

## Declaration of Maritime Labour Compliance – Part I

This Part is drawn up by the Marine Department (HKMD) of the Hong Kong Special Administrative Region as the Hong Kong requirements with respect to the 14 items that must be inspected and approved by HKMD or its recognized organizations before certifying a Hong Kong ship in accordance with Standard A5.1.3 of the Maritime Labour Convention, 2006 (hereinafter refers to as ‘Convention’).

### **1. Minimum age (MLC, Regulation 1.1)**

- .1 The age of a seafarer working onboard a Hong Kong ship shall not be less than 17 years.
- .2 Night work for seafarers under the age of 18 shall be prohibited except in limited circumstances as referred to Standard A1.1.3 (a) or (b) of the Convention.
- .3 Night shall cover a period of at least nine hours, starting no later than midnight and ending no earlier than 5 am.
- .4 The employment, engagement or work of seafarers under the age of 18 on board a HK ship shall be prohibited where the work is likely to jeopardize their health or safety as identified in the IMDG Code and materials in Chapter 17 of IBC Code as amended.
- .5 Seafarers under the age of 18 shall not be allowed to carry out any type of work prescribed in paragraph 2 of Guideline B4.3.10 of the Convention unless they are trained, and provided with appropriate supervision and instruction. Notwithstanding the above, seafarers under the age of 18 shall not work in the following hazardous areas:
  - working in high-pressure atmospheres, i.e. the risks from pressure and decompression such as diving;
  - working in ships’ hospital or taking care of patients on board;
  - working involving high electrical voltage (over 1,000 voltage);
  - exposure to shocks, low frequency vibration, for example, working in fast rescue craft, may be associated with back pain and other spinal disorders.

### **2. Medical certification (MLC Regulation 1.2)**

- .1 Every seafarer employed on board a Hong Kong ship shall be in possession of a valid medical fitness certificate attesting that s/he is medically fit to perform the duties s/he is to carry out.
- .2 The nature of medical examination and certificate shall comply with the Determinations issued by HKMD specifying the standards of medical fitness for seafarers in accordance with the STCW Convention 1978, as amended from time to time.
- .3 The medical fitness certificate shall be issued by a qualified medical practitioner or, in the case of a certificate solely concerning eyesight, by a qualified medical practitioner or a qualified optometrist. A qualified medical practitioner for the issue of a medical fitness certificate means a medical practitioner registered under Cap. 161 of the HK Laws and who is also listed in the Gazette published by HKMD as an approved medical practitioner pursuant to section 18 of Cap.478O (*A list of approved medical practitioners in HKSAR can be found on HKMD’s website<sup>1</sup>*), whilst a qualified medical practitioner for the issue of a certificate solely concerning eyesight means a medical practitioner registered under Cap.161. A qualified optometrist means the one registered under Cap.359. HKMD also accepts medical fitness certificates issued by medical practitioners under STCW Convention 1978, as amended from time to time, or certificates concerning eyesight by optometrists, of a country mutually recognized with Hong Kong under the STCW Convention, or by another State Party to ILO Convention concerning the Medical Examination of Seafarers, attesting to the holder’s medical fitness for duty. Medical practitioners and optometrists must enjoy full professional independence in exercising their professional judgement. Medical fitness certificate referred herein can also be the one issued by the medical review panel under regulation 11(5)(a) and (b) of Cap.478O. Regulations 11(5)(a) & 11(5)(b) should read as follows:-

“(5)(a), having regard to the medical and visual standards specified in the Determinations, issue to the applicant a medical fitness certificate, with or without restriction as to capacity or geographical area and valid for such period as the panel shall specify, subject to the period of validity of the certificate as given under item 2.6 below;

“(5)(b), expressed accordingly and valid for such a period as the panel shall specify, subject to the period of validity of the certificate as given under item 2.6;
- .4 Seafarers have the rights to have a further examination as stipulated in Standard A1.2.5 of the Convention. A seafarer that has been refused a certificate may also apply to the Superintendent for a medical review according to Cap.478O s.11. For s.11(b), it should read: “the imposition of a restriction on a certificate in respect of the seafarer’s ability to work, including the type of ship, time, field of work or trading area.”
- .5 Each medical fitness certificate shall state in particular that the scopes of health conditions of the seafarer as stipulated in Standard A1.2.6 of the Convention.

- .6 A medical fitness certificate issued shall specify the period, commencing with the date of the medical examination, for which the certificate shall remain valid, subject to the following maximum periods :
  - (a-i) in respect of a seafarer under 18 years of age, 1 year;
  - (a-ii) in respect of a seafarer 18 years of age and under 55 years of age, 2 years;
  - (a-iii) in respect of a seafarer 55 years of age and over, 1 year;
  - (a-iv) in respect of a seafarer serving or intending to serve<sup>2</sup> on bulk<sup>3</sup>chemical carriers, 1 year.
- (b) Colour vision test is valid for no more than 6 years.
- .7 In urgent cases, shipowners shall apply to HKMD to allow a seafarer to work without a valid medical fitness certificate until the next port of call where the seafarer can obtain a medical fitness certificate from a qualified medical practitioner, provided that the period of permission granted does not exceed 3 months<sup>4</sup> and the seafarer concerned is in possession of an expired medical fitness certificate of recent date.
- .8 If the period of validity of a medical fitness certificate expires in the course of a voyage, the certificate shall continue in force until the next port of call where the seafarer can obtain a medical fitness certificate from a qualified medical practitioner, provided that the period shall not exceeding 3 months from the date of expiry of such certificate.
- .9 Medical fitness certificates for seafarers working on HK ships ordinarily engaged in international voyage must as a minimum be provided in English.

### **3. Qualifications of Seafarers (MLC Regulation 1.3)**

- .1 Seafarers shall not work on a Hong Kong ship unless they are certified as competent to perform their duties as required by the STCW Convention, as amended from time to time.
- .2 Seafarers shall not be permitted to work on a Hong Kong ship unless they have successfully completed the trainings required by the Section A-VI/1 of the Code of the STCW Convention, as amended from time to time.
- .3 All officers and ratings on board Hong Kong ships shall comply with the provisions of the STCW Convention, as amended from time to time.

### **4. Seafarers' employment agreements (MLC Regulation 2.1)**

- .1 The terms and conditions for employment of a seafarer shall be set out or referred to in a clear written legally enforceable agreement and shall be consistent with the standards set out in the Code.
- .2 All seafarers employed for working on board Hong Kong ships shall have a crew agreement signed by both the seafarer and the shipowner or a representative of the shipowner providing them with decent working and living conditions on board the ship as required by the Convention.
- .3 Shipowners shall provide seafarers signing a crew agreement an opportunity to examine and seek advice on the agreement before signing, as well as such other facilities as are necessary to ensure that they have freely entered into an agreement with a sufficient understanding of their rights and responsibilities.
- .4 The shipowner and seafarer concerned with the agreement shall each have a signed original of the crew agreement.
- .5 Shipowners shall provide seafarers, including the ship's master, clear information to the conditions of seafarers' employment, and such information, including a copy of the crew agreement shall be provided or available for authorized officers for review, including those authorities in ports to be visited.
- .6 Shipowners shall provide each seafarer a document containing a record of their employment on board ship. The document shall contain sufficient information, with a translation in English, to facilitate the acquisition of further work or to satisfy the sea-service requirements for upgrading or promotion.
- .7 The document of record of employment shall not contain any statement as to the quality of the seafarers' work or as to their wages. An Employment Registration Book issued to a Hong Kong registered seafarer in accordance with Cap.478U or a seafarers' discharge book for seafarers other than Hong Kong registered seafarers working on board Hong Kong ships shall satisfy this requirement.
- .8 The crew agreement shall at least contain the items required by Standard A2.1.4 of the Convention as well as "Shipowners' liabilities" (para. 4.12 below) and "Entitlement to leave" (para. 4.13 below).
- .9 The minimum notice period to be given by the seafarers and shipowners for the early termination of a crew agreement shall not be shorter than seven days.
- .10 Shipowners shall allow seafarers to terminate the crew agreement at shorter notice or without notice without penalty for compassionate or other urgent reason.
- .11 Where the language of the crew agreement and any applicable agreement is not in English, the following shall also be available in English :
  - (a) a copy of a standard form of the agreement; and
  - (b) the portions of any applicable agreement that are subject to a port State inspection.

The requirement for an English copy shall not apply to Hong Kong ships not applicable to the certification requirements under the Convention and not engaging in international voyage, but at the

request of the shipowner to the Director.

- .12 The following provisions stipulating "Shipowners' liabilities" shall be included in the crew agreement :
- (a) shipowners shall bear the costs for seafarers working on Hong Kong ships in respect of 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;
  - (b) shipowners shall provide financial security to assure compensation in the event of the death or long-term disability of seafarers due to an occupational injury, illness or hazard;
  - (c) shipowners shall defray the expense of medical care, including medical treatment and the supply of the necessary medicines and therapeutic appliances, and board and lodging away from home until the sick or injured seafarer has recovered, or until the sickness or incapacity has been declared of a permanent character;

Notes :

- (i) The liability of the shipowner to defray the expense of medical care and board and lodging are limited to a period which shall not be less than 16 weeks from the day of the injury or the commencement of the sickness.
  - (ii) Where the sickness results in incapacity for work, the shipowner shall be liable :
    - (ii-a) to pay full wages as long as the sick seafarers remain on board or until the seafarers have been repatriated; and
    - (ii-b) to pay fourth-fifths of the wages from the time when the seafarers are repatriated or landed until their recovery.
  - (iii) The liability of the shipowner to pay fourth-fifths of the wages in respect of a sick seafarer no longer on board may be limited to a period which shall not be less than 16 weeks from the day of the commencement of the sickness.
  - (iv) Where the injury results in incapacity either permanent or permanent partial or temporary incapacity, the liability and the compensation limitation of the shipowner are to follow the Employees' Compensation Ordinance, Chapter 282.
  - (v) Shipowners' liability may be excluded in respect of :
    - (v-a) injury incurred otherwise than in the service of the ship;
    - (v-b) injury or sickness due to the wilful misconduct of the sick, injured or deceased seafarer; and
    - (v-c) sickness or infirmity intentionally concealed when the engagement is entered into.
  - (vi) Shipowners' liability may be exempted to defray the expense of medical care and board and lodging and burial expenses in so far as such liability is assumed by the public authorities.
  - (d) shipowners shall pay the cost of burial expenses in the case of death occurring on board or ashore during the period of engagement; and
  - (e) shipowners shall take measures for safeguarding property left on board by sick, injured or deceased seafarers and for returning it to them or to their next of kin.
- .13 The following provisions for "Entitlement to leave" shall be included in the crew agreement as :
- (a) The annual leave with pay entitlement shall be calculated on the basis of a minimum of 2.5 calendar days per month of employment. The length of service includes the period of traveling to join the ship and the period of his repatriation from abroad to his proper return port. Justified absences from work shall not be considered as annual leave; and
  - (b) Any agreement to forgo the minimum annual leave with pay shall not be allowed.

**5. Use of any licensed or certified or regulated private recruitment and placement service (MLC Regulation 1.4)**

- .1 Shipowners who employ Hong Kong registered seafarers to work on board Hong Kong ships shall comply with the requirements of Part VI and Part VII of Cap.478
- .2 Permitted seafarers' organizations in HK can operate recruitment and placement services for HK registered seafarers for serving onboard HK registered ships only.
- .3 Shipowners who use seafarer recruitment and placement services that are based in countries or territories in which the Convention does not apply for the employment of seafarers to work on board Hong Kong ships shall use the recruitment and placement services which conform to the Standard A1.4.5 of the Convention. Seafarers from non-party States to the Convention without social security protection according to A4.5.2 of the Convention are not allowed to be employed to serve onboard Hong Kong registered ship.

**6. Hours of work or rest (MLC Regulation 2.3)**

- .1 Shipowners shall implement the normal working hours' standard for seafarers on the basis of an eight-hour day with one day of rest per week and rest on public holidays<sup>5</sup>.
- .2 Shipowners shall provide every position of seafarers on board Hong Kong ships with the minimum number of hours of rest which shall not be less than :
- (a) ten hours in any 24-hour period; and
  - (b) 77 hours in any seven-day period.

This minimum number of hours of rest applies to all seafarers on board.

Hours of rest – means time outside hours of works; this term does not include short breaks.

- .3 Shipowner may divide the hours of rest into no more than two periods, one of which shall be at least six hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- .4 Shipowner shall arrange emergency drills in a manner that minimizes the disturbance of rest periods and does not induce fatigue. Seafarers shall have adequate compensatory rest period if normal period of rest is disturbed by call-outs to work. Seafarers concerned shall have sufficient rest.
- .5 A table for the shipboard working arrangement shall be posted on board a Hong Kong ship. The table shall cover every position and shall contain at least :
- (a) the schedule of service at sea and service in port; and
  - (b) the minimum hours of rest.

This table, in the working language of the ship and in English, shall be placed in an easily accessible place and may be developed in accordance with "IMO/ILO Guidelines for the Development of Tables of Seafarers Shipboard Working Arrangements and Formats of Records of Seafarers Hours of Work or Hours of Rest" as amended. HKMD may specify any form of the table if deemed appropriate.

- .6 Records of seafarers' daily hours of rest, in the working language of the ship and in English as may be developed in accordance with "IMO/ILO Guidelines for the Development of Tables of Seafarers Shipboard Working Arrangements and Formats of Records of Seafarers Hours of Work or Hours of Rest" as amended from time to time, shall be maintained to allow monitoring of compliance with provisions under the above paragraphs 6.2 to 6.5. The seafarers shall be given a copy of the records pertaining to them which shall be endorsed by the master, or a person authorized by the master, and by the seafarers.
- .7 The master of a Hong Kong ship shall have the right to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, person on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. Accordingly, the master may suspend the schedule of hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, any seafarers who have performed work in a scheduled rest period shall be provided with an adequate period of rest by the master.
- .8 Shipowners shall comply with Guideline B2.3 of the Convention for all young seafarers under the age of 18.
- .9 Those watchkeeping seafarers and those whose duties involve designated safety, prevention of pollution and security duties shall be provided by the shipowners with a rest period of not less than :
- (a) a minimum of 10 hours of rest in any 24-hour period; and
  - (b) 77 hours in any 7-day period.

The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the intervals between consecutive periods of rest shall not exceed 14 hours.

In order to ensure a continued safe operation of Hong Kong ships in exceptional conditions, certain exceptions from the above requirements for the rest periods are allowed provided that the rest period is not less than 70 hours in any 7 day period and on certain conditions, namely :

- (a) such exceptional arrangements shall not be extended for more than two consecutive weeks;
- (b) the intervals between two periods of exceptions shall not be less than twice the duration of the exception;
- (c) the hours of rest may be divided into no more than three periods, one of which shall be at least 6 hours and none of the other two periods shall be less than one hour in length;
- (d) the intervals between consecutive periods of rest shall not exceed 14 hours; and
- (e) exceptions shall not extend beyond two 24-hour periods in any 7-day period.

Exceptions shall, as far as possible, take into account the guidance regarding prevention of fatigue in

section B-VIII/1 of the Code of the STCW Convention, as amended from time to time.

**7. Manning levels for the ship (MLC Regulation 2.7)**

- .1 Without prejudice to section 13 of Cap.478J, shipowners shall place a sufficient number of seafarers on board a Hong Kong ship to ensure that the ship is operated safely, efficiently and with due regard to security under all conditions. The ship shall be manned by seafarers that is adequate, in terms of size and qualifications, to ensure the safety and security of the ship and its personnel, under all operating conditions, in accordance with the minimum safe manning certificate (MSM Certificate) issued by HKMD.

**8. Accommodation (MLC Regulation 3.1)**

- .1 A Hong Kong ship constructed on or after the date when the Convention comes into effect in Hong Kong shall comply with the requirements for on-board accommodation and recreational facilities that are set out in Regulation 3.1, Standard A3.1.6 to A3.1.17 and Guidelines B3.1.1 to B3.1.12, of the Convention
- .2 For ships constructed before the date when the Convention comes into effect in Hong Kong, shipowners shall comply with the requirements of Cap.478I.
- .3 Shipowners shall conduct frequent inspections, not exceeding every 7 days, on board ships, by or under the authority of the master, to ensure that seafarer accommodation is clean, decently habitable and maintained in a good state of repair. The result of each such inspection shall be recorded into ship' official log book and be available for review.
- .4 HKMD may, after consultation with the Advisory Board, exempt ships of less than 200 gross tonnage where it is reasonable to do so, taking account of the size of the ship and the number of persons on board, in relation to the requirements under Standard A3.1 of the Convention :
- (a) paragraphs 7(b), 11(d) and 13; and
- (b) paragraphs 9(f) and (h) to (l) inclusive, with respect to floor area only.

**9. On-board recreational facilities (MLC Regulation 3.1)**

- .1 For a Hong Kong ship constructed on or after the date when the Convention comes into effect in Hong Kong, shipowners shall provide appropriate seafarers' recreational facilities, amenities and services, as adapted to meet the special needs of seafarers who must live and work on ships. In addition to the requirements relevant to recreation facilities as stated in item 8 above, requirements under Guideline B3.1.11 of the Convention shall also be complied with.
- .2 For ships constructed before the date when the Convention comes into effect in Hong Kong, shipowners shall comply with the requirements of Cap.478I.
- .3 Frequent inspections, not exceeding every 7 days, shall be carried out on board ships, by or under the authority of the master, to ensure that seafarer on board recreational facilities are clean and maintained in a good state of repair. The result of each such inspection shall be recorded into ship' official log book and be available for review.

**10. Food and catering (MLC Regulation 3.2)**

- .1 Shipowners shall maintain the minimum standards for food and catering be provided on board a Hong Kong ship as follows :
- (a) Shipowners shall provide food and drinking water supplies, having regard to the number of seafarers on board, their religious requirements and cultural practices as they pertain to food, and the duration and nature of the voyage, shall be suitable in respect of quantity, nutritional value, quality and variety.
- (b) The organization and equipment of the catering department shall be such as to permit the provision to the seafarers of adequate, varied and nutritious meals prepared and served in hygienic conditions.
- (c) Catering staff shall be properly trained or instructed for their positions.
- .2 Seafarers on board a Hong Kong ship shall be provided with food free of charge during the period of engagement.
- .3 Seafarers who are engaged as ships' cooks shall be trained, qualified and found competent.
- .4 The requirements in the paragraph 10.3 above shall include a completion of a training course approved or recognized by HKMD, which covers practical cookery, food and personal hygiene, food storage, stock control and environmental protection and catering health and safety. HKMD accepts ship cooks certified by the "Certification of Ships Cooks Convention, 1946" (ILO Convention No.69) issued by a Party to the Convention. HKMD also accepts ships' cooks qualified by experience when they have served as ships' cooks not less than 12 months and completed an approved top-up course.
- .5 HKMD allows ships operating with a prescribed manning of less than ten which, by virtue of the size of the seafarers or the trading pattern not to carry a fully qualified cook. Anyone processing food in the galley shall be trained or instructed in areas including food and personal hygiene as well as handling

and storage of food on board ship.

- .6 Frequent documented inspections shall be carried out on board Hong Kong ships not exceeding every 7 days, by or under the authority of the master, together with a member of the seafarers employed in catering on the ship with respect to:
  - (a) supplies of food and drinking water;
  - (b) all spaces and equipment used for the storage and handling of food and drinking water; and
  - (c) galley and other equipment for the preparation and service of meals.The results of each inspection carried out shall be recorded by the master in the official log book and the entry shall be signed by him and a member of the seafarers employed in catering on the ship.
- .7 No seafarer under the age of 18 shall be employed or engaged or work as a ship's cook on board Hong Kong ships.

#### **11. Health and safety and accident prevention (MLC Regulation 4.3)**

- .1 Shipowners shall adopt, implement and promote occupational safety and health policies and programmes on Hong Kong ships, including risk evaluation as well as training and instruction of seafarers. Shipowners conducting risk evaluation in relation to management of occupational safety and health shall refer to appropriate statistical information from their ships and from general statistics provided by HKMD.
- .2 Shipowners shall provide reasonable precautions to prevent occupational accidents, injuries and diseases on board Hong Kong ships, including measures to reduce and prevent the risk of exposure to harmful levels of ambient factors and chemicals as well as the risk of injury or disease that may arise from the use of equipment and machinery on board ships.
- .3 The on-board occupational safety and health policies and programmes for the prevention of occupational accidents, injuries and diseases and for continuous improvement in occupational safety and health protection, involving seafarers' representatives and all other persons concerned in their implementation as set out in paragraph 11.5 below, shall take account of preventive measures, including engineering and design control, substitution of processes and procedures for collective and individual tasks, and the use of personal protective equipment.
- .4 Shipowners shall provide protective equipment or other accident preventions safeguards with provisions requiring their use by seafarers. Special attention shall be paid to the safety and health of seafarers under the age of 18.
- .5 Shipowners shall specify the duties of the master or a person designated by the master, or both, in the ship's occupational safety and health policies and programmes for the specific responsibility for the implementation of and compliance with such policies and programmes. Shipowners shall also specify the authority of the ship's seafarers appointed or elected as safety representatives to participate in meetings of the ship's safety committee. Such a committee shall be established on board a Hong Kong ship on which there are five or more seafarers.
- .6 Shipowners are required to report occupational accidents, injuries and diseases to the Superintendent and correcting unsafe conditions.
- .7 The contents of the on-board occupational safety and health policies and programmes shall, to the least, in compliance with sections 4, 5, 6, 7 of Cap.478C and Standard A4.3.

#### **12. On-board medical care (MLC Regulation 4.1)**

- .1 Shipowners shall implement measures that provide for health protection and medical care, including essential dental care, for seafarers working on board Hong Kong ships as follows:
  - (a) Shipowners shall provide occupational health protection and medical care, including essential dental care<sup>6</sup>, for seafarers relevant to their duties, as well as of special provisions specific to work on board a Hong Kong ship.
  - (b) Shipowners shall provide seafarers health protection and medical care as comparable as possible to that which is generally available to workers ashore, including prompt access to the necessary medicines, medical equipment and facilities for diagnosis and treatment and to medical information and expertise. Seafarers shall be allowed to visit a qualified medical doctor or dentist without delay in ports of call, where practicable.
  - (c) Medical care and health protection services while a seafarer is on board ship or landed in a foreign port shall be provided by shipowners free of charge to seafarers.
  - (d) Shipowners shall provide measures of a prevention character such as health promotion and health education programmes in addition to the treatment of sick or injured seafarers.
- .2 Shipowners shall arrange that the "Medical report form for use by the ships' masters and relevant onshore and on-board medical personnel" of the "International Medical Guide for Ships" as amended from time to time, or equivalent shall be used by ships' masters and relevant onshore and on-board medical personnel. The form, when completed, and its contents shall be kept confidential and shall only be used to facilitate the treatment of seafarers.
- .3 Shipowners shall comply with Cap.478X of the requirements for on-board hospital and medical care

facilities and equipment. Medical training on Hong Kong ships for seafarers shall be based on the contents of the “*International Medical Guide for Ships*”, as amended from time to time, the “*Medical First Aid Guide for Use in Accidents Involving Dangerous Goods*”, as amended from time to time, the “*Document for Guidance – An International Maritime Training Guide*”, as amended from time to time, and the medical section of the “*International Code of Signals*”, as amended from time to time.

.4 Shipowners shall comply with the following minimum requirements of medical care on board Hong Kong ships :

- (a) All ships shall carry medicine stores, medical equipment and medical guide in compliance with Cap.478X and subject to regular inspection by authorized officer and by shipmasters not exceeding 12 months. Notwithstanding the above, shipmasters shall comply the following requirements :
  - (i) medicines are correctly stored and directions for their uses are checked;
  - (ii) any perishable medicines have been replaced;
  - (iii) all equipment required under Cap.478X are functioning as required; and
  - (iv) the ship is carrying the “*International Medical Guide for Ships*”, as amended, the “*Medical First Aid Guide for Use in Accidents Involving Dangerous Goods*”, as amended, the “*Document for Guidance – An International Maritime Training Guide*”, as amended and the medical section of the “*International Code of Signals*”, as amended.
- (b) Any Hong Kong ship carrying 100 or more persons and ordinarily engaged on international voyages of more than three days’ duration shall carry a qualified medical doctor who is responsible for providing medical care. He shall either be a medical practitioner as defined in Cap.1 or a qualified medical doctor from a country mutually recognized with Hong Kong under the STCW Convention, as amended.
- (c) Ships which do not carry a medical doctor shall have either at least one seafarer on board who is in charge of medical care and administering medicine as part of his regular duties or at least one seafarer on board competent to provide medical first aid. Persons in charge of medical care on board who are not medical doctors shall have satisfactorily completed training in medical care that meets the requirements of the STCW Convention, as amended, including practical training and training in life-saving techniques such as intravenous therapy, which will enable the persons concerned to participate effectively in coordinated schemes for medical assistance to ships at sea, and to provide the sick or injured with a satisfactory standard of medical care during the period they are likely to remain on board. Seafarers designated to provide medical first aid shall have satisfactorily completed training in medical first aid that meets the requirements of the STCW Convention, as amended, which will enable such persons to take immediate, effective action in case of accidents or illnesses likely to occur on board a ship and to make use of medical advice by radio or satellite communication. Both types of designated seafarers are required to undergo, at approximately five year intervals, refresher courses to enable them to maintain and increase their knowledge and skills and to keep up-to-date with new developments.

**13. On-board complaint procedures (MLC Regulation 5.1.5)**

- .1 All Hong Kong ships shall have on-board complaint procedures for the fair, effective and expeditious handling of seafarer complaints alleging breaches of the requirements of the Convention.
- .2 On board complaint procedures shall seek to resolve complaints at the lowest level possible. However, in all cases, seafarers shall have a right to complain directly to the master and, where they consider it necessary, to appropriate external authorities such as the Superintendent or seafarers’ organizations.
- .3 The on-board complaint procedures shall include the right of the seafarer to be accompanied or represented during the complaints procedure, as well as safeguards against the possibility of victimization of seafarers for filing complaints.
- .4 In addition to a copy of their crew agreement, all seafarers shall be provided with a copy of the on-board complaint procedures applicable on the ship. This shall include contact information of HKMD, where different, in the seafarers’ country of residence, and the name of a person or persons on board the ship who can, on a confidential basis, provide seafarers with impartial advice on their complaint and otherwise assist them in following the complaint procedures<sup>7</sup> available to them on board the ship.

**14. Payment of wages (MLC Regulation 2.2)**

- .1 All seafarers shall be paid for their work regularly and in full in accordance with their crew agreements. Payments due to seafarers working on Hong Kong ships are made at no greater than monthly intervals and in accordance with applicable crew agreement.
- .2 Seafarers shall be given a monthly account of the payments due and the amounts paid, including wages, additional payments and the rate of exchange used where payment has been made in a currency or at a rate different from the one agreed to.

- .3 Shipowners are required to take measures in accordance with sections 4 and 6 of Cap. 478A to provide seafarers with a means to transmit all or part of their earnings to their families or dependants or legal beneficiaries.
- .4 Any charge for the service under paragraph 14.3 shall be reasonable in amount, and the rate of currency exchange shall be at the prevailing market rate and not unfavourable to the seafarer.

<sup>1</sup> A list of approved medical practitioners can be obtained from the following website : [http://www.mardep.gov.hk/en/pub\\_services/pdf/regmp.pdf](http://www.mardep.gov.hk/en/pub_services/pdf/regmp.pdf)

<sup>2</sup> Intending to serve : A seafarer holds a medical fitness certificate with validity of 2 years. If he has served 9 months on other ship / or working ashore and joins a bulk chemical carrier afterwards, the validity of his original medical fitness certificate will be cut short to 12 months. Hence, the medical fitness certificate that the seafarer is holding will be valid for 3 months in this case before he has his medical examination by a medical practitioner.

<sup>3</sup> Bulk chemical carriers include liquid bulk and solid bulk chemical carriers.

<sup>4</sup> In principle, HKMD does not allow a seafarer to join a Hong Kong ship without a valid medical fitness certificate. If the medical fitness certificate of a seafarer has been expired for 1 month, the seafarer may join a ship under emergency situation after granting permission from HKMD. The seafarer shall have his medical check by a qualified medical practitioner within 2 months after joining ship.

<sup>5</sup> HKSAR has twelve statutory holidays each year.

<sup>6</sup> Essential dental care means basic treatment for the relief of acute episodes of infection and pain.

<sup>7</sup> A model on-board complaint-handling procedures for Hong Kong ships is prepared in accordance with Guidelines B5.1.5 of the Convention and is provided in ATTACHMENT below for reference.



*A model on-board complaint-handling procedures for Hong Kong ships*

A seafarer who wishes to express a grievance should follow the procedures as listed hereunder :

1. The seafarer should first approach the head of the section in which he is employed and explain his grievance.
  - (a) In the Deck Department, the head of the section is generally the Bosun or CPO(D) for ratings.
  - (b) In the Engine-room Department, the head of the section is generally the No. 1 Fireman, No.1 Motorman or CPO(E) for ratings.
  - (c) In the Catering Department, the head of the section is generally the Chief Steward, Leading Steward or Steward Grade I.
  - (d) For deck or engine-room officers with the exception of Master, the head of section is generally the respective Head of Department.
2. The seafarer should make his complaint verbally and in an orderly manner and at a time when the complaint or grievance can be heard properly.
3. The head of the section should resolve the complaint or grievance if that is possible, or refers the complaint or grievance to the head of Department.
4. The head of Department should interview the complainant as soon as convenient, after each complaint or grievance has been referred to him.
5. If the seafarer concerned is not satisfied with the way his grievance has been handled, he may request an interview with the Master. The Head of Department should arrange for the seafarer to see the Master, who should then handle the case personally.
6. Seafarers should at all times have the right to be accompanied and to be represented by another seafarer of their choice on board the ship concerned as well as safeguards against the possibility of victimization of seafarers for filing complaints. The term "victimization" covers any adverse action taken by any person with respect to a seafarer for lodging a complaint which is not manifestly vexatious or maliciously made.
7. All complaints and the decisions on them should be recorded and a copy provided to the seafarer concerned.
8. If a complaint cannot be resolved on board, the matter should be referred ashore to the shipowner, who should be given an appropriate time limit for resolving the matter, where appropriate, in consultation with the seafarers concerned or any person they may appoint as their representative.
9. In all cases seafarers should have a right to file their complaints directly with the Master and the shipowner and competent authorities, including the Superintendent of the Mercantile Marine Office of the Hong Kong Marine Department. The Master shall afford the seafarer such facilities as necessary for the seafarer to transmit his appeal to an organization of his choice. The procedures also apply to the Master when the same is the complainant. In that case, the shipowner or shipowner's representative shall afford the Master the facilities as necessary for the Master to transmit his appeal to an organization of his choice.

The Mercantile Marine Office (MMO) of the Hong Kong Marine Department is one of the external authorities with contact details as :

Address : Mercantile Marine Office, Hong Kong Marine Department, 3/F.,  
Harbour Building, 38 Pier Road, Central, Hong Kong.

Tel : (852) 2852 3075

Fax : (852) 2545 4669

E-mail : mmo\_mdd@mardep.gov.hk