

Annex 3

Items covered by the on-board inspection

- a) Items 1 to 14 of the DPCMLC;
- b) Entitlement to leave (Regulation 2.4 MLC). The following provisions shall be complied:
- i) The seafarer shall be granted paid annual leave expiring in January 1st;
 - ii) The annual leave period shall have a minimum duration of 2.5 calendar days per month of employment, or proportionally in the case of an incomplete month;
 - iii) For leave purposes, are working days Monday to Friday, except holidays;
 - iv) The entitlement to leave cannot be renounced and its taking of cannot be replaced, yet with the seafarer's agreement, by any financial compensation whatsoever, without prejudice to the seafarer's entitlement to renounce the taking of leave exceeding 20 working days, or the respective proportion in case of leave in the year the seafarer has been employed, without reduction of wage and of the leave concerning the leave period due, cumulating with the wage of work rendered in those days;
 - v) Unless specified otherwise, or determined by collective labour regulation instrument, leave periods are granted to seafarers in the home port, by the shipowner choosing;
 - vi) The duration of voyages to and from the place of leave is not included in the leave period, unless the seafarer uses a longer means of transportation than the one indicated by the shipowner;
 - vii) The shipowner shall give the seafarer information on the duration of leave or the criteria for its determination.
- c) Repatriation (Regulation 2.5 of MLC). The following provisions must be satisfied:
- i) The seafarer has a right to be repatriated in the following situations:
 - Termination of the employment agreement, except in cases of denunciation by the seafarer;
 - Illness or injury or other situation of clinical nature which may be harmed by its shipboard environment;
 - Shipwreck;
 - Piracy;
 - Interruption of the employment agreement by non-payment in due time of the basic pay;

- Interruption of the employment agreement in case of shipowner's corporate crisis;
 - Refusal in travelling into a war zone;
 - After one or more periods of employment in a total of eleven months and fifteen days.
- ii) The seafarer may have the right to the mentioned in i) by means of communication to the shipowner or to its representative within ten days following the given right;
- iii) The repatriation is organized by the shipowner, bearing the expenses, and comprises namely:
- Passage by plane or other fast and appropriate mode of transport to the repatriation destination;
 - Accommodation and food from the moment the seafarers leave the ship until they reach the repatriation destination;
 - Pay to which the seafarer would have the right to, if he was employed, until its arrival to the repatriation destination;
 - Transportation of 30 kg of the seafarer's personal luggage to the repatriation destination;
 - Medical treatment when necessary until the seafarers are medically fit to travel to the repatriation destination or necessary during the voyage.
- iv) Shipowners cannot receive from the seafarer any advance payment towards the cost of repatriation, though he may require from the seafarer a refund of these costs whenever the situation is due to their own willful misconduct, as well as to compensate this value with the retribution or other seafarers' claims;
- v) The mentioned in iii) will not result in discomfort to the shipowner's right in demanding the third payment of the expenses made with the repatriation, based on contractual provisions or in civil responsibility.
- d) Shipowner's liability (Regulation 4.2 of MLC). The following provisions must be complied:
- i) The shipowner shall be liable to defray the expense of medical care of the seafarer which being away suffers from natural sickness or accident incurred otherwise than in the service of the ship and needing treatment ashore out of the national territory, including essential dental care;
- ii) For the purpose of item i), the shipowner shall ensure to the seafarer accommodation and food during the duration of treatment, on board, ashore or waiting for the repatriation;

- iii) The seafarer having intentionally hidden, in the moment of engagement, sickness or injury, or whenever these are a result of deliberate act, has the right to the allowances referred in the previous numbers, and shall indemnify the shipowner with the correspondent costs;
 - iv) The seafarer which is not beneficiary of the National Health Service has access, in conditions identical to those of the beneficiary, to the same institutions for purposes of health protection and of medical care, including essential dental care;
 - v) The shipowner shall be liable to defray the medical care payments in case of natural sickness or injury incurred otherwise than in the service of the ship, according to the previous number;
 - vi) In the case of sickness or accident with the seafarer on board making impossible to continue to work, the shipowner shall be liable to pay:
 - The wage or the difference between the wage and the sickness benefit or the indemnity for temporary incapacity for work resulting of an employment injury or occupational disease, during the period in which the seafarer is on board or no longer on board waiting for repatriation;
 - After the previously mentioned period, and in case of the seafarer not having the right to the benefit or to the indemnity referred, an amount equivalent to the first or, if not definable, correspondent to half the wage, for 16 weeks from the commencement of the sickness or of the injury;
 - vii) The provisions of the previous does not apply in case of injury incurred otherwise than in the service of the ship, or in case of sickness or injury resulting from intentional act from the seafarer;
 - viii) In case the seafarer is in watchkeeping duties suffers from health problems resulting from night work, verified in periodical or occasional medical examination, the shipowner shall, as soon as possible, transfer the seafarer to an appropriate day working place.
- e) Social security (Regulation 4.5 of MLC). The following provisions must be complied:
- i) Seafarers shall benefit from a regime of social security covering, at least, three¹ of the following areas: medical care, sickness benefit, unemployment benefits, old-age benefits,

¹ This provision remains valid for the temporary period of these guidelines and until the approval of the diploma regulating the MLC 2006.

employment injury benefits, occupational disease, family benefits, maternity benefits, invalidity benefits and survivors' benefit.

- f) General principles (Regulation 5.1.1 of MLC). The following provisions must be complied:
- i) A copy of the employment agreements and of the services of people employed working on board, under MLC 2006, and of the collective labour regulation instruments applicable to the later shall be available;
 - ii) Translation for the English language, if this is not the working language of the ship, of the agreements mentioned in i), of the standards of this circular related to the repatriation and the collective labour regulation subject to inspection by the competent authorities, for consultation of the referred authority and of the people working on board, including the captain, shall be available;
 - iii) The shipowner must keep on board the DCMLC and, in annex, the DPCMLC updated, or the valid DCPMLC, as well as keep them posted in a conspicuous place on board.