

# **CBA**

## **FOR OFFICERS**

**Between**

**The Swedish Shipowner  
Employers' Association (SEA)**

**and**

**The Associated Marine Officers' and Seamen's  
Union of the Philippines (AMOSUP)**

**and**

**The Maritime Officers'  
Association**

**VALID FROM JANUARY 1<sup>ST</sup>  
TO DECEMBER 31<sup>ST</sup>, 2018**

## AGREEMENT BETWEEN THE AMOSUP THE MOA AND THE SEA

### **Article 1**

#### **Engagement, Mustering and Travelling Expenses**

The Officer will sign an agreement for a fixed period that he shall be serving on board a vessel, covered by this agreement. Prior to signing such agreement, the Officer shall be interviewed and medically examined for fitness.

Engagement, mustering expenses and travelling expenses from Manila to the place of embarkation shall be paid by the Company. The Officer shall be reimbursed for medical certificate, passport and visa.

After completion of service in accordance with the contract of hiring, the Company shall pay for travelling expenses and lodging from the ship to Manila.

If the Officer however, requests on his own personal reason an early termination of the contract he shall shoulder the cost of his repatriation and the travel expenses of his replacement.

The Company, however, shall consider special request of early termination of the contract of employment based on compassionate grounds such as in case of the death or serious illness of spouse, children or parents in which case the repatriation costs will be on the Company's account.

Travelling expenses on the Company's account, shall not include the Officer's baggage in excess of the normal allowed weight by the air carrier. Excess baggage shall be at the Officer's expense.

### **Article 2**

#### **Company**

The word "Company" in this agreement shall be defined as the Company which owns or operates the vessel and is named in the employment contract as the employer.

### **Article 3**

#### **Change of Employer**

If the Officer is employed by a Company which operates the vessel, the Officer shall accept that the owners of the vessel take over as his employer for his remaining period of service (see article 7). Provided, however:

- that the previous employer or the new employer (the owners of the vessel) settles all accounts due to him under his original employment contract.
- that the new employer (the owners) declares in a written statement to take over all responsibility from the previous employer. The statement shall be addressed to The Philippine Overseas

Employment Association (POEA), AMOSUP and the Officer and that no demotion and diminution in pay and benefits shall result thereof.

The crewing agent used by the new employer (the owners) shall issue a similar written statement that he takes over as representative for the employer and assumes all responsibilities towards the Officer.

#### **Article 4**

##### **Change of Crew Agency**

If the Company should make a change of crewing agency in Manila, the Officer shall continue in service with the Company provided his account is settled for the period served with the first agency and provided the second agency declares in a written statement to the Officer, the POEA and AMOSUP that it takes on all responsibilities on behalf of the Company towards the Officer from the first agency.

#### **Article 5**

##### **Wage**

The Officer's basic wage and rates of overtime are set out in the attached Wage Scale, Appendix No 1.

The wages are stipulated in US dollars, and the Officer's account is kept in US dollars.

Wage accrues from the day the Officer commences service on board. If he has to travel from the Philippines in order to take up service on board, basic wage accrues from the day of departure from Manila to the day when the Officer arrives at any port of international gateway in the Philippines.

Each month he is on board, the Officer is entitled to payment of the remaining 20% of his basic wage after legal deductions have been made. The remaining 80% shall be paid to the beneficiary that the Officer has nominated through any authorized Philippine Bank, and shall be available no later than the 10<sup>th</sup> of the immediate succeeding month. Overtime remuneration shall be paid out on board, ref. to Article 10 below concerning fixed monthly wages.

The rate of exchange for conversion of US dollars into Philippine currency shall be the buying rate of exchange indicated in the credit advice of the local authorized Philippine Bank. The allotment to be paid out on board should be paid out in cash and may be paid out in the port state currency.

The Officer will be entitled to a seniority allowance according to the wage scale in appendix No 1:

1. Service in the same position on ships when employed by the same company.

2. Service done after January 1<sup>st</sup> 2006 on Swedish flagged vessels in the same or higher position will qualify for seniority allowance.
3. Service in the same position on vessels under other flags when employed by the same company.

## **Article 5 a**

### **2-watch systems for officers**

A watch-keeping officer on 2-watch vessels participating in such watch-system is paid a monthly 2-watch-keeping allowance of 250 USD per month (x/30, if part of month). The fixed overtime compensation and the 2-watch-keeping allowance cover all and any overtime work.

In UMS-ships where the number of Engineer Officers is less than three, an extra compensation of 250 USD per month (x/30, if part of month) is paid to Engineer Officers performing on-call duty. The fixed overtime compensation and this allowance cover all and any overtime worked.

## **Article 5 b**

### **Tanker allowance**

Officer serving on oil-, gas- or chemical tanker is entitled to a tanker allowance of 8 % of basic wage per month or pro rata (1/30) for part of month.

## **Article 5 c**

### **Company Specific allowance**

The Officer is entitled to a Company Specific Allowance of at least an amount stated in the attached Wage Scale per month or pro rata (1/30) for each day of a month.

The Company Specific allowance may vary from company to company, but shall be construed as being any monthly payment to the Officer.

This article does not apply to Officer Cadets.

## **Article 6**

### **Board and Lodging**

The Officer is entitled to free board and lodging during service on board. If board and lodging is not provided on board, the Company shall defray the cost of satisfactory board and lodging ashore.

## **Article 7**

### **Duration of Service**

The Officer signs on for a period of 6 months or for a longer or shorter period of service if agreed upon between the company and the Officer in the employment contract with a maximum in the contract of 9 months. However, the contract could at the Company's option be terminated a month before or later depending on the traffic-pattern and ports of call for the ship. The cost of repatriation shall be on Company's account.

A shorter service period than 6 months may be agreed for substitutes, repair personnel and similar employees. The cost of repatriation shall be on Company's account.

The first 3 months of service with the Company is considered as a probationary period during which the company may terminate the contract by giving 14 days written notice. Termination of contract by the Company during the probation period will not entitle the Officer to termination pay (see Article 8 c) but to free repatriation.

## **Article 8**

### **Termination of Service in Exceptional Circumstances**

a)

In the event of sale, laying-up, or lengthy stay in a repair yard, the Company may terminate the service. The Officer is then entitled to pay up to including the day of signing-off plus two (2) months basic wages and repatriation to Manila on the Company's account.

b)

The Officer is entitled to terminate the service contract immediately if the vessel is declared unseaworthy in accordance with Chapter 1, Rule 19, of the Convention on the Safety of Life at Sea (the "SOLAS" Convention). The vessel shall also be deemed to be unseaworthy if it lacks one or more of the certificates prescribed in Chapter 1, Rules 12 and 13 of the "SOLAS" Convention. The Officer is then entitled to pay up to including the day of signing-off, plus two (2) months basic wages and repatriation to Manila on the Company's account.

If an Officer shows that he has been maltreated on board without receiving protection called for, he has the right to be released from his agreement in the first port the vessel calls at where he is allowed to sign off. The Officer is then entitled to pay up to including the day of signing-off and repatriation to Manila on the Company's account.

c)

The Company may terminate the employment contract on valid reason prior to the agreed period of duration, ref. Art. 7, provided the Officer is paid two (2) months basic wages and repatriation expenses to Manila. The Company may always terminate the contract of employment if the

Officer becomes ill or injured and has to sign off from the vessel without prejudice to his entitlement to sickness and/or disability as well as accrued benefits under the agreement.

d)

An Officer who has served the agreed contract period, ref. Article 7 (6 months or more) will not be entitled to termination pay of two (2) months basic as mentioned in point a) to c) above. If the Officer's remaining contract period of service is less than one month (he has served more than 5 months), he shall only be entitled to one (1) months basic wage termination pay, see point a) to c) above.

e)

An Officer who is offered to continue in service on another vessel within one month, ref. Article 29, is not entitled to termination pay of two (2) months basic wage in accordance with the rules in point a) to d). Instead, the officer should be paid his contractual wages until he is transferred to another vessel.

If the Officer's contract of employment is terminated due to changing of management for the vessel, the Officer shall have no right to termination pay of two (2) months basic wage see point c) above, if he accepts to continue in service on board with the new manager as employer.

f)

An Officer who has received termination pay and all benefits in accordance with this agreement, shall be considered to have received full and final compensation in any respect.

## **Article 9**

### **Grievance Procedure**

As indicated in Article 8 points c) and e) the company may terminate the employment contract with the Officer for disciplinary reasons. The Officer may on his side, find it necessary to make complaints about negligence and/or violation of his employment contract by the Company.

Grievance procedures to be observed in such circumstances are enclosed as appendix No 2 I and No 2 II.

## **Article 10**

### **Working Hours**

The normal working hours is 8 hours per day, Monday to Friday and 5 hours on Saturday. The Officer will be paid monthly wages for service on board including fixed overtime compensation. The fixed overtime will include all overtime work necessary and related to the trade and the vessel concerned.

Compensation for watches and stand-by watches is covered by the fixed overtime in the wage scale.

The fixed overtime compensation is stipulated on a monthly basis, see wage scale, but will be paid pro rata (1/30) for part of month.

It is understood that overtime work will be performed at the direction of the Master, the Chief Engineer Officer or their representative.

### **Maximum of working hours**

For Officers serving under this agreement the number of working hours in any period of 24 consecutive hours may not exceed 14 hours, with an exception for work necessary in accordance with the Swedish Act on Restperiods for Seagoing Personnel (LVIS) section 6.

The existence of potential danger shall be determined by the master. In connection therewith the Officer shall perform the necessary work without overtime pay for purposes of maintaining the vessel's safety, that of the Officers, passenger and the cargoes on board, or saving lives, rendering assistance to other vessels in distress or in all other cases of emergency, or fire and boat drills.

### **Minimum rest-periods**

The Officer shall be given a sufficient rest of 10 hours per day - or if this is not possible due to the actual working or watch-keeping situation - 10 hours rest per day divided into not more than 2 rest-periods one of which shall be at least 6 hours.

The scheduled working-arrangements of normal service at sea and normal service in port are to be posted on board - in a conspicuous and easily accessible place.

Working-time and/or restperiods to be recorded individually on board, in accordance with the Swedish Act on Restperiods for Seagoing Personnel (LVIS) and a monthly copy is to be handed over to the Officer.

## **Article 11**

### **Holidays**

The parties adopt the following Public Holidays in Sweden: New Years Day, Twelfth Day, Good Friday, Easter Sunday, Easter Monday, 1 May, Ascension Day, Whitsunday, Whit Monday, Midsummer Day, All Saints Day, Christmas Day and Boxing Day plus the Philippine Independence Day, 12 June.

Compensation for work on Public Holidays will be:

1/138,5 basic wage per hour for up to 8 hours work during Public Holidays which fall on an ordinary week-day. Additional work (beyond 8 hours) shall be considered covered by the fixed overtime.

Compensation for all work on Public Holidays which falls on a Saturday and Sunday is included in the fixed overtime compensation.

## **Article 12**

### **Vacation leave**

The Officer shall be entitled to eleven (11) days vacation leave with pay based on the basic wage for every month of employment and pro rata (1/30) for part of a month.

If an Officer so requests, he shall be granted to take out parts of the vacation leave earned as days off, during the employment period.

Remaining vacation-days to be paid for in cash either monthly or at the end of the employment period.

## **Article 13**

### **Medical examination**

Before and during the period of employment and at the time of signing off, the Officer shall submit to a medical examination when requested by the company or its representative, at the company's expense.

If assumed during the service-period onboard that the Officer is ill or wounded, the master shall - if possible - arrange for a doctor's examination unless it is evidently unnecessary.

An Officer employed under this agreement is obliged to undergo medical alcohol- and drug-tests in accordance with the rules onboard that applies to other Officers.

## **Article 14**

### **Report of illness and injury**

It is incumbent on the master to ensure, that any accident (vocational injury) on board is reported immediately to the competent insurance office as well as to the MOA and AMOSUP.

## **Article 15**

### **Information to next-of kin**

If an ill or injured Officer so requests, his next-of kin shall be informed.

## **Article 16**

### **Sickness and Injury**

While serving on board, a sick or injured Officer is entitled to treatment at the Company's expense. The company is not responsible for conservative dental treatment.

If the Officer is sick or injured at the termination of the service period, he has the same entitlement for a maximum period of one hundred and twenty (120) days from the date of signing off. In accordance with the POEA's rules and regulations, the Officer must submit to a post employment medical examination within three (3) working days after his return to the Philippines to obtain these benefits. If he should be unable by reason of physical incapacity to do so, a written notice to the agency within the same period is deemed as compliance provided the incapacity is certified by a Company's representative onboard or an authorized physician.

In the event of sickness or injury necessitating signing-off, the Officer is entitled to travel to Manila at the company's expense.

## **Article 17**

### **Sick pay**

The Officer is entitled to sick pay (at the same rate as basic wage) for up to 120 days after signing-off, provided the sickness or the injury is verified by written statement from an authorized physician. (See POEA's rules and regulations.)

The sick pay will be in addition to the vacation leave compensation mentioned in Article 12 but not in addition to the termination pay compensation mentioned in Article 8 points a) to c).

When the Owner/Employer provides sick pay, he has the right to deduct from the Officer's wages any sickness allowance paid out from an Insurance provided for and paid by the Owner/Employer.

It is understood that an Officer who is signed-off by reason of sickness or injury must return to the Philippines within the usual period of travel from the date and place of disembarkation indicated in homeward bound ticket. On arrival in the Philippines, he shall report to the company's designated physician within three (3) working days from the time of arrival for post employment medical examination, otherwise, the employer's liability shall be deemed terminated. In case however, of failure to report due to the Officer's incapacity, a written notice to the company within three (3) working days from arrival is deemed as compliance provided the incapacity is certified by the master or an authorized physician.

## **Article 18**

### **Compensation for Death**

In the event of death of an Officer while serving on board or while travelling to or from the vessel on Company's business or due to marine peril, the Company will pay to his beneficiaries a compensation which including the compensation provided by the POEA's rules and regulations Part II, Section C, shall be US\$ 60,000.

It is agreed that the beneficiaries to be compensated are the following next-of kin: The Officer's spouse, children or parents in this preferential order. The names and addresses of the beneficiaries shall be declared at the time of hiring.

The Company shall pay an additional compensation to each of the Officer's children under the age of 21 years of US\$ 15,000, maximum 4 children and US\$ 60,000.

The Company shall take out the necessary insurance to cover the benefits mentioned above.

## **Article 19**

### **Disability compensation**

If an Officer due to no fault of his own, suffers injury as a result of an accident while serving on board or while travelling to or from the vessel on Company's business or due to marine peril, and as a result his ability to work is permanently reduced, totally or partially, the Company shall pay him a disability compensation which including the amounts stipulated by the POEA's rules and regulations shall be maximum US\$ 80,000.

The disability compensation shall be calculated on the basis of the POEA's schedule of disability or impediment for injuries at a percentage recommended by a doctor authorized by the Swedish authorities for the medical examination of seafarers.

The Company shall take out the necessary insurance to cover the benefits mentioned above.

### **Notation to Articles 17, 18 and 19:**

The parties of this CBA make a note of the benefits according to the Swedish "Occupational Injury Insurance Act (LAF)" in the statutory insurance schemes.

## **Article 20**

### **Philippine Social Security System and Philhealth's National Health Insurance Program**

The Filipino Officers will also be covered by the Philippine Social Security System, Philhealth's National Health Program and Home Development Mutual Fund (PAG-IBIG). The premiums should be paid partly by the Officers and partly by the Company as provided by the government regulations. The contributions from Officers should be

deducted from his salary and remitted by the Company to the Philippines SSS, Philhealth's National Health Insurance Program Commission, and Home Development Mutual Fund (PAG-IBIG) Offices.

## **Article 21**

### **Medical Treatment**

The Officer and his immediate dependents shall be entitled to medical treatment provided for by the AMOSUP Family Medical and Dental Plan (FMDP).

The Company agrees to contribute to the existing AMOSUP Family Medical and Dental Plan (FMDP) for the Officers and his dependents on a monthly basis according to the wage scale during his service period. It is understood that this contribution shall not affect the treatment and sick pay benefits of the Officer provided by Article 17 of this agreement for the first 120 days.

It is understood that the existing AMOSUP Family Medical and Dental Plan (FMDP) shall be to the extent of the services and facilities available as included in Appendix No 3 of this agreement. The Seamen's Hospital shall not be obliged to cover treatment outside its available services and facilities.

## **Article 22**

### **Right to recovery of expenses from third parties**

Where pursuant to the provisions in this agreement, payments are made by or on behalf of the Company, to or on behalf of the Officer in respect of an injury or a disability sustained in circumstances not related to employment and giving rise to legal liability by a third party to the Officer (whether in negligence or otherwise), then the making of each such payment shall entitle the Company to assume the right of the seafarer to pursue for itself the said third party for recovery of expenses paid with all related interests thereon, on its own account, and whatever amount it may recover shall be treated as indemnification in favour of the Company for paying the liability to the Officer.

In case the Officer's presence or cooperation is necessary to a successful recovery of the said claim, the Company shall furnish the corresponding expenses for transportation, fares, hotel accommodation or board and lodging and allowance needed under the circumstances.

The Company shall assume full responsibility for any pertinent legal action it decided to take and assures that the Officer shall not be exposed to any counter-claim.

## **Article 23**

### **War Bonus**

War-risk bonus will accrue and expire from the same dates as for similar agreements for Officers between the SEA and MOA.

The war risk bonus will be based on basic wage with the same percentage and minimum number of days as agreed between SEA and MOA.

The Officer shall be covered by company's war risk-insurance as other Officers onboard.

## **Article 24**

### **Compensation for loss of Personal Effects**

For the loss of personal effects by shipwreck or as a result of piracy or fire or other damage to a ship, the Officer is entitled to a compensation up to a maximum amount in SEK as stated in the attached wage-scale.

If it can be proved, that the Officer has lost instruments, books, tools or the like, which he has brought with him for the performance of his duties, he shall receive special compensation therefore to an amount which, unless any other agreement has been made, shall be computed according to the cost of procuring new articles in place of those lost.

Compensation for the loss of personal property shall be paid only for effects in the proper sense of the word; not for goods or articles intended for sale, for private consumption, as a gift, or brought on board for account of somebody else.

It is incumbent on the Officer to certify and declare solemnly his specifications of lost property.

## **Article 25**

### **Shipwreck indemnity**

Over and above the benefits accorded to an Officer - in Article 24 above - he shall enjoy an additional amount as stated in SEK in the attached wage-scale after shipwreck caused by a war-incident. If considered reasonable, owing to circumstances, the compensation shall be paid also, where a war-incident has occurred without involving the total loss of the ship, provided, however, that the crew has been obliged to abandon the ship at sea. In the event of the parties being unable to agree, a joint investigation shall be made in order to bring out a satisfactory solution of the dispute.

## **Article 26**

### **Insurance against theft**

It is incumbent on the SEA to sign a collective insurance against theft for the Officers onboard. Through this insurance, damage on insured property is paid when this is caused by unlawful entering of closed quarters occupied by the Officer, and if property at this occasion is stolen or if damage is caused. The insurance covers in the first installment a maximum amount in SEK according to what is stated in the attached Wage Scale, Appendix No 1. Damage on or loss of cash, traveller's cheques, banker's drafts or such are not covered by the insurance. On each occasion a sum corresponding to 2 percent of the first-risk amount stand at the Officer's own risk.

## **Article 27**

### **Oil tankers - Insurance against vocational injury**

An Officer, serving onboard, shall in the case of death or personal injury, which can be proved to be caused by the ships characteristic of being an oil-, gas- or chemical tanker, receive an amount of SEK according to what is stated in the attached Wage Scale in case of death, and in case of personal injury amounting to ten percentage (disablement), such a part of this amount, as usually is paid by the Swedish life insurance companies in similar cases. In case of death the sum in SEK according to what is stated in the attached Wage Scale, to be paid to the employee's survivors as beneficiaries.

Survivors in the sense of this agreement are husband/wife and such child or adopted child, who at the time of death was officially registered in the native country of the deceased as his/her child.

If husband/wife is the only survivor he/she to receive the entire sum in SEK according to what is stated in the attached Wage Scale, Appendix No 1. If besides husband/wife there are other survivors, half the sum to be paid to the husband/wife, the rest to be divided between other survivors, according to the rules in the Swedish Inheritance Act.

Reference to wife/husband in the foregoing part applies also in cases, where an employee, being of age, but unmarried, has been living together with an unmarried woman or man under marital conditions.

The employee, however, being in the right to provide - in writing - that another person, than the above mentioned survivors shall be his/her beneficiary in case of death.

## **Article 28**

### **Severance grants - shipwreck**

If in the consequence of an accident at sea, the ship is lost or is declared unrepairable, and the Officer can not be reemployed within the former employment agreement, and notice of termination must be given; the same time of notice shall be applied as is agreed.

If the Officer is unemployed, when the time of notice has expired, he has the right to receive wages (basic) for the period during which he is without employment for such cause but in no case for more than 2 months. From the 2 months wages shall be deducted wages received during time of notice.

He has also the right to receive free passage with maintenance to Manila and also to receive wages (basic) during the voyage in so far as he is not receiving wages according with the first paragraph of this Article. The journey to Manila to be arranged for by the employer.

## **Article 29**

### **Transfer of Officers**

The Company may transfer an Officer to any of its vessels provided that the vessel is covered by this agreement and provided that the transfer shall not result to demotion in rank or diminution of pay and benefits and that there will be no interruption of time for calculating leave benefits or increase in term of service.

## **Article 30**

### **Provident Fund**

The company shall contribute to the Provident Fund a monthly amount in accordance with the wage scale for each Officer and Cadet covered by this agreement while the officer/Cadet is engaged onboard.

The Provident Fund shall be arranged in accordance with a special agreement between the parties. Statues for the Provident Fund will be established by the parties.

## **Article 31**

### **Required Courses**

The cost of any course required for maintaining a certified level, according to the STCW-95 Convention, during the employment period or between two such periods, or any other courses as required by the shipowner, should be borne by the shipowner/employer.

## **Article 32**

### **Jurisdiction**

The Unions and the SEA have agreed to that this agreement should be subjected to Swedish law and the jurisdiction of the courts in Sweden. Cases concerning the Officer's service on the ship may be brought against the company before a Swedish court.

### **Article 33**

#### **Union Dues to the AMOSUP**

The Company shall deduct dues of US\$ 23 from monthly wages of each Officer covered by this collective bargaining agreement. The deducted dues shall be remitted every third month to the AMOSUP in accordance with that union's instructions to the company.

### **Article 34**

#### **Strikes, Lockouts and Similar Reactions**

The Officers and companies who are covered by this agreement shall refrain from strikes, lockouts and similar action at sea and in ports with the exemption of Nordic ports.

### **Article 35**

#### **Duration of this Collective Bargaining Agreement**

This agreement shall be effective from January 1<sup>st</sup> until December 31<sup>st</sup> 2018.

The Collective Bargaining Agreement can be terminated by any of the parties by notifying the other with 12 months written notice; however, for termination on December 31<sup>st</sup>, 2018, the agreed mutual notice period is three (3) months.

If no such notice is given the agreement is valid up to December 31<sup>st</sup> 2018 and further with a mutual notice-period of three (3) months.

Manila November 16<sup>th</sup> 2017

The Swedish Shipowner  
Employers' Association

Associated Marine Officers'  
and Seamen's Union of the Philippines

Lars Andersson

Dr. Conrado F. Oca

The Maritime Officers'  
Association

Christer Themnér

## GRIEVANCE PROCEDURE

The Swedish Shipowners' Association (SEA) and the Associated Marine Officers' and Seamen's Union of the Philippines (AMOSUP) and The Maritime Officers' Association (MOA) have agreed to an amicable settlement of all disputes related to this collective bargaining agreement including disputes between their members, the shipping companies and the Officers, see the introduction part, last paragraph.

As a result the SEA, MOA and the AMOSUP agree that the following procedures shall be followed for disputes between the shipping companies and the Officers:

1. The Company and the Officers shall refrain from filing any complaints before the POEA or any court or office in the Philippines without having exhausted first the grievance procedure.

2. The Company shall observe the following disciplinary actions when offended or dissatisfied with the Officer's behaviour or performance:

A) Erring Deck Officer shall receive a written warning from the master. The warning issued should also ask the Officer to explain his actions in writing within 24 hours and indicate the possible consequences for him of his actions. A notice of warning should be entered into the ship's logbook.

B) When the Officer's written explanation is received, the master will decide if further steps shall be taken or if the case should rest. If further steps should be taken, the procedure will be:

a) If the master considers it necessary to terminate the contract of employment, the Officer shall be duly informed. He will have the entitlements for termination pay and repatriation as prescribed in Article 8c and d in the agreement (CBA).

b) If the master considers it possible that the Officer should be dismissed, a hearing shall be summoned before a committee consisting of the master as a chairman and two other members appointed by the master. If possible one of the other members shall be chosen amongst the other Deck Officers. The hearing shall take place less than 14 days after the errors or similar have happened.

The master/chairman shall question the Officer and any witness who might be able to provide information in the case. The remaining members of the committee and the Officer himself may ask questions to the witnesses, through the master/chairman or directly as the master/chairman decides. The submitted statements from the Officer and the witnesses shall be entered into a special protocol. A copy of standard protocol which may be utilized is attached as Appendix No 2A (Deck Officers).

The statement shall be read out to those who have submitted them. If the master/chairman makes a decision in the matter, he shall state the grounds for such decision, and the decision shall be entered in the protocol.

The members of the committee shall by their signatures certify the accuracy of the entered statements. The Officer is entitled to a copy of the protocol. A notice of the protocol and the hearing should be entered into the ship's logbook.

c) When the hearing is concluded, the master shall decide as soon as possible if the Officer should be dismissed, be given notice of termination or if the case should rest without further steps for the time being.

If the master decides to dismiss the Officer, the Officer shall be informed immediately of the decision. The decision may be included in the protocol from the hearing and should be entered into the ship's logbook.

An Officer who has been dismissed should be given the information in writing. A standard form which may be used for such information is enclosed as Appendix No 2B(Deck Officers). He will have no entitlements to termination pay repatriation to Manila.

If the master decides to give the Officer notice of termination, the Officer shall be duly informed and receive the entitlements indicated in Article 8 c and d.

d) In special cases the committee may be appointed by the Company or the Company's representative and the hearing will take place ashore if considered necessary in order to best elucidate the factual basis for dismissal.

3. An Officer who considers himself aggrieved shall make his complaint(s) in accordance with the following procedures:

A) A written complaint shall be communicated as soon as possible to the master or any available superior Officer.

B) A meeting shall be held with the Officer and the master, superior Officer or another representative for the Company to discuss and settle the complaint(s).

C) The Officer can ask for a written statement of the settlement/non-settlement which shall be noted in the ship's logbook.

D) An Officer who wishes to appeal a disciplinary action of the Company see point 2 above or wishes to appeal a settlement/non-settlement of the grievance, see point 3 above, shall consult the AMOSUP.

The AMOSUP shall, before advising an appeal to be filed, request the Company's view. The Company is entitled to the request that the AMOSUP discusses the case with the SEA before an appeal is made to the authorities or the court.

4. Complaints from an Officer regarding the conditions on board or regarding the application of this collective bargaining agreement, shall, on request of the Officer, be examined by the employer.

If the Officer is not satisfied with the result of the examination he may request a mutual examination between the employer and the AMOSUP.

Before an appeal to the court is made the employer, the AMOSUP or the Officer shall request that the case shall be brought up for consideration between the SEA, the AMOSUP and the MOA.

## GRIEVANCE PROCEDURE

The Swedish Shipowners' Employers' Association (SEA), the Associated Marine Officers' and Seamen's Union of the Philippines (AMOSUP) and The Maritime Officers' Association (MOA) have agreed to an amicable settlement of all disputes between their members, the shipping companies and the Engineer Officers, see the introduction part, last paragraph.

As a result, the SEA, the AMOSUP and the MOA agree that the following procedures shall be followed for disputes between the shipping companies and the Engineer Officers:

1. The Company and the Engineer Officers shall refrain from filing any complaint before the POEA or any court or office in the Philippines without having exhausted first the grievance procedure.

2. The Company shall observe the following disciplinary actions when offended or dissatisfied with the Engineer Officer's behaviour or performance:

A) Erring Engineer Officer shall receive a written warning from the Chief Engineer Officer in consultation with the Master. The warning issued should also ask the Engineer Officer to explain his actions in writing within 24 hours and indicate the possible consequences for him of his actions. A notice of the warning should be entered into the engine's logbook and the ship's logbook.

B) When the Engineer Officer's written explanation is received, the Chief Engineer Officer in consultation with the Master will decide if further steps shall be taken or if the case should rest. If further steps should be taken, the procedure will be:

a) If the Master, in consultation with the Chief Engineer Officer, considers it necessary to terminate the contract of employment, the Engineer Officer shall be duly informed. He will have the entitlements for termination pay and repatriation as prescribed in Article 8 c and d in the agreement (CBA).

b) If the Master, in consultation with the Chief Engineer Officer, considers it possible that the Engineer Officer should be dismissed, a hearing shall be summoned before a committee consisting of the Master as a chairman, the Chief Engineer Officer and one other officer appointed by the Chief Engineer Officer. If possible that officer shall be chosen amongst the Engineer Officers. The hearing shall take place less than 14 days after the errors or similar have happened.

The chairman of the committee shall question the Engineer Officer and any witness who might be able to provide information in the case. The remaining members of the committee and the Engineer Officer himself may ask questions to the witnesses, through the chairman or directly.

The submitted statements from the Engineer Officer and the witnesses shall be entered into a special protocol. A copy of standard protocol which may be utilized is attached as Appendix No 2A(Engineer Officers).

The statement shall be read out to those who have submitted them. If the chairman makes a decision in the matter, he shall state the grounds for such decision, and the decision, together with the opinion of the Chief Engineer Officer, shall be entered into the protocol.

The members of the committee shall by their signatures certify the accuracy of the entered statements. The Engineer Officer is entitled to a copy of the protocol. A notice of the protocol and the hearing should be entered into the ship's logbook.

c) When the hearing is concluded, the Master shall decide as soon as possible if the Engineer Officer should be dismissed, be given notice of termination or if the case should rest without further steps for the time being. The decision shall be made after consultation with the Chief Engineer Officer. If the decision is not approved by the Chief Engineer Officer, the Company shall settle the case.

If the Master, in consultation with the Chief Engineer Officer, decides to dismiss the Engineer Officer, the Engineer Officer shall be informed immediately of the decision. The decision may be included in the protocol from the hearing and should be entered into the ship's logbook.

An Engineer Officer who has been dismissed should be given the information in writing. A standard form which may be used for such information is enclosed as Appendix No 2B(Engineer Officers). He will have no entitlements to termination pay but repatriation.

If the Master, in consultation with the Chief Engineer Officer, gives the Engineer Officer notice of termination, the Engineer Officer shall be duly informed and receive the entitlements indicated in Article 8 c and d.

d) In special cases the committee may be appointed by the Company or the Company's representative and the hearing will take place ashore if considered necessary in order to best elucidate the factual basis for dismissal.

3. An Engineer Officer who considers himself aggrieved shall make his complaint(s) in accordance with the following procedures:

A) A written complaint shall be communicated to any available superior officer.

B) A meeting shall be held with the Engineer Officer, the Master and the Chief Engineer Officer or another representative for the Company to discuss and settle the complaints.

C) The Engineer Officer can ask for a written statement of the settlement/non-settlement which shall be noted in the ship's logbook.

D) An Engineer Officer who wishes to appeal a disciplinary action of the Company, see point 2 above, or who wishes to appeal a settlement/non-settlement of the grievance, see point 3 above, shall consult the AMOSUP.

The AMOSUP shall, before advising an appeal to be filed, request the Company's view. The Company is entitled to request that the AMOSUP discusses the case with the SEA before an appeal is made to the authorities or the court.

4.

Complaints from an Engineer Officer regarding the conditions on board or regarding the application of this collective bargaining agreement, shall, on request of the Engineer Officer, be examined by the employer.

If the Engineer Officer is not satisfied with the result of the examination he may request a mutual examination between the employer and the AMOSUP.

Before an appeal to the court is made the employer, the AMOSUP or the Engineer Officer shall request that the case shall be brought up for consideration between the SEA, the AMOSUP and the MOA.