

Collective Bargaining Agreement (CBA)



Collective Bargaining Agreement (CBA)

01st Jan 2020 ~ 31th Dec 2020

Article 1: Definitions

For the purpose of this Agreement:

- 1.1 *CBA* is this Collective Bargaining Agreement setting out general terms and conditions of the employment, working and living conditions, and welfare of seafarers.
- 1.2 *Seafarer* means any person whose individual Seafarer Employment Agreement (SEA) refers to this CBA and who is employed, engaged or works in any capacity on board a ship to which this CBA applies.
- 1.3 *Ship* means a vessel on which the Seafarer in accordance with his SEA is employed by the Company.
- 1.4 *Company* means the owner of the ship or another organization or person, such as the manager, bareboat charterer or seafarer recruitment and placement service, who has assumed the responsibility for the operation of the ship from the owner or recruiting seafarers on behalf of the ship owner, and is a signatory of this CBA.
- 1.5 *IMMS* means the *Iranian Merchant Mariners' Syndicate*, which is a signatory of this CBA.
- 1.6 *Seafarers' Employment Agreement (SEA)* means the individual agreement signed by both the Seafarer and the Company at the time of the employment of the seafarer, setting out the terms and conditions of employment.
- 1.7 *MLC* means *Maritime Labor Convention* adopted by the General Conference of the International Labor Organization (ILO) on 23 February 2006.
- 1.8 *ILO* means the *International Labor Organization*.
- 1.9 *IMO* means the *International Maritime Organization*.
- 1.10 *ISM* means the *International Safety Management* code as adopted by Resolution A741(18) of IMO Assembly, as amended.
- 1.11 *ISPS* means the *International Ship and Port Facilities Security Code* as adopted by the IMO Assembly, as amended.
- 1.12 *STCW* means the International Convention on Standards of Training, Certification and Watch keeping for Seafarers, 1978, as amended.
- 1.13 *Place of engagement* means the city of the Seafarer's residence or place of employment as specified in the SEA.



- 1.14 *Employment* means the engagement of a seafarer for work on ship and its period is from the time he/she leaves place of engagement to join the ship until his/her return to the place of engagement, including while serving onboard.
- 1.15 *In the service of the ship* means the engagement of a seafarer on ship, including shore-leaves with the master's permission, and in accordance with provisions of this CBA.
- 1.16 *Basic Wages* means the amount that as per the relevant SEA is paid to the Seafarer for his normal working hours.

Article 2: Application

- 2.1 This CBA sets out the standard terms and conditions applicable to the seafarers serving on any ship owned or manned by the Company.
- 2.2 This CBA is deemed to be incorporated into and to contain the terms and conditions of employment of any seafarer to whom this CBA applies whether or not the Company has entered into an SEA with the seafarer. If an SEA contains more favorable condition(s) for the seafarer than those set out in this CBA, then those SEA condition(s) shall prevail.
- 2.3 The Company acknowledges the right of seafarers to participate in syndicate activities and to be protected against acts of anti-syndicate discrimination as per relevant ILO Conventions.
- 2.4 The Company acknowledges the right of the seafarers to elect a liaison representative from among the crew.
- 2.5 The Company shall ensure that signed copies of this CBA are available on board its ships in English and in Farsi.
- 2.6 Nothing contained in this CBA shall restrict the authority of master for implementing provisions of the ISM and ISPS codes.

Article 3: Employment conditions

- 3.1 Seafarers shall hold certificates of competency, proficiency and medical fitness and possess the competency required to undertake the tasks they are employed for and to serve the Company competently. Verifying the authenticity and validity of the seafarers' certificates and competency at the beginning and during employment is at the Company's discretion.
- 3.2 The Company is entitled to require that every seafarer shall have a satisfactory pre-employment medical fitness examination, at Company expense, by a Company-nominated doctor and that the seafarers answer faithfully any questionnaire on their state of health, which may be required. Failure to answer questionnaire faithfully would affect the seafarers' entitlement to compensation set out in Articles 18, 19, 20 and/or 21 of this CBA. Seafarers shall be entitled to receive a copy of the medical fitness statement issued in respect of such an examination.

- 3.3 If the Company uses the Seafarers' Recruitment and Placement Service, it shall ensure that



the standards laid down in the MLC, Regulation 1.4, are met, including the requirements that no fees or visa costs are born directly or indirectly, in whole or in part, by the seafarers for finding employment, and the right for seafarers to inspect their SEA before engagement, and preventing the Recruitment and Placement Service from using means, mechanisms or lists to prevent seafarers from gaining employment for which they are qualified (Black list).

- 3.4 Each seafarer is entitled to have a copy of the SEA to which he has been a signatory.
- 3.5 Upon completion of service on board the ship, the Company shall give seafarers a document containing a record of their employment. The document shall not contain any statement as to the quality of the seafarer's work or as to their wages. A seafarers' discharge book may be used to fulfill this requirement.

Article 4: Non-Seafarers' Work

- 4.1 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, for which they should be adequately compensated. For the purpose of this clause "cargo handling" may include but is not limited to: loading, unloading, stowing, un-stowing, pouring, trimming, classifying, sizing, stacking, un-stacking as well as composing and decomposing unit loads; and also services in relation with cargo or goods, such as tallying, weighing, measuring, cubing, checking, receiving, guarding, delivering, sampling and sealing, lashing and unlashings.

- 4.2 Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the Company shall undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute. The Company will not take any punitive measures against any seafarer who respects such dock workers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.

- 4.3 For crewmember's compensation for such work performed during the normal working week, as specified in Article 6, shall be by the payment of the overtime rate specified in APPENDIX 1 for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.

Article 5: Period of Employment

- 5.1 The period of employment of seafarers is as specified in Appendix 1. The employment shall be automatically terminated upon the terms and conditions of this CBA at the first arrival of the ship in convenient port after expiration of mentioned period.



Article 6: Normal Working Hours and Annual Leaves

- 6.1 The normal working hours and annual leaves shall be as specified in Appendix 1.

Article 7: Overtime

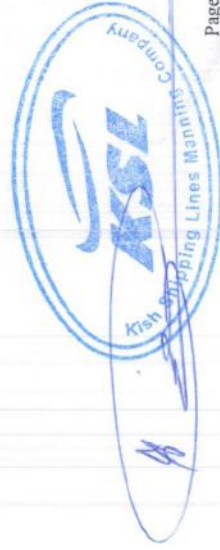
- 7.1 All seafarers are entitled to compensation for overtime performed onboard ship as specified in Appendix 1.
- 7.2 Overtime shall be recorded individually and in duplicate either by the Master or the head of the department. Such records shall be handed to the seafarer for approval every month or at shorter intervals. One copy shall be handed over to the seafarer at the termination of employment.
- 7.3 Any additional hours worked during an emergency directly affecting the immediate safety and security of the ship, its passengers, crew or cargo, or work required to give assistance to other ships or persons in immediate peril, of which the Master shall be the sole judge, or during safety, security and pollution prevention drills shall not be counted as overtime.

Article 8: National Holidays

- 8.1 For the proposed of this agreement the days listed in appendix 1 shall be consider as holidays at sea or in port. If a national holiday is treated as a normal working day at the discretion of Master, then the following or the fist appropriate and practicable working day shall be observed as holiday.

Article 9: Rest Periods

- 9.1 Each seafarer shall have a minimum of 10 hours' rest in any 24 hours period but no less than 77 hours in any seven-day period.
- 9.2 The minimum 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.
- 9.3 The Company shall post in an easily accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the language of the ship and in English.
- 9.4 Nothing in this Article shall be deemed to impair the right of the Master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea or for overriding operational conditions. In such situation, the Master may suspend the schedule of hours of work or 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, the Master shall ensure that any seafarers who have performed the work in a scheduled rest period are provided with an adequate period of rest.



9.5 Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.

9.6 The allocation of periods of responsibility on UMS Ships, where a continuous watch keeping in the engine room is not carried out, shall also be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.

9.7 Records of seafarer's daily hours of rest and work shall be maintained onboard by the Company and the seafarer shall receive a copy of the record pertaining to him which shall be endorsed by the master, or a person authorized by the master, and by the seafarer.

Article 10: Wages

10.1 The wages of each seafarer shall not be less than the wage scale as provided in Appendix 3 and the only deductions from such wages shall be statutory and other deductions as specified in this CBA and/or other deductions as authorised by the seafarer.

10.2 Seafarer wages shall be computed and paid on monthly basis in accordance to the terms and conditions of the SEA and Seafarer is entitled to cash advance from his wages on board. Monthly wages account shall be given to each seafarer.

10.3 Company shall, taking into account current laws and regulations, provide a system for enabling seafarer, at the time of entering employment or during it, to allot, if he so desire, a portion of his wages for remittance at regular intervals to person or persons nominated by the seafarer.

10.4 Any charges for the service under above paragraph 10.3 shall be reasonable in amount and shall be borne by seafarer.

10.5 It is duly noted that under no circumstances the consolidate wages for each rank may not be less than the gross wage for that rank.

Article 11: Shorthand Allowance

11.1 Where the ship complement falls short of the Company manning level, for whatever reasons, the basic wages of the shortage category shall be paid to the members who have undertaken the shortage seafarer's duties as per company on board Procedure manual. Every effort shall be made by the Company to make good the shortage before the ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Article 7.

Article 12: Warlike Operations Area / High Risk Area

12.1 The Company shall make the list of IBF constituent information on warlike operations area and High risk area accessible to the seafarers while serving onboard ship.

12.2 At the time of the assignment the Company shall inform the seafarers if the vessel is bound to or may enter any warlike operations/high risk areas. If this information becomes known during the period of the seafarers' employment on the ship the Company shall advise the seafarers immediately.



- 12.3 If the vessel is bound to a warlike operations areas, seafarers onboard shall have the right not to proceed to such area without risking losing their employment or suffering any other detrimental effects. In this event the seafarers shall be repatriated at Company's cost.
- 12.4 Seafarers' entitlements, if they agree to precede to warlike operations/high risk areas, shall be as specified in Appendix 1.
- 12.5 In case a seafarer becomes captive or otherwise prevented from sailing as a result of an act of piracy or hijacking, irrespective of whether such act takes place within or outside an IBF designated area referred to in this Article, the seafarer's employment status and entitlements under this agreement shall continue until the seafarer's release and thereafter until the seafarer is safely repatriated to his/her place of engagement. The Company shall also make every effort to provide captured seafarers with extra protection.

Article 13: Crew's Personal Effects

- 13.1 When any seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship as a result of wreck, loss, stranding or abandonment of the ship, or as a result of fire, flooding or collision, excluding any loss or damage caused by the seafarer's own fault or through theft or misappropriation, the Company shall pay compensation to the concern seafarer, up to a maximum specified in Appendix1.
- 13.2 The Company shall take measures for safeguarding personal effects left on board by sick, injured or deceased seafarers and for returning it to them or to their next of kin.

Article 14: Onboard Complaint Procedure

- 14.1 The Company shall have a procedure for a fair, effective and expeditious handling of seafarers' complaints alleging breaches of the requirements of this CBA.
- 14.2 The onboard complaint procedure shall allow 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.

Article 15: Termination of Employment

- 15.1 A seafarer's employment shall be terminated:
- a) Upon the expiry of the period of employment as specified in his individual SEA;
 - b) When signing off owing to sickness or injury, after medical examination in accordance with Article 18, or pursuant to Article 20; or
 - c) As consequence of sinking or total loss of the ship.
- 15.2 The Company can terminate the employment of a seafarer by giving two weeks' notice:
- a) If the seafarer has been found to be in serious default of his employment obligations in accordance with Article 17; or



- b) When the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.

15.3 A seafarer can also terminate his employment by giving two weeks' notice:

- a) For compassionate reasons when, during the course of a voyage, it is confirmed that the spouse or child, in the case of a single person, a parent, has fallen dangerously ill; or
- b) If the ship is about to sail into a warlike operations area, in accordance with Article 12.3.

15.4 It shall not be grounds for termination if, during the period of employment of the seafarer, the Company transfers the seafarer to another vessel belonging or related to the same owner/manager, on the same rank and wages and all other terms. There shall be no loss of earnings or entitlements during the transfer and the Company shall be liable for all costs and subsistence for and during the transfer.

15.5 A seafarer shall be entitled to receive compensation as specified in Appendix 1, on termination of his employment in accordance with Articles 15.1 (c) or 15.2 (b) above, as an indemnity against unemployment resulting from such cases.

Article 16: Repatriation (to place of engagement)

16.1 A seafarer shall be entitled to repatriation to the place of engagement at the Company's expense on termination of employment as per Article 15 except where such termination arises under Article 15.2 (a) or when the seafarer requests premature termination of his SEA not based on conditions defined in Article 15.3.

16.2 During repatriation for normal reasons, the Company shall be liable for the following costs until the seafarer reaches the place of engagement:

- a) Payment of basic wages between the time of discharge from the ship and the arrival of the seafarer at his/her place of engagement;
- b) The cost of accommodation and food;
- c) Reasonable travel costs; and
- d) Transport of the seafarer's personal effects up to the amount agreed with the Company in his individual SEA.

Article 17: Misconduct

17.1 The Company may terminate the employment of a seafarer following a serious default of the seafarer's employment obligations. If requested by the seafarer, the Company shall give written notice to him/her specifying the serious default which has been the cause of the dismissal.



17.2 In the event of the dismissal of a seafarer in accordance with this Article, the Company shall be entitled to recover from that seafarer's balance of wages the costs involved with repatriating the seafarer together with such costs incurred by the Company as are directly attributable to the seafarers proven misconduct. Such costs do not, however, include the costs of providing a replacement for the dismissed seafarer.

Article 18: Medical Attention

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

18.2 A seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the Company's expense for as long as such attention is required taking into account Article 19 and/or until the seafarer is repatriated, pursuant to Article 16.

18.3 For the purpose of this Article the Company is not liable for compensation if:

- (a) Injury incurred otherwise than in the service of the ship;
- (b) Injury or sickness is due to the willful misconduct of the sick, injured or deceased seafarer; or
- (c) Sickness or infirmity intentionally concealed when the engagement is entered into.

Article 19: Sick Pay

19.1 When a seafarer is landed at any port because of sickness or injury occurred while in the service of the ship, payment of his basic wages shall continue until he/she has been repatriated at the Company's expense.

19.2 Thereafter the seafarer shall be entitled to sick pay at the rate equivalent to his/her basic wages while he/she remains sick.

19.3 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with Article 20 concerning permanent disability.

19.4 The maximum period of sick pay is 16 weeks and is subject to submission of a valid medical certificate, without undue delay.

19.5 For the purpose of this Article the Company is not liable for compensation if:

- (a) Injury incurred otherwise than in the service of the ship;
- (b) Injury or sickness is due to the willful misconduct of the sick, injured or deceased seafarer; or
- (c) Sickness or infirmity intentionally concealed when the engagement is entered into.



Article 20: Permanent Disability

- 20.1 A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the Company, including accidents occurring while travelling to or from the ship, shall in addition to sick pay, be entitled to disability compensation according to the provisions of this Article.
- 20.2 The permanent disability suffered by the seafarer shall be determined by a doctor appointed by the Company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, the decision of specialist Forensic Medicine shall be final and binding on both parties.
- 20.3 The Company shall provide permanent disability compensation to the seafarer in accordance with Appendix 2.
- 20.4 The Company, in discharging his responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. Where the nature of the personal injury makes it difficult for the Company to make a full payment of the claim, consideration is to be given to the payment of an interim amount so as to avoid undue hardship.

- 20.5 For the purpose of this Article the Company is not liable for compensation if:

- (a) injury incurred otherwise than in the service of the ship;
- (b) injury or sickness is due to the willful misconduct of the sick, injured or deceased seafarer; or
- (c) sickness or infirmity intentionally concealed when the engagement is entered into.

Article 21: Loss of Life – Death in Service

- 21.1 If a seafarer dies through any cause other than those specified in 21.2, whilst in the employment of the Company or during sickness period specified in Article 19, the Company shall pay the sums specified in the Appendix 1 to his/her legal beneficiaries. Additionally, the Company should transport, at its own expense, the body to the seafarer's home where practical and at the families' request and pay the cost of burial expenses as set out in Appendix 1.

- 21.2 For the purpose of this Article the Company is not liable for compensation if death:

- (a) Incurred otherwise than in the service of the ship;
- (b) Was due to the willful misconduct of the deceased seafarer;
- (c) Was due to sickness or infirmity intentionally concealed when the engagement is entered into; or
- (d) Was due to sickness or infirmity not related to the working onboard ship.

Article 22: Food, Accommodation, Bedding, Amenities etc.

- 22.1 The Company shall provide, as a minimum, accommodation, recreational facilities, entertainment amenities, such as videos, books, sports and fitness facilities, and food and catering services in accordance with the standards specified in Title 3 of the MLC and shall give due consideration to the relevant guidelines in that Convention.



23.2 Seafarers should have access to free calls on a one-off basis linked to compassionate circumstances as per the provisions of Article 15.3(a).

Article 23: Personal Protective Equipment

23.1 The Company shall provide the necessary personal protective equipment for the nature of the job in accordance with the ISM Code.

23.2 The Company shall advise seafarers of the dangerous nature and possible hazards of any work to be carried out and instruct them of any necessary precautions to be taken as well as of the proper use of their personal protective equipment.

23.3 Seafarers shall not be forced to conduct work if proper equipment, including personal protective equipment to conduct a safe operation is not available.

23.4 Seafarers shall use and take care of the personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the Company.

Article 24: Waivers and Assignments

24.1 The Company undertakes not to demand or request any seafarer to enter into any agreement whereby, by way of waiver or assignment or otherwise, the seafarer agrees or promises to accept variations to the terms of this CBA or return to the Company, their servants or agents any wages (including back wages) or other emoluments due or to become due to the seafarer under this CBA and the Company agrees that any such document already in existence shall be null and void and of no legal effect.

Article 25: Recruitment and Placement

25.1 Temporary employment of seafarers shall only take place through Seafarers Recruitment and Placement Services which have obtained the required license/certificate to operate pursuant to the MLC, Regulation 1.4.

Article 26: Social Security

26.1 The Company shall ensure that all seafarers, and to the extent provided by the laws of the country of residence, their dependents, have access to social security protection in accordance with national regulations, provided by the Company or the Seafarers Recruitment and Placement Services concerned.

Article 27: Seafarers Welfare Fund

27.1 The Company shall annually pay IMMS a seafarers' welfare fund, as specified in Appendix 1, for each seafarer complementing the minimum safe manning document (MSMD) of vessels listed in Appendix 4.



Article 28: Insurance Coverage

28.1 The Company shall conclude appropriate insurance to cover itself fully against the liabilities set out in Articles 13.1, 15.5, 16 and 18 to 21 of this CBA.

Article 29: Law and Arbitration

29.1 This CBA has been drafted in accordance with the MLC provisions and shall be governed by the laws of the I.R. of Iran and any dispute arising out of or in connection with the execution of this CBA shall be referred to the I.R. of Iran Judiciary system.

Article 30: Shipboard Bullying and Harassment

30.1 Each Seafarer shall be entitled to work, train and live in an environment free from harassment and bullying whether sexually, racially or otherwise motivated. The Company will regard breaches of this undertaking as a serious act of misconduct on the part of Seafarers and any Seafarer Complain in this regard, shall be taken seriously and investigated as per Company Policy.

Article 31: Validity of the CBA

30.1 This CBA consists of 31 Articles and 4 appendices and is prepared in three copies, all of which are considered as original, and was negotiated and signed on 01/01/2020 and shall enter into force on 01/01/2020 and shall remain valid until 31/12/2020.

Signed on behalf of the (IMMS)
Captain Arman Jahan Biglari
Chairman of the Board

Signed on behalf of Company (KSL)
Captain Alireza Ebrahimzadeh
Manager Director



Iman Aflatouni
Member of Board & Treasure (IMMS)



APPENDIX 1

Period of Employment

With respect to the provisions of Article 5 of this CBA, the period of employment is as specified in the SEA that may be changed due to operational convenience of the ship. However, the period of employment shall not exceed 9 months.

Normal Working Hours

With respect to the provisions of Article 6 of this CBA, normal working hours shall not exceed eight hours per day. Saturday afternoon and Sunday are considered as weekends and not normal working days. However, with respect to the operational conditions of a ship and national custom, decision on the days of the weekend is at the discretion of the Master of the ship.

Paid annual leave

With respect to the provisions of Article 6 of this CBA, paid annual leave for seafarers is as specified in the relevant SEA. However, the paid annual leave shall not be less than 2.5 days for each completed month of service and pro rata for a shorter period.

Overtime

With respect to the provisions of Article 7 of this CBA:

- a) hours worked in excess of the normal working hours are counted as overtime; and
- b) the hourly overtime rate shall be 1.40 times the normal working hours rate (basic wages) of the seafarer concerned.

Sailing into Warlike operations/high risk Areas

With respect to the provisions of Article 12 of this CBA, seafarer's entitlements, if they agree to proceed to a warlike operations/high risk area, shall be as follows:

- a) Double compensation for disability and death; and
- b) A bonus equal to 100% of the basic wages for the duration of the ship's stay in a warlike operations/high risk area. The bonus for sailing into the warlike operations area shall be at least five days.

Personal effects' lost

Maximum compensation for loss of personal effects as provided for in Article 13 of this CBA shall be 3300 USD, depending on the type and quantity of the personal effects has been declared.



Indemnity against unemployment

With respect to Article 15.5 of this CBA, the indemnity against unemployment would be payable for the remaining days of the period of employment that during which the seafarer remains in fact unemployed and is limited to two month's basic wages of the seafarer concerned.

Indemnity against Death in Service

With respect to Article 21 of this CBA;

- a) Death in service benefits shall be:
-To the nominated beneficiary

2020	
104,866 USD	

- To each dependent child (maximum 4 under the age of 18)

2020	
20,974 USD	

- a) Burial expenses shall be

2020	
5100 USD	

Holidays

The days regarded as holidays in accordance with Article 8 are as per the following List:

1. Commemoration of the Islamic Revolution in Iran (11th February)
2. Norooz (Persian New Year) 21/March
3. Imam Mahdi's Birthday
4. Martyrdom of Imam Ali
5. Eid-e-Fetr (End of Ramadan)
6. Ashura
7. Christian New Year's Day (1st January)(For foreign seafarers)
8. Nature Day 02/April
9. Day of Seafarers 25/June

Seafarers' Welfare Fund

With respect to the provisions of Article 27 of this CBA, the seafarers' welfare fund is 1,875,000 IR per year per seafarer covered by this agreement as specified in Appendix 4.



APPENDIX 2

Indemnity against permanent disability

- 1 In the event a seafarer suffers permanent disability, the indemnity in accordance with the provisions of Article 20 of this CBA for 100% disability is as follow:

	2020
a) Senior officers	174,775USD
b) Junior officers	139,820USD
c) Ratings	104,866USD

Note 1: Senior officers mean Master, Chief Officer, Chief Engineer, Second Engineer and Electronic Engineer 1.
 Note 2: The maximum indemnity for permanent disability in any incident/accident shall be limited to the 100%.

- 2 The degree (percentage) of permanent disability shall be computed as per below tables.

A -Injuries to Extremities			
1- Hand, Arm, Shoulder			
(If a person is left-handed, his/her left hand is assessed as a right hand, and vice versa)			
1-1- Fingers			
No	Disability	Percentage (%)	
		Left	Right
1	Loss of all fingers of one hand	50	55
2	Loss of one thumb and metacarpal bones	25	30
3	Loss of one thumb		25
4	Loss of extremity of one thumb		12
5	Loss of half of extremity of one thumb		8
6	Thumb with stiff extreme joint		5
7	Thumb with stiff metacarpophalangeal joint		3
8	Thumb with stiff extreme and metacarpophalangeal joints		15
9	Loss of forefinger (second finger)		10
10	Loss of middle and extreme joints of forefinger		10
11	Loss of extreme forefinger		5
12	Forefinger with stiff metacarpophalangeal joint in outstretched position		5
13	Forefinger with 90 degrees or more stretch deficiency in middle joint		5
14	Loss of middle finger (third finger)		10
15	Loss of middle and extreme joints of middle finger		8
16	Loss of extreme joint of middle finger		5
17	Middle finger with stiff metacarpophalangeal joint in outstretched position		5
18	Middle finger with 90 degrees or more stretch deficiency in middle joint		5
19	Loss of ring finger (fourth finger)		8
20	Loss of middle and extreme joints of ring finger		5
21	Loss of extreme joint of ring finger		3
22	Ring finger with stiff metacarpophalangeal joint in outstretched position		5
23	Ring finger with 90 degrees or more stretch deficiency in middle joint		5

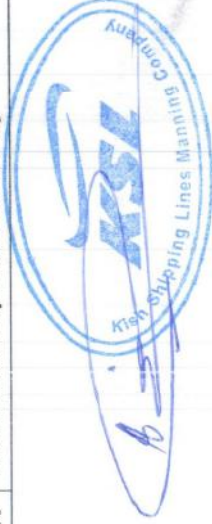


24	Loss of little finger (fifth finger)		8	
25	Loss of middle and extreme joints of little finger		5	
26	Loss of extreme joint of little finger		3	
27	Loss of thumb and forefinger (1st and 2nd fingers)	35	40	
No	Disability	Percentage (%)		
		Left	Right	
28	Loss of extreme joints of thumb and forefinger		18	
29	Loss of thumb, forefinger and middle finger	45	50	
30	Loss of extreme joints of thumb, forefinger and middle finger		20	
31	Loss of thumb, forefinger, middle finger and ring finger (1st, 2nd, 3rd and 4th fingers)	50	55	
32	Loss of forefinger and middle finger (2nd and 3rd)		25	
33	Loss of middle and extreme joints of forefinger and middle finger		20	
34	Loss of extreme joint of forefinger and middle finger		10	
35	Loss of forefinger, middle finger and ring finger	30	35	
36	Loss of middle and extreme joints of forefinger, middle finger and ring finger		25	
37	Loss of extreme joints of forefinger, middle finger and ring finger		12	
38	Loss of forefinger, middle finger, ring finger and little finger (2nd, 3rd, 4th and 5th)	35	40	
39	Loss of middle and extreme joints of forefinger, middle finger, ring finger and little finger	30	35	
40	Loss of extreme joints of forefinger, middle finger, ring finger and little finger		15	
41	Loss of middle finger, ring finger and little finger (3rd, 4th and 5th)		30	
42	Loss of middle and extreme joints of middle finger, ring finger and little finger		20	
43	Loss of extreme joints of middle finger, ring finger and little finger		10	
44	Loss of ring finger and little finger (4th and 5th)		20	
45	Loss of middle and extreme joints of ring finger and little finger		15	
46	Loss of extreme joints of middle finger and ring finger or of ring finger and little finger		5	
47	Middle finger and ring finger with 90 degrees or more stretch deficiency in middle joint		8	
1-2- Hand, Wrist				
48	Loss of one hand	55	60	
49	Stiffness in good working position		10	
50	Stiffness in poor working position		15	
51	Fracture of radial bone healed with some dislocation and slight functional disturbances, possible friction		5	
52	Consequences of fracture of radial bone: Forefinger to little finger down to 2 cm from the palm of the hand		18	
1-3- Arm				
53	Loss of one arm	65	70	
54	Amputation of upper arm	60	65	
55	Amputation of forearm with good elbow movement	55	60	
56	Amputation of forearm with poor elbow movement	60	65	
57	Unhealed rupture of biceps		5	
58	Auxiliary thrombosis		5	
1-4- Elbow				
59	Stiffness in outstretched position	40	45	
60	Stiffness in good working position	20	25	
61	Stiffness in poor working position	25	30	
62	Cessation of rotary function of forearm ("upright position")	15	20	



63	Elbow bending reduced to 90 degrees or less	12	15
64	Stretch deficiency of up to 40 degrees	3	
65	Stretch deficiency 40-90 degrees	5	

No	Disability	Percentage (%)	
		Left	Right
1-5- Shoulder			
66	Total loss of shoulder	75	80
67	All mobility reckoned with “unset” shoulder blade. Stiffness in shoulder (with arm alongside body)	35	
68	Elevation up to 90 degrees	15	
69	Friction and some reduction of mobility	5	
70	Habitual luxation	10	
71	Luxatioacromio-clavicularis	5	
1-6- Paralysis			
72	Total paralysis of plexus brachialis	65	70
73	Total paralysis of nervusradialis on the upper arm	20	25
74	Total paralysis of nervusulnaris	25	30
75	Total paralysis of nervusmedianus, both sensory and motoric injuries	30	35
76	For sensory injuries only	10	
77	Scar due to burn or sever truma in upper limb	2-3	
2- Foot, Leg, Hip			
2-1- Foot			
78	Loss of foot with good function of prosthesis	30	
79	Loss of foot with poor function of prosthesis	35	
80	Amputation of tarsus with stump capable of bearing	15	
81	Loss of all toes on one foot	10	
82	Loss of 1st toe (big toe) and some of its metatarsal bone	8	
83	Loss of 1st toe (big toe)	5	
84	Loss of extreme joint of big toe	3	
85	Big toe with stiffness in metatarsophalangeal joint	5	
86	Loss of one of the other toes	3	
87	Ankle joint: stiff at right angle or slight talipesequinus (up to 15 degrees)	15	
88	Ankle joint: stiff in pronounced talipesequinus position	20	
89	Ankle joint: where rotary mobility has ceased	5	
90	Fallen arches aggravated by pains	8	
91	Traumatic fallen arches	10	
2-2- Leg			
92	Loss of one leg	65	
93	Amputation at the knee or thigh with good function of prosthesis	50	
94	Amputation at the knee or thigh with poor function of prosthesis	55	
95	Loss of crus (shank) with good function of prosthesis	30	
96	Loss of crus with poor function of prosthesis	35	
97	Shortening by less than 3 cm	3	
98	Shortening of at least 3 cm	10	
99	Thigh shrinkage of at least 3 cm (Is not, however, added to the compensation for shortening or reduction of mobility)	8	
100	Postthrombotic syndrome in one leg	5	



101	Essential deterioration of varicose veins or leg sores		8
102	Knee stiff in good position		25

No	Disability	Percentage (%)	
		Left	Right
103	Knee with stretch deficiency of up to 5 degrees		3
104	Knee with bending capacity reduced to 90 degrees or less		10
105	Knee with hampering looseness		10
106	Knee with strong friction during movements, with muscle wastage exceeding 2 cm as measured 10 cm above the patella and reduction of mobility		8
107	Knee with somewhat regular and hampering incarcerations		5
108	Habitual luxation of kneecap		5
109	Loss of kneecap		5
110	Well functioning totally artificial kneecap		15
2-3- Hip			
111	Sacroiliac Amputation		70
112	Shortening of lower limb : Less than 2 cm : More than 2 cm		5 10
113	Hip with stiffness in favorable position		30
114	Hip with severe insufficiency of hip function		50
115	Well functioning totally artificial hip joint		10
2-4- Paralysis			
116	Total paralysis of nervousfibularis		10
117	Total paralysis of nervousfemorialis		20
118	Ischiadiscusparesis - with good mobility		10
119	Ischiadiscusparesis - with poor mobility		30
120	Sear due to burn or seven trauma in lower limb		1-2
B – The Head			
1- The Face			
121	Aphasia		50
122	Loss of teeth (1, 2, 3) each teeth		1
123	Loss of teeth (4, 5, 6, 7) each teeth		0,5
124	Loss of outer ear		5
125	Scalping		5
126	One-sided paralysis of the facial nerve		10
127	Two-sided paralysis of the facial nerves		15
128	Loss of sense of smell		10
129	One-sided paralysis of vocal chords with considerable speech difficulties		10
130	Paralysis of sensory (trigeminal) nerve to the face		5
2- The Brain			
131	Brain death		100
132	Head Trauma without surgery and sequel		2
133	Head Trauma with surgery without sequel		5
2-1- Dementia			
134	Mild dementia		15
135	Mild-medium severe dementia		25
136	Medium severe dementia		50



137	Severe demens			65	
138	Total dementia			100	

No	Disability	Percentage (%)	
		Left	Right
3- The Eye			
139	Loss of one eye		20
140	Loss of both eyes		100
141	Loss of sight of one eye		20
142	Loss of sight of both eyes		100
143	Loss of sight of one eye with complications (e.g. glaucoma and/or contracted eye)		25
144	Loss of sight of one eye with possibility of improvement via operation (reserve eye)		18
145	Double vision		10
146	Double vision in outermost position		3
147	Loss of binocular vision (e.g. aphakia with visual power of at least 6/60)		15
148	Aphakia with good contact glass function		8
149	Total one-sided ptosis		18
150	Flood of tears		3
151	Hemianopsia		40
152	Rightsided hemianopsia as a result of brain injury		50

Reduction of visual power of one or both eyes is assessed in accordance with the following decimal table or fraction table:

Decimal table									
S	0.6	0.5	0.4	0.3	0.2	0.1	0		
0.6	0	0	5	10	10	15	20		
0.5	0	5	5	10	10	15	20		
0.4	5	5	10	15	15	20	30		
0.3	10	10	15	25	35	45	55		
0.2	10	10	15	35	45	60	70		
0.1	15	15	20	45	60	75	85		
0	20	20	30	55	70	85	100		

Fraction table									
S	6/6	6/12	6/18	6/24	6/36	6/60	2/60	0	
6/6	0	0	5	8	10	12	15	20	
6/12	0	5	10	10	12	15	18	20	
6/18	5	10	20	30	35	40	45	50	
6/24	8	10	30	35	45	50	55	60	
6/36	10	12	35	45	55	65	70	75	
6/60	12	15	40	50	65	75	80	85	
2/60	15	18	45	55	70	80	95	100	
0	20	20	50	60	75	85	100	100	

No	Disability	Percentage (%)	
		Left	Right
4- Ears			



153	Total loss of hearing in one ear		10
154	Total loss of hearing in both ears		75

Loss of hearing based on speech audiometry: assessed or calculated binaural loss of hearing in dB with well adjusted hearing aid.

Degree of Loss of Hearing	HH: 0	HH: 1	HH: 2	HH: 3	HH: 4	HH: 5
CH: 0	0	5	-	-	-	-
CH: 1	-	8	15	30	-	-
CH: 2	-	12	20	35	50	-
CH: 3	-	-	30	40	55	65
CH: 4	-	-	-	50	60	70
CH: 5	-	-	-	-	65	75

HH = Hearing handicap CH = Communication handicap

0 no handicap
1 slight handicap
2 mild to medium handicap
3 considerable handicap
4 severe handicap
5 total handicap

Normally no compensation is paid solely in respect of use of a hearing aid

C- Neck and Back			
1- Vertebral Column			
(Fracture of body of the vertebra without discharge of medulla spinalis or nerves)			
No	Disability	Percentage (%)	
		Left	Right
155	Minor Fracture With minor reduction of mobility		5
156	Medium severe fracture Without reduction of mobility		8
157	Medium severe fracture With reduction of mobility		12
	Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump)		
158	Slight to some reduction of mobility		15
159	Very severe reduction of mobility		20
160	If support (neck collar or support corset) is used		5
161	Pain - local or transmitted to extremities		2
2- Cervical Column			
162	Some reduction of mobility and/or local pains		8
163	If a supportive device (neck collar) is used		12
164	Radiating pains - root irritating		12
3- Other Parts of the Vertebral Column			
165	Back pains without reduction of mobility		5
166	If a supportive device (corset) is used		8
167	Back pains with some reduction of mobility		12
168	Back pains with considerable reduction of mobility		25
4- Injuries to the Medulla Spinalis			
169	Total quadriplegia		100
170	Total Hemiplegia		100
171	Mild but lasting consequences - without bladder(possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)		20
172	Mild but lasting consequences - with bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)		25
173	Other lasting consequences without bladder symptoms as defined above		30
174	Other lasting consequences with bladder symptoms as defined above		35

D- Heart and Lungs

No	Disability	Percentage (%)	
		Left	Right
	Heart and lung ailments are assessed with regard to the limiting of the functional capacity caused by the ailment, applying the following division into function groups:		
175	No limitation of physical activity		3
176	Minor limitation of physical activity. Symptoms appear only during strenuous activity		20
177	Considerable limitation of physical activity. Symptoms also appear during low levels of activity		45
178	Any form of physical activity produces symptoms, which can also be present during periods of rest		70

Steps are taken to support the division into functions by means of objective measurements for lung function, such as the forced exhalation volume in the first second, FEV 1.0.

Assuming that the case is one of permanent reduction of FEV 1.0.

FEV 1.0 of over 2 litres corresponds roughly to function group 1,

FEV 1.0 of 1.5-2 litres corresponds roughly to function group 2,

FEV 1.0 of about 1 litre corresponds roughly to function group 3, and

FEV 1.0 of about 0.5 litre corresponds roughly to function group 4

E - Abdominal Cavity and Pelvis

179	Permanent colostomy and ileostomy		100
180	Loss of spleen		5
181	Loss of one kidney		20
182	Loss of both kidneys		100
183	Minor incontinence (i.e. imperious urination, possibly defecation)		25
184	Expulsive incontinence		100
185	Abdominal hernia, inoperable		20
186	Loss of both testicles without child		70
187	Loss of both testicles with child		30
188	Impotence before 50 years old		50
189	Impotence after 50 years old		30
190	Loss of both ovaries before menopause with child		10
191	Loss of both ovaries before menopause without child		50
192	Urethra stricture, if a bougie must be used		15
193	Impotence		50



APPENDIX 3
Minimum Wages and Allowances for year 2020 (US Dollars)

No.	Capacity	Monthly Basic	Daily Basic	Monthly overtime *	Monthly leave pay **	leave Pay for public holiday ***	Monthly bonus allowance	Total
1	Master	2322	77	1531	774	138	200	4964
2	C/O	1748	58	1334	583	104	180	3948
3	2/O	1310	44	999	284	78	170	2841
4	3/O	1150	38	877	153	68	150	2399
5	C/E	2140	71	1411	713	127	195	4586
6	2 nd ENG	1748	58	1334	583	104	180	3948
7	3 rd ENG	1310	44	999	284	78	170	2841
8	4 th ENG	1150	38	877	153	68	150	2399
9	ETO	1748	58	1152	583	104	180	3767
10	E/O 2	1305	44	860	283	77	170	2695
11	E/O 3	1000	33	659	133	59	150	2002
12	Asst- E/O	680	23	448	91	40	140	1399
13	BOSUN	818	27	539	273	48	150	1828
14	AB / Carpenter	625	21	412	104	37	50	1228
15	OS	523	17	345	87	31	50	1036
16	Fitter	725	24	478	242	43	150	1638
17	Oiler (ERR-JNR)	523	17	345	87	31	50	1036
18	Cook 1	856	29	564	257	51	150	1878
19	Steward	613	20	404	102	36	50	1206

*Overtime is calculated at 1.40 the normal hourly rate at this CBA. (Ref: MLC A2.3.5 (a) B2.2.2) Watch Keepers/Day Workers.

**Leave must be more than 2.5 days per month at a rate of 1/30 the monthly basic wage (MLC A2.4)

***Work performed on public holiday's compensation on base of over time rate (Ref: MLC B2.2.2)

Note: This CBA is applied on only active vessels. The list of inactive (Layup) vessels needs to be update by IRISL and inform to IMMS Regularly.



APPENDIX 4

Ships' names and their minimum manning scale

No.	Ships' name	IMO NO	Flag	Minimum manning scale	No.	Ships' name	IMO NO	Flag	Minimum manning scale
1	Ardavan	9465863	IRAN	16	36	Zardis	9349679	IRAN	16
2	Arsharn	9386500	IRAN	16	37	Kashan	9270696	IRAN	16
3	Artman	9405930	IRAN	16	38	Alvan	9165798	IRAN	16
4	Avang	9465746	IRAN	16	39	Delice	9125138	IRAN	16
5	Bahjat	9405954	IRAN	16	40	Behshad	9167289	IRAN	16
6	Baskar	9405942	IRAN	16	41	Amina	9305192	IRAN	16
7	Bavand	9387798	IRAN	16	42	Caspia	9125126	IRAN	16
8	Delnavaz	9387803	IRAN	16	43	Aries	9369722	IRAN	16
9	Oura	9387815	IRAN	16	44	Artaria	9226944	IRAN	16
10	Parisan	9465851	IRAN	16	45	Artavand	9193214	IRAN	16
11	Warta	9465849	IRAN	16	46	Artin	9305221	IRAN	16
12	Kiazand	9465758	IRAN	16	47	Arvin	9193202	IRAN	16
13	Roshak	9405966	IRAN	16	48	Ganj	9305219	IRAN	16
14	Parshad	9387786	IRAN	16	49	Golafruz	9323833	IRAN	16
15	Behdokht	9405978	IRAN	16	50	Golsar	9193185	IRAN	16
16	Golsan	9165815	IRAN	16	51	Hamgam	9226956	IRAN	16
17	Neshat	9167277	IRAN	16	52	Mahnam	9213387	IRAN	16
18	Parnia	9167265	IRAN	16	53	Termeh	9213399	IRAN	16
19	Negar	9165839	IRAN	16	54	Delruba	9305207	IRAN	16
20	Elyana	9165827	IRAN	16	55	Daryabar	9369710	IRAN	16
21	Abyan	9349667	IRAN	16	56	Tour2	9364112	IRAN	16
22	Artabaz	9283007	IRAN	16	57	Barzin	9820269	IRAN	16
23	Artenos	9283021	IRAN	16	58	Rayen	9820245	IRAN	16
24	Azargoun	9283019	IRAN	16	59	Radin	9820257	IRAN	16
25	Clavel	9820312	IRAN	16	60	Hamuna	9820271	IRAN	16
26	Behnavaz	9346643	IRAN	16					
27	Behta	9349590	IRAN	16					
28	Dalia	9820324	IRAN	16					
29	Shabdis	9349588	IRAN	16					
30	Petunia	9820336	IRAN	16					
31	Batis	9465760	IRAN	16					
32	Shahrz	9349576	IRAN	16					
33	Shahrekd	9270984	IRAN	16					
34	Shiba	9270646	IRAN	16					
35	Devrez	9120994	IRAN	16					

