

Collective Bargaining

17th – 20th January 2017
Yangon, Myanmar



What is Collective Bargaining?

“The process of negotiation between the union and the employer that should provide the rights and the obligations for seafarers when they are on board ”

It is a Collective Bargaining Agreement (CBA)

“The outcome of the Collective Bargaining process of negotiation between the union and the employer”



Hours of Duty

The normal hours of duty shall be eight hours per day from Monday to Friday inclusive



Overtime

- Any hours of duty in excess of the 8 (eight) shall be paid for by overtime, the hourly overtime rate shall be 1.25 the basic hourly rate calculated by reference to the basic wage for the category concerned and the weekly working hours (Annex 2).
- At least 103 (one hundred and three) hours guaranteed overtime shall be paid monthly to each seafarer.
- Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.
- Any additional hours worked during an emergency directly affecting the immediate safety of the ship, are not overtime



Rest Periods

- Each seafarer shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any seven-day period.
- This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty.
- 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.
- A short break of 30 minutes or less will not be considered as a period of rest.



Wages

- The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scales (ANNEX 2) and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorised by the seafarer.
- The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, or in a currency agreed with the seafarer, at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable.



Wages

- Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.
- For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- No seafarer employed in the Deck or Engine departments who is 21 or over and is not a trainee shall be paid less than the equivalent rate of an ordinary seaman.



Leave

- Each seafarer shall, on the termination of employment for whatever reason, be entitled to payment of 7 days' leave for each completed month of service and pro rata for a shorter period.
- Payment for leave shall be at the rate of pay applicable at the time of termination plus a daily allowance as specified in ANNEX 4.

Service in Warlike Operations Areas/High Risk Areas

A warlike operations area or high risk zone will be designated by the ITF. The list of such ITF designated areas will be available in the ITF's website and amended from time to time. An updated list of the Warlike Operations areas shall be kept on board the vessels and shall be accessible to the crew.

Service in Warlike Operations Areas/High Risk Areas

If the vessel enters a Warlike Operations area:

- The Seafarer shall have the right not to proceed to such area. In this event the Seafarer shall be repatriated at Company's cost with benefits accrued until the date of return to his/her home or the port of engagement.
- The Seafarer shall be entitled to a double compensation for disability and death.
- The Seafarer shall also be paid a bonus equal to 100% of the basic wage for the durations of the ship's stay in a Warlike Operations area – subject to a minimum of 5 days pay.
- The Seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing his/her employment or suffering any other detrimental effects.

Termination of Employment

The employment shall be terminated:

- upon the expiry of the agreed period of service identified in Article 4;
- when signing off owing to sickness or injury, after medical examination in accordance with Article 21.

The company may terminate the employment of a seafarer:

- by giving one month's written notice to the seafarer;
- If the seafarer has been found to be in serious default of his employment obligations in accordance with Article 20;
- upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.

Termination of Employment

A seafarer to whom this Agreement applies may terminate employment:

- by giving one month's written notice of termination to the Company or the Master of the ship;
- if the ship has been arrested and has remained under arrest for 30 days;
- if after any agreed grievance procedure has been invoked, the company has not complied with the terms of this Agreement;

A seafarer shall be entitled to receive compensation of two months' basic pay on termination of their employment in accordance with 18.2(a) and (c), 18.3(c), (d), (e), (f) and (g) above and Article 23.1.



Dockers Clause

Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or ITF Unions concerned and provided that the individual seafarers volunteer to carry out such duties



Maternity

In the event that a crew member becomes pregnant during the period of employment:

- the seafarer shall advise the master as soon as the pregnancy is confirmed;
- the company will repatriate the seafarer as soon as reasonably possible but in no case later than the 26th week of pregnancy; and where the nature of the vessel's operations could in the circumstances be hazardous – at the first port of call.
- the seafarer shall be entitled to receive contractual pay for the full contract period, plus 100 days basic pay;



Sick Pay

The seafarer shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 130 days after repatriation. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.



Medical Attention

A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies.



Repatriation/Embarkation

- payment of basic wages between the time of discharge and the arrival of the seafarer at their place of original engagement or home;
- the cost of accommodation and food;
- reasonable personal travel and subsistence costs during the travel period;
- transport of the seafarer's personal effects up to the amount allowed free of charge by the relevant carrier agreed with the company.

A seafarer shall be entitled to repatriation at the company's expense on termination of employment as per Article 18 except where such termination arises under Clause 18.2(b).



Duration of Employment

A seafarer shall be engaged for 9 (nine) months and such period may be extended or reduced by 1 month for operational convenience. The employment shall be automatically terminated upon



Personal Protective Equipment

The company will supply the crew with appropriate personal protective equipment for the nature of the job.



Wage Scales

	Differential	Basic Salary (40hrs)	Guaranteed Overtime (103 hrs)	Overtime rate	Leave Pay (7 days)	Leave Subsistence	Total
Master	3.369	2864	2127	20.65	668	126	5786
Ch. Eng	3.062	2603	1933	18.77	607	126	5270
Ch. Off	2.175	1849	1373	13.33	431	126	3780
1st Eng	2.175	1849	1373	13.33	431	126	3780
2nd Off	1.742	1481	1100	10.68	346	126	3053
2nd Eng	1.742	1481	1100	10.68	346	126	3053
RO	1.742	1481	1100	10.68	346	126	3053
Elect Eng	1.742	1481	1100	10.68	346	126	3053
Chief Stew	1.742	1481	1100	10.68	346	126	3053
3rd Off	1.679	1427	1060	10.29	333	126	2946
3rd Eng	1.679	1427	1060	10.29	333	126	2946
Electrician	1.498	1273	946	9.18	297	126	2642
Bosun	1.117	949	705	6.84	221	126	2001
Carpenter	1.117	949	705	6.84	221	126	2001
Fitter/Repairer	1.117	949	705	6.84	221	126	2001
Chief Cook	1.117	949	705	6.84	221	126	2001
Donkeyman	1.117	949	705	6.84	221	126	2001
Pumpman	1.117	949	705	6.84	221	126	2001
AB	1	850	631	6.13	198	126	1806
Fireman/motorman	1	850	631	6.13	198	126	1806
Oiler/Greaser	1	850	631	6.13	198	126	1806
Steward	1	850	631	6.13	198	126	1806
2nd Cook	0.852	724	538	5.22	169	126	1557
Messroom Steward	0.852	724	538	5.22	169	126	1557
OS	0.744	632	469	4.56	147	126	1375
Wiper	0.744	632	469	4.56	147	126	1375
Deck Boy	0.599	509	378	3.67	119	126	1132
Catering Boy	0.599	509	378	3.67	119	126	1132

The guaranteed total overtime per month is 103 hours at the specified rate in column 4



Disability

2015

Degree of Disability	Rate of Compensation		
Percentage (%)	Ratings	Junior Officers	Senior Officers (4)
100	96,909	129,212	161,514
75	72,682	96,909	121,136
60	58,145	77,527	96,909
50	48,454	64,606	80,757
40	38,763	51,685	64,606
30	29,073	38,763	48,454
20	19,382	25,842	32,303
10	9,691	12,921	16,151

2016

Degree of Disability	Rate of Compensation		
Percentage (%)	Ratings	Junior Officers	Senior Officers (4)
100	98,848	131,797	164,745
75	74,136	98,848	123,559
60	59,308	79,078	98,848
50	49,424	65,899	82,373
40	39,539	52,719	65,899
30	29,655	39,539	49,424
20	19,770	26,359	32,950
10	9,885	13,180	16,475

2017

Degree of Disability	Rate of Compensation		
Percentage (%)	Ratings	Junior Officers	Senior Officers (4)
100	102,308	136,410	170,512
75	76,731	102,308	127,884
60	61,384	81,846	102,308
50	51,154	68,206	85,257
40	40,923	54,565	68,206
30	30,693	40,923	51,154
20	20,462	27,282	34,104
10	10,231	13,642	17,052

Seafarers' Employment Contracts (SE

17th – 20th January 2017
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SEA – Key Features

- Seafarers entitled to an employment contract
- Fair and transparent
- Clearly written
- Legal document
- Checked, consulted and agreed by the seafarers
- It is incorporated and part of the applicable Collective Bargaining Agreement
- The ship-owner and seafarer concerned shall each have a signed original

SEA – Must Include

- Seafarers details;
- Ship owner details;
- Place where and date of signing
- Rank/Position
- Duration of contract
- Wages
- Annual leave
- Termination terms
- Social Benefits
- Repatriation

SEA – Role of ITF Inspector

- ITF Inspectors central role in securing ITF CBA between ship-owners and unions (make it happen)
- ITF Inspectors secure SEA or CBA applications via vessel inspections work
- Inspector daily task is visiting/inspecting non-covered vessels and coordination with the ITF Secretariat

SEA – Recruitment of Seafarers under MLC

Regulation 1.4 – Recruitment and placement

1. All seafarers shall have access to an efficient, adequate and accountable system for finding employment on board ship without charge to the seafarer
4. Nothing in this Standard or Regulation 1.4 shall be deemed to:
 - (a) prohibit seafarer recruitment and placement services from using means, mechanisms or lists intended to prevent or deter seafarers from gaining employment for which they are qualified;
 - (b) require that no fees or other charges for seafarer recruitment or placement or for providing employment to seafarers are borne directly or indirectly, in whole or in part, by the seafarer, other than the cost of the seafarer obtaining a national statutory medical certificate, the national seafarer's book and a passport or other similar personal travel documents, not including, however, the cost of visas, which shall be borne by the ship-owner;

Questions

