



**INTERNATIONAL SHIP REGISTRY OF GABON
COMMISSIONAIRE OF MARITIME AFFAIRS**

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MARCIR: 21/2021

DATE: 12th January 2021

To : Representatives of Gabon flagged vessels, Deputy Registrars, Ship-owners & Ship-operators, Masters, and Flag State Surveyors.

Subject: “2018 AMENDMENTS TO MLC, 2006”.

Scope:

This Marine Circular aims to inform all interested parties upon the 2018 amendments to the Maritime Labour Convention which entered into force on 26th December 2020. These amendments relate to the Code of MLC 2006, Standard A2.1(7) (Seafarer’s Employment Agreement), Standard A2.2(7) (Wages) and Guideline B2.5.1 (Entitlement to repatriation).

References:

- a. International Labour Conference, Amendments of 2018 to the Code of the Maritime Labour Convention, 2006, as amended (MLC 2006).
- b. I.S.R of Gabon MARCIR 01/2020, 07 January 2020, “Gabon Flag Requirements for Maritime Labour Convention 2006”.

BACKGROUND OF THE 2018 AMENDMENTS TO MLC 2006

1. Within the context of ILO at the third meeting of the Special Tripartite Committee established by the Governing Body in accordance with Article XIII of the MLC, 2006, amendments to MLC 2006 related to seafarers’ employment agreements, payment of wages and repatriation of seafarers while a seafarer is held captive on or off the ship were adopted on 27 April 2018. The concrete amendments were approved at the 107th session of the International Labour Conference held in June 2018 and **ensure that seafarers held captive on or off a ship as a result of piracy or armed robbery continue to receive their wages.**



CONTENT AND PROVISIONS OF THE 2018 AMENDMENTS TO MLC 2006

2. In general and inter alia, the 2018 amendments provide that a seafarer’s employment agreement (SEA) shall continue to have effect for the whole period during which a seafarer is held captive on or off a ship in the event of and as a result of acts of piracy or armed robbery against ships. The SEA will be deemed to have full effect regardless of whether the expiration date of the contract has passed or either party has given the notice to suspend or terminate it.
3. In particular these amendments concern the following:
 1. Seafarers Employment Agreements (SEAs): Standard A2.1 was amended to establish that a SEA will continue to have effect while seafarer is held captive on or off the ship as a result of piracy or armed robbery against ships, regardless of the dates in their contract.
 2. Wages: Standard 2.2 has been amended to ensure that SEAs of seafarers held captive as a result of piracy or armed robbery will continue to have effect, including for the payment of wages and other entitlements until the seafarer is released and duly repatriated or date of death is determined.
 3. Repatriation: Guideline B2.5.1 was amended to ensure that the entitlement of seafarers to repatriation does not lapse if they are held captive as a result of piracy or armed robbery.

GABON FLAG REQUIREMENTS FOR MARITIME LABOUR CONVENTION 2006 – AMENDMENTS TO THE MARCIR. 01/2020

4. I.S.R of Gabon MARCIR 01/2020 is amended as per the bellow provisions:
 - 4.1 A new par. 10 is inserted under Part C “Conditions of employment”, Title 1. “Seafarers’ employment agreements”, as per below:

“10. Seafarer’s employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it. For the purpose of this paragraph, the term:

 - (a) piracy shall have the same meaning as in the United Nations Convention on the Law of the Sea, 1982; (b) armed robbery against ships means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons



or property on board such a ship, within a State’s internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above”.

4.2. A new par. 5 is inserted under Part C “Conditions of employment”, Title 2.

“Wages”, as per bellow:

“5. Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers’ employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations. The terms piracy and armed robbery against ships shall have the same meaning as in paragraph 10 of Title 1”.

4.3. Par. 10 (d) of Part C “Conditions of Employment, Title 5. “Repatriation” is amended, as per bellow:

“10 (d) The Seafarer not claiming his/her right to be repatriated within a week following the time when he/she is entitled to be repatriated, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships. The terms piracy and armed robbery against ships shall have the same meaning as in paragraph 10 of Title 1”.

**DECLARATION OF MARITIME LABOUR COMPLIANCE (DMLC) AND
MARITIME LABOUR CONVENTION CERTIFICATE (ML CERTIFICATE) FOR
EXISTING VESSELS**

5. The amendments do not immediately affect the validity of ML Certificates or DMLC Part I already issued to the existing I.S.R. of Gabon vessels. Existing ML Certificates and DMLC issued by the I.S.R. of Gabon will remain valid until the first initial/renewal MLC inspection after 26th December 2020. Before the initial/renewal inspection, shipowners should request a new DMLC Part I from this Administration. The new DMLC Part I will include the applicable requirements of the MLC 2018 amendments. The owner should complete DMLC Part II and forward it to a Recognized Organization (RO) for review and subsequent approval. The amended DMLC Part II should reflect compliance with the MLC 2018 amendments.

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ADMINISTRATION MARITIME



GABONESE REPUBLIC

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MARITIME ADMINISTRATION

**DECLARATION OF MARITIME LABOUR COMPLIANCE (DMLC) AND
MARITIME LABOUR CONVENTION CERTIFICATE (ML CERTIFICATE) FOR
JOINING VESSELS**

6. Vessel joining the registry on or after 26th December 2020 should request the DMLC Part I from this Administration. The DMLC Part I will include the applicable requirements of the MLC 2018 amendments. The owner should complete DMLC II and forward it to a Recognized Organization (RO) for review and subsequent approval.

**FOLLOW-UP ACTION BY SHIP OPERATORS, SHIPMANAGERS & SHIOWNERS
FOR VESSELS REGISTERED WITH THE I.S.R. OF GABON**

7. Shipowners, Ship Operators, and Ship managers operating ships registered under the I.S.R. of Gabon must ensure that SEAs and/or any applicable collective bargaining agreements that are signed on or after 26 December 2020, cover the 2018 amendments. Shipowners should review their policies and procedures to ensure compliance with the above.

Encl.:

- The text of the 2018 amendments to the Maritime Labour Convention, 2006, as amended, adopted by the Special Tripartite Committee of the International Labour Organisation
- Amendments DMLC Part 1

International Labour Conference

AMENDMENTS OF 2018 TO THE CODE
OF THE MARITIME LABOUR
CONVENTION, 2006, AS AMENDED
(MLC, 2006),
APPROVED BY THE CONFERENCE
AT ITS ONE HUNDRED AND
SEVENTH SESSION, GENEVA, 5 JUNE
2018

**AMENDMENTS OF 2018 TO THE CODE
OF THE MARITIME LABOUR CONVENTION,
2006, AS AMENDED (MLC, 2006)**

Amendment to the Code of the MLC, 2006, relating to Regulation 2.1

Standard A2.1 – Seafarers’ employment agreements Insert a new paragraph 7:

7. Each Member shall require that a seafarer’s employment agreement shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it. For the purpose of this paragraph, the term:

- a. Piracy shall have the same meaning as in the United Nations Convention on the Law of the Sea, 1982;
- b. Armed robbery against ships means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State’s internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.

Amendment to the Code of the MLC, 2006, relating to Regulation 2.2

Standard A2.2 – Wages

Insert a new paragraph 7:

7. Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers’ employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments as provided in paragraph 4 of this Standard, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated in accordance with Standard A2.5.1 or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations. The terms piracy and armed robbery against ships shall have the same meaning as in Standard A2.1, paragraph 7.

Amendment to the Code of the MLC, 2006, relating to Regulation 2.5

Guideline B2.5.1 – Entitlement

Replace paragraph 8 by the following:

8. The entitlement to repatriation may lapse if the seafarers concerned do not claim it within a reasonable period of time to be defined by national laws or regulations or collective agreements, except where they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships. The terms piracy and armed robbery against ships shall have the same meaning as in Standard A2.1, paragraph

The foregoing is the authentic text of the Amendments duly approved by the General Conference of the International Labour Organization during its One hundred and seventh Session which was held at Geneva and declared closed the eighth day of June 2018.

IN FAITH WHEREOF we have appended our signatures this day of June 2018

*The President of the Conference,
The Director-General of the International Labour Office*



Cert.No.:

Declaration of Maritime Labour Compliance - Part I

(This Declaration must be attached to the Maritime Labour Certificate Statement of Compliance)

In accordance with Maritime Labour Convention, 2006

Issued under the authority of the Government of the **Gabonese Republic** by the
INTERNATIONAL SHIPS REGISTER OF GABON

In accordance with Part F, Section 1.1.3 (Maritime Labor Convention) of Quality Procedure QP/8/Rev.1/2018

With respect to the provisions of the Maritime Labor Convention, 2006, the following referenced ship:

Name of Ship	IMO Number	Gross Tonnage	Port of Registry

is maintained in accordance with Standard A5.1.3 of the Convention.

The undersigned declares on behalf of the above named competent authority that:

- (a) The provisions of the Maritime Labor Convention, as amended (MLC 2006), are fully embodied in the national requirements referred to below;
- (b) These national requirements are contained in the national provisions referenced below; explanations concerning the content of those provisions are provided where necessary;
- (c) The details of any substantial equivalencies under Article VI, paragraphs 3 and 4, are provided under the corresponding national requirement listed below;
- (d) Any exemptions granted by the competent authority in accordance with Title 3 are clearly indicated in the section provided for this purpose below; and
- (e) Any ship-type specific requirements under national legislation are also referenced under the requirements concerned.

No.	Item	MLC	MLC 2006 Maritime Rule
1	Minimum age	Regulation 1.1	a. ISRG QP/8/Rev.1/2018 Part B. 1 (Maritime labor Convention). Employment of any seafarers under the age of 16 is prohibited. Night work is prohibited for seafarers under age 18, which provides for exception to night work for seafarers under age 18. Night is defined as a period of at least nine (9) hours starting no later than 00:00 midnight and ending no earlier than 5:00 a.m., which period shall be specified in the DMLC Part II. The employment, engagement or work of seafarers



			under age 18 is prohibited where the work is likely to jeopardize their health or safety.
2	Medical certification	Regulation 1.2	a. ISRG QP/8/Rev.1/2018 Part B, section 2 (Medical Certificate). Require all seafarers to always possess a “Fit for Duty” Physical Examination Form completed by a (duly qualified) physician / medical practitioner licensed/certified in the place of examination, and/or who is recognized by the Competent Authority at the place of examination for the issuance of seafarer’s medical certification and such standard medical form should be issued within the past two years of signing the shipping articles. However, for seafarers under the age of 18, the maximum period of validity of the certificate shall be 1 year. In urgent cases a seafarer may be permitted to work without a valid medical certificate in accordance with ISRG QP/8/Rev.1/2018 (Part B, Section 2.5), for a period of not more than three (3) months (in accordance with Standard A1.2.8(b)), until the next port of call where the seafarer can obtain a medical certificate, provided that the seafarer concerned is in possession of an expired medical certificate of recent date but not to exceed ninety (90) days from the date of expiry of the said medical certificate that is in the seafarer’s possession. Medical certificate must be provided in the English Language.
3	Qualifications of Seafarers	Regulation 1.3	a. ISRG QP/8/Rev.1/2018, Part B, Para 3 Seafarers must be suitably qualified, trained and certified in accordance with STCW as amended.
4	Seafarers' employment agreements	Regulation 2.1	a. ISRG QP/8/Rev.1/2018, Part C, Section 1 (Seafarers Employment agreements: provide for execution of a Seafarers Employment Agreement requirements – Before the Master, a ship to which, ISRG QP/8/Rev.1/2018 is applicable, there shall be in force a Seafarers Employment Agreement with every seaman on board his ship, except with persons who are apprenticed to, or the vessel’s owner. The Seafarers Employment Agreement shall be written or printed and shall be subscribed by every seaman on the ship and shall state the period of engagement or voyage or voyages and the term or terms for which each seaman shall be shipped and the rate of pay for each, and such other items as may be required by the ISRG QP/8/Rev.1/2018. The Master is also required to sign the Seafarers Employment Agreement. b. ISRG QP/8/Rev.1/2018, Part C, Section 1.2 & 1.4 (Seafarers Employment Agreements) : The seafarers



			<p>shall be given an opportunity to review and seek advice on the agreement, including any collective bargaining agreement (CBA) that forms part of the employment agreement, before signing, to ensure that they have freely entered into the agreement with a sufficient understanding of their rights and responsibilities. The shipowner and the seafarer shall each have a signed original of the employment agreement.</p> <p>c. ISRG QP/8/Rev.1/2018, Part C, Section 1.7 (Wages): provides for wages due to early termination; requires prior notification (of at least 15 days) for early termination of the seafarer’s employment. ISRG QP/8/Rev.1/2018, Part C, Section 1.8, provides for termination of the seafarers’ employment agreement at a shorter notice. Part C, Section 1.6, also provides the minimum particulars to be included in the Seafarers Employment Agreement.</p> <p>d. <u>ISR of Gabon MARCIR 01/2020, par. 4.1 provides under Part C “Conditions of Employment”, Title 1 “Seafarers employment agreements”, for Seafarer’s employment agreement that shall continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it.</u></p>
5	Use of any licensed or certified or regulated private recruitment and placement service	Regulation 1.4	<p>a. ISRG QP/8/Rev.1/2018, Part B, Section 4 (Recruitment and Placement): provides for recruitment and placement. It provides for seafarer’s access to efficient, adequate and accountable system for finding employment on board ship without charge to the seafarer. It also provides that ship owners who use seafarer’s recruitment and placement services that are based in countries or territories in which MLC-2006 does not apply are required to ensure that those services conform to the standards set in ISRG QP/8/Rev.1/2018.</p>
6	Hours of work or rest	Regulation 2.3	<p>a. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part C, Section 3 (Hours of work and hours of rest): provide for rest period; Section 3.4 incorporates the provision reflecting the minimum 77 hours in any seven day period; Interval between consecutive hours of rest cannot be more than 14 hours. ISRG QP/8/Rev.1/2018 includes Annexes reflecting the Gabonese standardized format for the table of shipboard working arrangements for posting and the record of work hours/rest periods (see Annex VII), a</p>



			<p>copy of which is required to be signed / endorsed by the Master / shipowners’ representative or a person authorized by the Master, and by the seafarer. A copy must be provided to the seafarer. Other forms of record keeping may be accepted provided the required information is included. By the foregoing, The Administration has adopted the minimum hours of rest standard. However, with proper notice to the ISRG, shipowners may elect to apply the maximum hours of work standard, but shall not implement both on the same vessel.</p> <p>b. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part C, Section 4.2 (Entitlement to leave): provides for seafarer vacation allowance / paid holiday per year, and annual leave with pay calculated on the basis of a minimum of 2.5 calendar days per month employment.</p>
7	Manning levels for the ship	Regulation 2.7	<p>a. ISRG QP/8/Rev.1/2018. Requires that the company and the Master shall ensure that the ship does not proceed to sea unless there is on board a valid Safe Manning document issued in respect of the ship and the manning of the ship complies with that document.</p> <p>b. ISRG QP/8/Rev.1/2018 Part C, Section 7 (Manning Levels) requires on board a sufficient number of seafarers to ensure that they operated safely, efficiently and with due regard to security. Part C, Section 7.2 of ISRG QP/8/Rev.1/2018, reflects minimization of excessive hours of work to ensure sufficient rest and limit fatigue of seafarers.</p>
8	Accommodation	Regulation 3.1	<p>1. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part D, Section 1 (Accommodation, recreational facilities, food and catering): provides for specific detail requirements for ships constructed on/or after MLC, 2006 enters into force and consistent with the requirements of A3.1 covering the size of rooms and other accommodation spaces; heating and ventilation; and other ambient factors; sanitary facilities; lighting and hospital accommodation; laundry facilities and mess rooms. In accordance with ISRG QP/8/Rev.1/2018, Part A, Section 2.4, certain exemptions may be provided to certain ships. ISRG QP/8/Rev.1/2018, Part D, Section 1.7, includes documented inspections of accommodation and records to be maintained.</p>
9	On-board recreational facilities	Regulation 3.1	<p>1. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part D, Section 1.18 (Recreational facilities): provides</p>



			for specific detail requirements for appropriate recreational facilities.
10	Food and catering	Regulation 3.2	<p>a. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part D, Section 2.1 (Food and catering) requires to maintain on board Gabonese flagged ships, a sufficient supply of water, and of food of suitably nutritive quality and variety taking due regard of the number of seafarers on board, their religious requirements, custom and habit (cultural practices), and which shall be properly and hygienically prepared, dispensed and served at no cost to the seafarers. ISRG QP/8/Rev.1/2018, Part D, Section 2.6 & 2.7, includes documented inspections of food quality and water supply and related accessories and records to be maintained.</p> <p>b. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part D, Section 2.2 (c) (Food and catering) requires that all seafarers employed as cooks on board Gabonese registered ships, to have completed a training course or program approved or recognized by ISRG as outlined in standard A3.2.4. Catering staff shall be properly trained or instructed for their position. Shipowners shall ensure that seafarers, who are engaged as ships' cooks are trained, qualified and found competent for the position.</p>
11	Health and safety and accident prevention	Regulation 4.3	<p>a. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part E, Section 3 (Health and safety protection and accident prevention) requires each vessel to appoint from amongst the crew a suitable person and a committee responsible for accident prevention, and such person or committee shall in addition to any other duties assigned by the Master ensure that any conditions aboard the vessel are in substantial compliance with the applicable provisions of the accident prevention code, including the ILO code of practice, entitled to Accident prevention on board the ship at sea and in port, including inspection, reporting and correction of unsafe conditions of occupational accidents on board, which shall be investigated.</p>
12	On-board medical care	Regulation 4.1	<p>a. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part E, Section 1.2 & 1.3 (Medical care on board ship and ashore) requires that seafarers on Gabonese flagged ships shall have access to prompt and adequate medical care whilst working on board, and such medical care be provided by the shipowner at no cost to the seafarers.</p>



			<p>Those in need of immediate medical care shall be given access to medical facilities ashore.</p> <p>b. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part E, Section 1.6 (Medical care on board ship and ashore) requires that every Gabonese flagged ship shall carry and maintain an adequate medicine chest bearing in mind the number of persons aboard and the nature and duration of the voyage. In the determination of the contents of the chest, consideration shall be given to the recommendations of the International Labor Organization/WHO International Medical Guide for Ships.</p> <p>c. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part E, Section 1.6(d) (Medical care on board ship and ashore) Seafarers designated to provide medical first aid or designated to take charge of medical care shall meet the standard of competence respectively specified in the applicable sections of the International Convention on Standards of Training, Certification and Watch keeping, 1978, as amended.</p> <p>d. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part E, Section 2.5 (Shipowner’s liability) ensures that shipowners are liable to bear the costs for seafarers working on their ships in respect of health, medical protection, medical care, sickness and injury of the seafarers occurring between the date of commencing duty and the date upon which they are deemed duly repatriated, or arising from their employment between those dates.</p>
13	On-board complaint procedures	Regulation 5.1.5	<p>a. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part F, Section 1.5 (On-board complaint procedures) provides for Conciliation, Mediation and Arbitration of labor disputes, differences or grievances. Section 1.5.7 requires that all complaints and the decisions on them shall be recorded and a copy provided to the seafarer concerned.</p>
14	Payment of wages	Regulation 2.2	<p>a. ISRG QP/8/Rev.1/2018 (Maritime Labor Convention), Part F, Section 2 (Wages) provides for payment of wages as follows: Commencement and Termination. Wages shall commence on the day specified and agreed to in the Seafarers Employment Agreement. Normal working hours’ standard for seafarers shall be based on an eight (8) hour day with on day of rest per week and rest on public holidays.</p> <p>b. Section 2, provides for electronic transfer of wages and for proper accounting statement for the seafarer.</p>



<p>15</p>	<p><u>Entitlement to Repatriation</u></p>	<p><u>Guideline B2.5.1</u></p>	<p>c. Section 2, a seaman is entitled to receive currency agreed to in the Seafarers Employment Agreement; Seafarers shall be paid in full at no greater than monthly intervals in accordance with their employment agreements. Seafarers shall be given a monthly account of the payment due and the amounts paid, including wages, any additional payments and the rate of exchange used, if applicable.</p> <p>d. <u>ISR of Gabon MARCIR 01/2020 par. 4.2 foresees for Part C “Conditions of employment”, Title 2. “Wages”, par. 5 that when a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers’ employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments, shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations.</u></p> <p>a. <u>ISR of Gabon MARCIR 01/2020 par. 4.3 foresees under Part C “Conditions of Employment, Title 5. “Repatriation” that seafarers maintain under any conditions the right for repatriation if they are held captive on or off the ship as a result of acts of piracy or armed robbery against ships.</u></p>
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Issued on:

(Date of Issue)

at

(Place)

For the International Ships Registry of the Maritime Administration of the Gabonese Republic

Hysham Akram Shaikh
Commissioner for Maritime Affairs



Substantial Equivalencies

(Note: Strike out the statement which is not applicable)

The following substantial equivalencies, as provided under Article VI, paragraphs 3 and 4, of the Convention, except where stated above, are noted (insert description if applicable):

No Equivalency has been granted.

Signed: _____
Signature of authorized official

Place: _____

Date: _____
Seal / Stamp of the Authority, as appropriate

Exemptions

(Note: Strike out the statement which is not applicable)

The following exemptions granted by the competent authority as provided in Title 3 of the Convention are noted:

No Exemption has been granted.

Signed: _____
Signature of authorized official

Place: _____

Date: _____
Seal / Stamp of the Authority, as appropriate