



TO: ALL SHIPOWNERS, OPERATORS, MASTERS AND OFFICERS OF MERCHANT SHIPS AND AUTHORIZED CLASSIFICATION SOCIETIES.

SUBJECT: Terms and Conditions for employment of seafarers under the Maritime Labor Convention (MLC), 2006

**Reference: (a) Maritime Labor Convention (MLC), 2006
(b) Togo Maritime Law**

PURPOSE:

This notice sets forth the Administration's terms and conditions for seafarers to work on a ship under the Maritime Labor Convention (MLC), 2006, having due regard to seafarers rights to fair terms of employment, decent working and living conditions, elimination of fatigue amongst seafarers and the safety of life, ship and cargo and protection of the environment.

1. APPLICABILITY:

This notice applies to any person who is employed or engaged or works in any capacity on board ships to which MLC, 2006 applies, except as provided otherwise in Marine Notice MLC-001.

2. DEFINITIONS:

Definitions have been taken from the MLC, 2006 and where necessary, Togolese National interpretations.

- 2.1 Basic pay or wages:** Is the basic financial salary due for normal hours of work; it does not include payments for overtime worked, bonuses, allowances, paid leave or any other additional remuneration.
- 2.2 Consolidated wage:** The wage or salary which includes the basic pay and other pay-related benefits; a consolidated wage may include compensation for all over- time hours worked and all other pay-related benefits, or it may include only certain benefits in a partial consolidation.
- 2.3 Hours of Rest:** Time outside hours of work; this term does not include short breaks.
- 2.4 Hours of Work:** Time during which seafarers are required to do work on account of the ship.
- 2.5 Overtime:** Time worked in excess of the normal hours of work.



2.6 Seafarers Employment Agreement: Includes both a contract of employment and the articles of agreement.

3. REQUIREMENTS

These requirements are supplemental to Declaration of Maritime Labor Compliance – Part I, the Maritime Law.

3.1 Seafarers employment agreements

3.1.1 A seafarers' employment agreement is a legally enforceable agreement setting out the terms and conditions for employment of a seafarer, and includes both the contract of employment and the articles of agreement and may incorporate any applicable collective bargaining agreement ("CBA").

3.1.2 Prior to commencing work on a Togolese registered ship, every seafarer shall have a seafarers' employment agreement signed by both the seafarer and the shipowner or a representative of the shipowner, where they are not employees, there shall be evidence of contractual or similar arrangements providing them with decent working and living conditions on board ship. The shipowner and seafarer concerned shall each have a signed original of the seafarers' employment agreement.

3.1.3 Seafarers shall be given an opportunity to examine and seek advice on the agreement, including any collective bargaining agreement that forms part of it, before signing, as well as other facilities as necessary to ensure that they have freely entered into an agreement with sufficient understanding of their rights and responsibilities. The agreement may include a provision stating that the seafarer has the opportunity to examine and seek advice on the agreement before signing.

3.1.4 The shipowner shall ensure that clear information as to conditions of seafarers employment can be easily obtained on board by seafarers, including the ships master, and that such information including a copy of the seafarer's employment agreement and any applicable CBA that forms all or part of it, is also accessible for review by an authorized Recognized Organization ("RO") inspector and authorized officers in the ports to be visited.

3.1.5 Where a CBA forms all or part of the seafarers' employment agreement, a copy of the applicable CBA shall be available on board for seafarers to review their conditions of employment.

3.1.6 For ships engaged in international voyages, where the language of the seafarers' employment agreement and any applicable CBA is not in English, then a copy of the standard form of the seafarers' employment agreement and those portions of the applicable CBA that are subject to a port state



inspection, shall also be available in English.

- 3.1.7 Each seafarer provided with a seafarer's identification and record book ("SIRB") shall have their record of employment entered in this document. Seafarers not provided with a SIRB shall be given a document containing a record of their employment on board the ship. The SIRB or other document shall not contain any statement as to the quality of the seafarers' work or as to their wages.
- 3.1.8 The minimum notice to be given by seafarers or ship owners for early termination of the seafarers' employment agreement shall not be shorter than 15 days.
- 3.1.9 Seafarers shall have the opportunity to terminate the seafarers' employment agreement without penalty at a shorter notice or without notice for valid compassionate or urgent reasons, same to be with irrefutable evidence.
- 3.1.10 The seafarers' employment agreement shall contain at least the following particulars:
- a) the seafarer's full name, date of birth or age, and birthplace;
 - b) the ship owner's name and address;
 - c) the place where and date when the seafarers' employment agreement is entered into;
 - d) the capacity in which the seafarer is to be employed;
 - e) the amount of the seafarer's wages or, where applicable, the formula used for calculating it;
 - f) the amount of paid annual leave, or where applicable, the formula used for calculating it;
 - g) the termination of the agreement and the conditions thereof, including:
 1. if the agreement is for an indefinite period, the conditions entitling either party to terminate it, as well as the required notice period which shall not be less for the shipowner than for the seafarer;
 2. If the agreement is for a definite period, the date fixed for its expiry;
 3. If the agreement is for a voyage, the port of destination and the time which has to expire after arrival before the seafarer should be discharged.
 - h) The health, medical care and social security protection benefits to be provided to the seafarer by the shipowner, in accordance with MLC- 005, sections 3.1, 3.2 and 3.5.
 - i) The seafarer's entitlement to repatriation in accordance with section 3.6.1 of this Marine Notice.



- j) Reference to the CBA, if applicable; and
- k) The number of hours of work for the corresponding wage and any additional allowances.

3.2 Wages and payment of wages

- 3.2.1 Seafarers shall be paid in full at no greater than monthly intervals and in accordance with their employment agreements.
- 3.2.2 Seafarers shall be given a monthly account of the payments due and the amounts paid, including wages, any additional payments, and the rate of exchange used if applicable.
- 3.2.3 Seafarers are entitled to receive, on demand, from the master wages actually earned, less any valid deductions, and payable at every intermediate port where the vessel shall load or discharge cargo before the voyage is ended, but not more than once in any fifteen-day period.
- 3.2.4 The normal working hours' standard for seafarers shall be based on an eight-hour day with one day of rest per week and rest on public holidays. Any applicable collective agreement may determine seafarers' normal working hours on a basis no less favorable than this. Hours worked in excess of the normal working hours shall be considered overtime. The rate of compensation for overtime should not be less than one and one-quarter times the basic wage per hour.
- 3.2.5 Overtime records shall be maintained at least monthly on board and endorsed by the seafarer. The records of overtime shall be consistent with the record of rest hours.
- 3.2.6 Seafarers shall be provided by the ship owner with a means to transmit all or part of their earnings to their families or dependents or legal beneficiaries.



- 3.2.7 The shipowner shall have a system for enabling seafarers, at the time of their entering employment or during it, to allot, if they so desire, by bank transfers or similar means, all or a proportion of their wages for remittance at regular intervals and in due time and directly to the person or persons nominated by the seafarers.
- 3.2.8 Any charges directed to the seafarer for such transmission of wages, including the currency exchange rates shall be at the prevailing market rate or the official published rate and shall not be unfavorable to the seafarer.
- 3.2.9 In the absence of any agreement to the contrary, the shipowner or the master of the ship shall pay to every seafarer their wages within two days after the termination of the Articles, or at the time when the seafarer is discharged, whichever is first, and provide the seafarer a full and true account of their wages due and all deductions therein.

3.3 Hours of work and hours of rest

- 3.3.1 The Administration has provided for the minimum hours of rest of not less than 10 hours in any 24-hour period; and 77 hours in any seven-day period, however with proper notice to the Administration, ship owners may choose to apply the maximum hours of work of not more than 14 hours in any 24-hour period; and 72 hours in any seven-day period, but shall not implement both on the same vessel.
- 3.3.2 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 interval between consecutive periods of rest shall not exceed 14 hours.
- 3.3.3 This period of 24 hours shall begin at the time a seafarer starts work immediately after having any period of one hour and over off duty.
- 3.3.4 The shipowner shall ensure that musters, fire-fighting; lifeboat; security and oil-spill drills, safety & security exercises are conducted in such a manner so as to minimize the disturbance of rest periods and not to induce fatigue.
- 3.3.5 The shipowner shall ensure that adequate compensatory rest period is provided if the normal period of rest is disturbed for call-outs to work, such as when a machinery space is unattended, during the normal hours of rest. Any compensatory rest provided shall be consistent with minimum rest hour requirements in any 24-hour period.



- 3.3.6 The shipowner shall post in an accessible place in the standardized format (in accordance with the ILO/IMO model format), a table of shipboard working arrangements containing the following information for every position on board the ship provided in English and the working language of the ship:
- (a) position of the seafarer;
 - (b) the schedule of service at sea and service in port; and
 - (c) the minimum hours of rest or the maximum hours of work, as applicable.

Other forms of the tables of shipboard working arrangements may be accepted, provide the required information is included.

- 3.3.7 The shipowner shall ensure that records of daily hours of work or daily hours of rest are maintained in a standardized format as established by the Administration or in the ILO/IMO model format, in English and in the working language of the ship, to allow monitoring of compliance with the requirements in 3.3.1 to 3.3.7 inclusive. Other forms of record keeping may be accepted provided the required information is included.
- 3.3.8 The shipowner shall ensure that seafarers receive a copy of their records as referred to in 3.3.7 above, endorsed by the Master, or a person authorized by the Master, and by the seafarer.
- 3.3.9 Formats of the table of shipboard working arrangements and record of work or rest periods are provided in the annexes to this Marine Notice.
- 3.3.10 Any applicable collective agreement may permit an exception to the 77-hour rest in any 7-day period in 3.3.1 provided:
- a) the working pattern does not compromise the safety and security of the ship and the protection of the marine environment;
 - b) that the rest period is not less than 70 hours in any 7-day period;
 - c) such an exception from the weekly rest period shall not be allowed for more than two consecutive weeks.
 - d) the intervals between two periods of exceptions on board shall not be less than twice the duration of the exception.
- 3.3.11 Any applicable collective agreement may permit an exception to the two rest periods in any 24-hour period in 3.3.2 provided:
- a) Hours of rest in any 24-hour period may be divided into no more than three periods, one of which shall be at least six hours in length and neither of the other 2 periods shall be less than one hour in length;



b) exceptions to the two rest periods in any 24-hour period shall not extend beyond two 24-hour periods in any 7-day period and the intervals between consecutive periods of rest shall not exceed 14 hours.

3.3.12 Collective agreements permitting such exceptions as in 3.3.10 and/or 3.3.11 above may take account of more frequent or longer leave periods or the granting of compensatory leave for watch keeping seafarers or seafarers working on board ships on short voyages.

3.3.13 Ship owners desiring to implement such exceptions shall record this in the DMLC-II under 'Hours of work or rest.

3.3.14 The master is authorized to temporarily suspend the schedule of rest and require a seafarer to perform work in case same is deemed necessary for the immediate safety of the ship, or in case of assistance to any nearby ships or persons distress.

As soon as practicable after the emergency has been resolved, the master shall ensure that any seafarers who have performed work in their rest period is provided with an adequate period of rest.

3.3.15 The shipowner shall ensure that if there is a deviation from the schedule of service at sea and service in port, an explanation for this deviation should be recorded. Deviation from the schedule is authorized, provided the minimum hours of rest are being met.

3.3.16 The shipowner shall ensure that there are procedures for on-board monitoring of the rest periods of the seafarers.

3.4 Entitlement to leave

3.4.1 All seafarers shall be granted shore leave to benefit their health and well-being, whenever and wherever possible and with the operational requirements of their positions.

3.4.2 All seafarers shall receive annual leave with pay calculated on the basis of a minimum of 2.5 calendar days per month of employment.

3.4.3 Justified absences from work shall not be considered as annual leave.

3.4.3.1 Any absence from work for such reasons as illness or injury or for maternity should be counted as part of the period of service.

3.4.3.2 The following should not be counted as part of annual leave with pay:

a) public and customary holidays recognized as such in the flag state, whether or not these fall during the annual leave with pay;



- b) periods of incapacity for work resulting from illness or injury or from maternity;
- c) temporary shore leave granted to a seafarer while under an employment agreement; and
- d) compensatory leave of any kind.

3.4.4 Any agreement which provides that seafarers agree in advance to forego annual leave in return for pay shall be prohibited, except in cases provided by the Administration, and dully approved by the Administration.

3.4.5 A seafarer taking annual leave should be recalled only in cases of extreme emergency and with the seafarers consent.

3.5 Repatriation

3.5.1 All seafarers shall be entitled to repatriation:

1. Upon termination of the period of employment by reason of completion of the voyage for which the seafarer was engaged or of expiration of the seafarers contract period of employment, to the port at which the seafarer was engaged, or to such other port as may be agreed upon;

2. Under the following cases:

- a) In the event of shipwreck;
- b) In the event of the shipowner not being able to continue to fulfill their legal or contractual obligations as an employer of the seafarers by reason of insolvency, sale of ship, change of ship's registration or any other similar reason;
- c) In the event of a ship being bound for a war zone, as defined by seafarers employment agreements, to which a seafarer does not consent to go; and
- d) In the event of termination or interruption of employment in accordance with a collective agreement.

And shall be returned as a seafarer or otherwise, but without expense to the seafarer:

- a) at the ship owner's option, to the port in which the seafarer was engaged or where the voyage commenced or a port in such seafarers' own country; or
- b) to another port agreed upon between the seafarer and the shipowner or master.

However, in the event such seafarers' contract period of service has not expired, the shipowner shall have the right to transfer the seafarer



to another of the ship owners' vessels also under Togolese flag, to serve thereon for the balance of the contract period of service, unless otherwise provided;

3. In the event of disabling sickness or injury, while a seafarer is on board a ship under signed Seafarers Employment Agreement or off the vessel pursuant to an actual mission assigned to the seafarer, by the master or by the authority of the master, to the port at which the seafarer was engaged, or to such other port as may be agreed upon; and
4. Upon being abandoned by the master or shipowner in a foreign port or place without being brought back to the place as required under the Seafarers Employment Agreement.

- 3.5.2 The costs for repatriation to the destination selected shall be borne by the shipowner.
- 3.5.3 Ship owners shall take responsibility for repatriation arrangements by appropriate and expeditious means, which should normally be by air transport.
- 3.5.4 Ship owners shall maintain financial security to ensure that seafarers are duly repatriated in accordance with 3.6.1 above.
- 3.5.5 Seafarers shall not be required to serve on board a ship for a period of 12 months or more, before being entitled to repatriation.
- 3.5.6 No shipowner shall require that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment, and also from recovering the cost of repatriation from the seafarers' wages except where the seafarer has been discharged in accordance with Togolese Maritime Law, Section reg. 357.
- 3.5.7 If a shipowner fails to make arrangements for or to meet the cost of repatriation of seafarers who are entitled to be repatriated:
 - a) the Administration will arrange for repatriation of the seafarers concerned, in liaison with the body responsible for the financial security of the vessel;
 - b) the expenses of repatriation will in no case be a charge upon the seafarers, except as provided for under Togolese Maritime Law and
 - c) costs incurred in repatriating seafarers will be recoverable from the shipowner by the Administration
- 3.5.8 Togolese provisions regarding repatriation as provided for in section 3.6.1 above shall be made available to seafarers.



3.6 Seafarer compensation for the ship's loss or foundering

3.6.1 Ship owners shall provide for adequate compensation to each seafarer in the case of unemployment arising from the ship's loss or foundering, which shall not be less than 15 days basic wage or the basic wages until the expiration of the period for which the seafarer was engaged, whichever shall be least; provided the seafarer is not employed as a seafarer during this period or has not refused substantially equivalent seagoing employment.

However the seafarers' employment agreement or any applicable CBA may provide for more favorable terms than those provided for above.

3.6.2 Ship owner shall provide adequate compensation for injury or loss arising from the ship's loss or foundering.

3.7 Manning level's

3.7.1 The Administration has set the minimum number of seafarers employed on board every ship to ensure that ships are operated safely, efficiently, with due regard to security under all conditions and protection of the marine environment, taking into account seafarer fatigue and the particular nature and conditions of the voyage.

3.7.2 Ship owners shall ensure that at all times, ships are manned in accordance with the minimum safe manning set by the Administration, and that seafarer's licenses and special qualifications are valid and that seafarers are sufficiently rested to limit fatigue.

3.7.3 Ship owners shall ensure that there are adequate seafarers for food preparation and medical care on board the ship.

3.7.4 Ship owners shall ensure that through the shipboard table of working arrangements, the minimum safe manning requirements are being implemented.



ANNEX I

Model format for Table of shipboard working arrangements ¹

Name of ship: _____ Flag of ship: TOGO IMO number : _____ Latest update of table: _____ () of () pages

The minimum hours of rest or the maximum hours of work should be scheduled in conformity with ILO's Maritime Labour Convention, 2006, and with any collective agreement and with the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended.

Minimum hours of rest / Maximum hours of work ²: _____

Other requirements:

Position / Rank ³	Scheduled daily work hours at sea		Scheduled daily work hours in port		Comments ⁴	Total daily work/rest hours ²	
	Watchkeeping (from – to)	Non-watchkeeping duties (from – to)	Watchkeeping (from – to)	Non-watchkeeping duties (from – to)		At Sea	In Port

Signature of Master: _____

1. The terms used in this model table are to appear in the working language or languages of the ship and in English.
 2. Delete as applicable.
 3. For those positions/ranks that are also listed in the ship's minimum safe manning document, the terminology used should be the same as in that document.
 4. For watchkeeping personnel, the comments section may be used to indicate the anticipated number of hours to be devoted to unscheduled work and any such hours should be included in the appropriate total daily work/rest hours column.



ANNEX II
Model format for Record of hours of work / hours of rest of seafarers ¹⁾

Name of ship: _____

IMO Number: _____

Flag: _____

Seafarer (full name): _____

Position / Rank:: _____

Month / Year: _____ Watchkeeper: Yes No

²⁾

Please mark periods of work or rest as applicable with an X, or using a continuous line or arrow.

MLC2006-003, 3.3 & 3.4 governing limitations on maximum working hours or minimum hours of rest period apply on this ship The following collective agreement(s) permitting exceptions to the minimum rest periods apply on this ship:

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Not to be completed by seafarer ³⁾			
Date																										Hours of rest in 24 hour period	Hours of work or rest as applicable in any 24 hours period 4)	Hours of work or rest as applicable in any 7 days period 4)	
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I agree that this record is an accurate reflection of the hours of work or rest of the seafarer concerned.

Name / Signature of Master or Authorized Person to sign this record: _____ Signature of Seafarer: _____ Date: _____

A copy of this record is given to the seafarer. This form is subject to examination and endorsement under procedures established by the Office of the Deputy Commissioner of Maritime Affairs, Republic of Togo.

- 1) The terms used in this model table are to be appearing in the working language or languages of the crew and in English.
- 2) Check as appropriate
- 3) For completion and use in accordance with the procedures established in MLC2006-003/3.3.16
- 4) Additional calculations or verifications may be necessary to ensure compliance with the relevant requirements of Maritime Labor Convention, 2006 & International Convention on Standards of Training, Certification and Watchkeeping, 1978 as amended.