

URANO, Yasuhiro Mr

HASEGAWA, Takayuki Mr

Jordanie

JARADAT, SAIB Mr

ALKHARABSHEH, Amer Mr

Kenya

MULI, Millicent Ms

Lettonie

LIELBARDE, Sandra Ms

Libéria

MARGARET C, ANSUMANA Ms

CEDERIC, D'SOUZA Mr

Lituanie

SOMKIENE, Virginija Ms

LASIAUSKAS, Linas Mr

Luxembourg	PEACEY, Sophie Ms	CASTANO, Cristian Mr
RELAVE-SVENDSEN, Elisabeth Mme	Saint-Marin	SPAIN, Christian Mr
SIUDA, Marc M.	ANDRENACCI, Marilena Mme	REZAEI, Saman Mr
Malaisie	Singapour	BERRAMA, Seddik Mr
FAIZ, MOHD NURRUL Mr	CHEAH, Aun Aun Mr	SINGH THAKUR, Amar Mr
Malte	PNG, Angela Ms	NAIR, Sunil Mr
TABONE, Ivan Dr	Suède	PANJRI, Adam Mr
CUTAJAR, GORDON Dr	ATAK, Yesim Ms	SUKHORUKOV, Yury Mr
Maurice	THORSKÖLD, Siv Ms	ZEC, Dororea Ms
BABOO, Devika Ms	Suisse	DYRING, Lena Ms
Nigéria	STUDER, Andrin M.	VENTURA, Susana Ms
ESSAH, ANIEFIOK ETIM Mr	LÜCHINGER, Michaela Mme	RAGONJAN, Alex Mr
LAWAN, ALIYU Mr	Thaïlande	MEIJER, Sascha Ms
Norvège	LIMCHULARATTANA, Tarinee Ms	DICKINSON, Mark Mr
STORHAUG, Haakon Mr	WISUTTHIKAN, Chantharaporn Ms	
LEM, Unn C. Ms	Togo	
Nouvelle-Zélande	GNAMA, Kpatcha Mawaïboyodou M.	
MIFSUD, Max Mr	DONKO, Djagou Ikpadon M.	
ADAM, Claire Ms	Tunisie	
Oman	CHAIBI, Anouar M.	
ALQURRI, Mohammed Abdullah Masood Engineer	ZROUD, Lamia Mme	
AL KHANJARI, Idris H.E. Mr	Viet Nam	
Panama	VO, DUY THANG Mr	
BURGOS VALDÉS, MAYTE ELISA Sra.	HOANG, HONG GIANG Mr	
VILLAMONTE SANTOS, GIOVANNA Sra.	Armateurs / Shipowners / Armadores	
Pays-Bas	FERNANDO RESANO, Luis Mr	
VAN DE VEN, Roel Mr	INGLIS, Stewart Mr	
VINKENVLEUGEL, Paul Mr	TANGEN, Paal Mr	
Philippines	WILLIAMS, Peter Mr	
CRUZADO, JOMEL Mr	CERCHE, Sarah Ms	
RAMOS, Kristine Carol Ms	HOHLMANN, Bertil Mr	
Pologne	SPRINGETT, Tim Mr	
OSTREGA, Krzysztof Mr	VICENTE, Helio Mr	
PIOTROWSKA-LAGA, Agnieszka Ms	PEETERS, Hilde Ms	
Portugal	WILLIAMS, Jennifer Ms	
BAPTISTA, Susana Ms	SORMANI, Mariachiara Ms	
LEITÃO CORREIA, Carlota Ms	JOHNS, Max Mr	
République de Corée	CONSTANTINOU, Sophoclis Ms	
KIM, Ji-Hong Mr	SHAW, Natalie Ms	
JIN, Ho-Hyun Mr	GILBERT, Hannah Ms	
Roumanie	Gens de mer / Seafarers / Gente de mar	
DUMITRACHE, COSMIN LAURENTIU M.	LE GUEVEL, Thierry Mr	
Royaume-Uni		
COUSLEY, John MR		