

Collective Bargaining Agreement (CBA)

(V5)



2022 and 2023

IMMS-ATLAS KIAN QESHM



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Collective Bargaining Agreement (CBA)

1st Jan 2022 ~ 31st Dec 2023

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 an employee 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/her 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 for each period of service onboard the ship, signed by both the Seafarer and the Company or representative of the company, authorized by 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 2010.
- 1.13 *Place of engagement* means the city of the Seafarer's residence or place of employment specified in the SEA.



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- 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 (as per 1.13), including while serving onboard.
- 1.15 *In the service of the ship* means the engagement of a seafarer on ship in accordance with provisions of this CBA including shore leaves with the master's permission and during seafarer transferring as specified in 16.4.
- 1.16 *Wage* means the amount that is paid on monthly basis for the entire period of employment agreement, including the duration that seafarer is in the service of the ship and annual leaves.
- 1.17 *Monthly onboard allowance* means the basic amount of allowance that is paid to seafarer monthly while he/she works in the service of the ship, based on SEA.
Daily onboard allowance is defined as the basic amount of allowance for one day in the service of the ship, based on monthly onboard allowance as specified in SEA.
- 1.18 *Employment agreement* means SEA as specified in 1.6 or employment agreement according to Iranian Labor Law, whichever is applicable.
- 1.19 The ITF is the International Transport Workers' Federation, headquartered in London, United Kingdom.

Article 2: Application

- 2.1 This CBA sets out the standard terms and conditions applicable to the seafarers serving on any ship operated by the Company. (Ref to Appendix 3)
- 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. He represents the ship's crew in matters of ship safety and health and the said representative shall be protected against any disciplinary act for carrying out such duties.
- 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.



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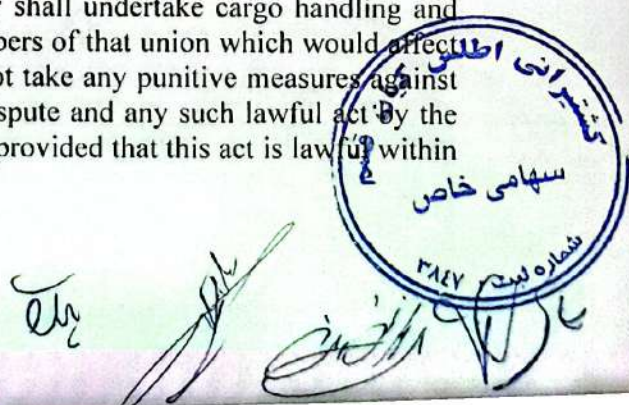


Article 3: Employment conditions

- 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 19, 20, 21 and/or 22 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 Seafarer's 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 onboard 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 seafarers' work or as to their wage and allowances. A seafarer's discharge book may be used to fulfill this requirement.
- 3.6 Seafarers' endorsements required by the Flag State shall be at Company's expense.

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 IMMS 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, unstowing, pouring, trimming, classifying, sizing, stacking, unstacking 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 unlashng.
- 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 SEA, provided that this act is lawful within the country it is taken.



- 4.3 For crewmembers 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 daily onboard allowance. Any such work performed outside the normal working week will be compensated at double the overtime rate.

Article 5: Period of Employment in the service of ship

- 5.1 The period of employment of seafarers in the service of ship 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 port after expiration of mentioned period.

Article 6: Normal Working Hours and Annual Leaves

- 6.1 The normal working hours in the service of ship and duration of 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.

Article 8: National Holidays

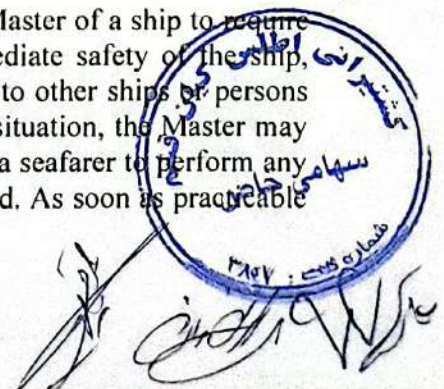
- 8.1 For the purpose of this Agreement the days listed in Appendix 1 shall be considered as holidays at sea or in port. If a national holiday is treated as a normal working day at the discretion of Master, then the following or the first appropriate and practicable working day shall be observed as holiday.

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



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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 watchkeeping 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 seafarers daily hours of rest and work shall be maintained to allow for monitoring of compliance with this article 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.
- 9.8 A short break of 30 minutes or less will not be considered as a period of rest.

Article 10: Wage and Allowances

- 10.1 While seafarers work in the service of ship, onboard allowances are paid in addition to wage. The total wage and allowances of each seafarer shall not be less than the amount specified in the last column of Appendix4 and the only deductions from such wage and allowances shall be statutory and other deductions as specified in this CBA and/or other deductions as authorised by the seafarer. Onboard allowances as specified in Appendix4 are not paid to seafarers on annual leaves.
- 10.2 Seafarer onboard allowances 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/her on board allowances. Onboard allowances statement shall be given to each seafarer at termination of SEA.
- 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/she so desire, a portion of his/her onboard allowances for remittance at regular intervals to person or persons nominated by the seafarer.
- 10.4 Any charges for the service provided as in Article 10.3 above shall be reasonable and shall be borne by the seafarer concerned.
- 10.5 With respect to the requirements of the Labor Law of the Islamic Republic of Iran, Wage of the Iranian Permanently-Employed Seafarer is paid on basis of Iranian Rials, which will be remitted to every individual seafarer's account monthly basis. On board allowances will be paid on board monthly and on basis of USD.

Article 11: Shorthand Allowance

- 11.1 Where the complement falls short of the agreed manning, for whatever reasons, the daily on-board allowance of the shortage category shall be paid to the affected members of the concerned department who have undertaken the shortage seafarer's duties. Every effort shall



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be made 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 / Extended Risk Zone

- 12.1 A warlike operations area / high risk area and extended risk zone will be designated by the ITF as amended.
- 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 area/high risk area/extended risk area. If this information becomes known during the period of the seafarers' employment on the ship the Company shall advise the seafarers immediately.
- 12.3 seafarer's entitlements – if he/she agrees to proceed to any risk areas – shall be according to the latest enforced ITF list of designated risk areas.
- 12.4 Seafarer's entitlements shall be ascertained based on supporting documents provided by ship's Master, as to the exact date/time/position of entering and leaving any designated risk areas together with ship's track with reference to the latest enforced ITF list.
- 12.5 In case a seafarer becomes captive on or off the ship as a result of acts of piracy or armed robbery against ships, irrespective of whether such act takes place within or outside an ITF 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 (as per 1.13) or, where the seafarer dies while in captivity, until the date of death. The Company shall also make every effort to provide captured seafarers with extra protection. For the purpose of this paragraph, the term:
- (a) *Piracy* shall have the same meaning as in the United Nations Convention on the Law of the Sea, 1982;
- (b) *Armed Robbery* against ships means any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State's internal waters, archipelagic waters and territorial sea, or any act of inciting or of intentionally facilitating an act described above.

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 Appendix 1.
- 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 heirs.

Article 14: Onboard Complaint Procedure

- 14.1 The Company, in compliance with the regulations of the ministry of labor for handling complaints on board ships, shall have a procedure for a fair, effective and expeditious handling of seafarers' complaints alleging breaches of the requirements of this CBA.



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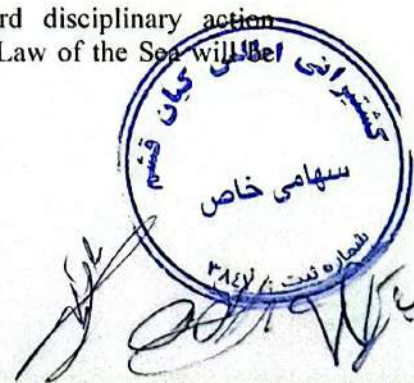
- 14.2 The onboard complaint procedure shall allow the seafarer to be accompanied or represented during the complaints procedure, as well as safeguards against the possibility of victimization of seafarers for filing complaints.

Article 15: Company Policies on Eliminating Shipboard Harassment and Bullying

- 15.1 Harassment includes any inappropriate and unwelcome conduct which, whether intentionally or not, creates feelings of unease, humiliation, embarrassment or discomfort for the recipient.
- 15.2 Bullying is a particular form of harassment that includes hostile or vindictive behavior, which can cause the recipient to feel threatened or intimidated.
- 15.3 Harassment and bullying are examples of conduct that is unwanted and causes detrimental effects, which may include stress, lack of motivation, reduced work performance, absence from duties and resignations.
- 15.4 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.
- 15.5 Company will treat all complaints of harassment and bullying seriously and in strict confidence.
- 15.6 Complaints of bullying or harassment, or information from staff relating to such complaints, will be dealt with fairly, confidentially, sensitively and expeditiously.
- 15.7 The company considers any complaint of cyber bullying to be serious issue. Cyber bullying is the use of modern communication technologies to harass, embarrass, humiliate, threaten, or intimidate an individual in an attempt to gain power and control over them. The use of the company's communication equipment for such purposes will be treated as a serious breach of the company code of conduct and result in disciplinary action against perpetrators'.
- 15.8 IMMS shall notify and provide the company with the latest enforced ITF-ICS guidance on eliminating shipboard harassment and bullying.
The company shall ensure the latest enforced ITF-ICS guidance on eliminating shipboard harassment and bullying is annexed to this CBA and accessible to the seafarers while serving onboard ship.
- 15.9 Guidance on eliminating shipboard harassment and bullying annexed to this CBA contains examples of the types of behavior that maybe classed as harassment and bullying for seafarer's reference.
- 15.10 The complaint procedure, complaint form and contact information stipulated in company MLC booklet will be used in the event of onboard harassment and bullying.
- 15.11 Should onboard harassment and bullying becomes evident, onboard disciplinary action procedures stipulated in company procedures and regulation 86 of the Law of the Sea will be applied.



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Article 16: Termination of Employment

16.1 A seafarer's employment shall be terminated:

- a) Upon the expiry of the period of employment as specified in his/her individual SEA;
- b) When signing off owing to sickness or injury, after medical examination in accordance with Article 19, or pursuant to Article 21; or
- c) As consequence of sinking or total loss of the ship.

16.2 The Company can terminate the employment of a seafarer with a notice of 15 days:

- a) If the seafarer has been found to be in serious default of his/her employment obligations in accordance with Article 18; 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.

16.3 A seafarer can also terminate his/her employment with a notice of 15 days:

- a) For compassionate reasons when, during the course of a voyage, it is confirmed that the spouse, child or a parent has fallen dangerously ill subject to the submission of satisfactory medical reports; or
- b) If the ship is about to sail into a designated risk area, in accordance with the latest enforced ITF list of designated risk areas.

16.4 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, (Ref to appendix 3) on the same rank, wage and allowances 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.

16.5 A seafarer employed on temporary basis shall be entitled to receive compensation as specified in Appendix 1, on termination of his/her employment in accordance with Articles 16.1 (c) or 16.2 (b) above, as an indemnity against unemployment resulting from such cases.

Article 17: Repatriation

17.1 A seafarer shall be entitled to repatriation to the place of engagement (as per 1.13) at the Company's expense on termination of employment as per Article 16 except where such termination arises under Article 16.2 (a) or when the seafarer requests premature termination of his/her SEA not based on conditions defined in Article 16.3.

17.2 During repatriation for normal reasons, the Company shall be liable for the following costs until the seafarer reaches the place of engagement (as per 1.13):

- a) Payment of daily onboard allowance between the time of discharge from the ship and the arrival of the seafarer at his/her place of engagement (as per 1.13);
- b) The cost of accommodation and food;
- c) Reasonable travel costs; and
- d) Transport of the seafarer's personal effects up to 30Kg.



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Article 18: Misconduct

18.1 The Company may terminate the employment of a seafarer according to the examples mentioned in Article 18.4 or following a serious default of the seafarer's employment obligations which gives rise to a lawful entitlement to dismissal, provided that master shall, where possible, prior to dismissal, give written notice to him/her specifying the serious default which has been the cause of the dismissal.

18.2 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 wage and allowances the costs involved with repatriating the seafarer together with such costs incurred by the Company as are directly attributable to the seafarer proven misconduct. Such costs do not, however, include the costs of providing a replacement for the dismissed seafarer.

18.3 For the purpose of this Agreement, refusal by any seafarer to obey an order to sail the ship shall not amount to a breach of the seafarers employment obligations where:

a) The ship is unseaworthy or otherwise if the Ship is certified substandard in relation to the applicable provisions the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Load lines (LL) 1966, the Standards of Training Certification and Watch keeping Convention (STCW 78) as amended 2010, the International Convention for the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) and remains so for a period of 30 consecutive days.

In any event, a ship shall be regarded as substandard if it is not in possession of the statutory certificates required under international instruments.

b) The seafarer has a genuine grievance against the Company in relation to the implementation of this Agreement and has complied in full with the terms of the Company's grievance procedure.

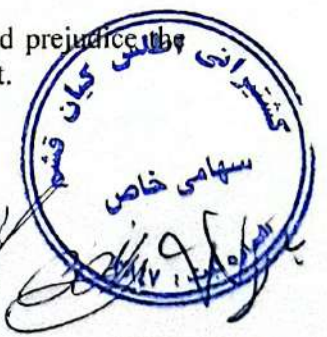
c) The seafarer refuses to sail into a designated risk area, in accordance with the latest enforced ITF list.

18.4 Acts of gross misconduct, examples of which are listed below, may, if appropriate in the circumstances and established to the satisfaction of master, lead to dismissal from the ship either immediately or at the end of the voyage and to dismissal from employment. This is separate from any other legal or disciplinary action which may be called for:

1. Assault (including threatening behavior).
2. Willful act or conduct endangering the ship, persons, any property or cargo on board, and the marine environment.
3. Theft (including attempted theft) or possession of stolen property.
4. Possession of offensive weapons.
5. Persistent or willful failure to perform duty.
6. Collaboration with others at sea to impede the progress of the voyage or navigation of the ship.
7. Disobedience of a lawful order in accordance with the Company's procedures and line of reporting.
8. To be asleep on duty or fail to remain on duty, if such conduct would prejudice the safety of the ship, persons or cargo on board, or the marine environment.



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9. Breach of the Company's rules and procedures relating to alcohol, drugs or smoking policies.
10. Failure to report to work without satisfactory reason or absence from place of duty or from the ship without leave.
11. Interference with the work of others endangering safety of life, ship, properties and protection of marine environment.
12. Behavior which seriously detracts from the safe and/or efficient working of the ship.
13. Sexual abuse.
14. Behavior which seriously detracts from the social well-being of any other person on board, including but not limited to bullying, harassment, intimidation and coercion.
15. Causing or permitting unauthorized cargo, possessions or persons to be on board the ship or in parts of the ship where prohibited.
16. Smuggling of any nature or breach of Customs' regulations, including but not limited to contraband, stowaways or refugees.
17. Demanding and/or receiving any commission or any other favor or benefit from any passenger, customer or supplier.
18. Deliberate misuse of a harbor pass or personal identity card.
19. Any act by a seafarer which is deemed illegal by the law of the port of call.

Article 19: Medical Attention

- 19.1 A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies.
- 19.2 A seafarer who is hospitalized abroad owing to sickness or injury shall be entitled to medical attention (including hospitalization) at the Company's expense for as long as such attention is required or until the seafarer is repatriated pursuant to Article 17, whichever is earlier.
- 19.3 A seafarer repatriated unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalization) at the Company's expense:
- a) In the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports.
 - b) In the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with clause 21.2 concerning permanent disability.
 - c) In those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with Article 19.3 (a), they may submit claims for reimbursement within 12 months, unless there are exceptional circumstances, in which case the period may be extended.
- 19.4 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed where necessary, by a Company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the IMMS and the decision of this doctor shall be final and binding on both parties.
- 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.



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Article 20: Sick Pay

- 20.1 When a seafarer is landed at any port because of sickness or injury, a pro rata payment of their daily onboard allowance shall continue until he/she has been repatriated to the place of engagement (as per 1.13) at the Company's expense as specified in Article 17.
- 20.2 Thereafter, the seafarer shall be entitled to sick pay as per the regulations of his/her respective insurance coverage. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate to respective authorities, without undue delay
- 20.3 In the event of incapacity due to an accident, the seafarer shall be entitled to sick pay as per the regulations of his/her respective insurance coverage. The sick pay shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with clause 21.2 concerning permanent disability.
- 20.4 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports to respective authorities.
- 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: Permanent Disability

- 21.1 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.
- 21.2 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, a third doctor may be nominated jointly between the Company and the IMMS and the decision of this doctor shall be final and binding on both parties.
- 21.3 The Company shall provide permanent disability compensation to the seafarer in accordance with Appendix2.
- 21.4 The Company, in discharging his/her 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.
- 21.5 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



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c) Sickness or infirmity intentionally concealed when the engagement is entered into.

21.6 A Seafarer whose disability, in accordance with 21.2 above is assessed at 50% or more under the attached Appendix 2 shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any Seafarer assessed at less than 50% disability but certified as permanently unfit for further sea service in any capacity by the Company-nominated doctor, shall also be entitled to 100 % compensation. Any disagreement as to entitlement under this clause shall be resolved in accordance with the procedures set out in 21.2 above.

Article 22: Loss of Life – Death in Service

22.1 If a seafarer dies through any cause other than those specified in 22.2, whilst in the employment of the Company or during sickness period as specified in Article 20, the Company shall pay the sums specified in 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.

22.2 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.

Note: For the purpose of 22.2, the Company should transport, at its own expense, the body to the seafarer's home where practical.

Article 23: Food, Accommodation, Bedding, Amenities etc.

23.1 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 in compassionate circumstances as per the provisions of Article 16.3(a).

Article 24: Personal Protective Equipment

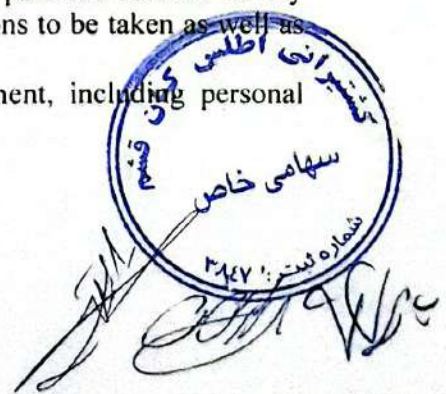
24.1 The Company shall provide the necessary personal protective equipment for the nature of the job in accordance with the ISM Code.

24.2 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.

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



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24.4 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 25: Waivers and Assignments

25.1 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 wage and allowances (including back wage and allowances) 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 26: Recruitment and Placement

26.1 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 27: Social Security

27.1 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 28: Seafarers Welfare Fund

28.1 The Company shall pay IMMS, on annual basis, a seafarers' welfare fund, as specified in Appendix 1, for each seafarer complementing the minimum safe Manning Document (MSMD) of vessels listed in Appendix 3.

Article 29: Probationary Service

29.1 The first 6 weeks of service during the first term of employment with the Company shall be regarded as probationary and both the seafarer and/or the Company shall be entitled to terminate the employment prior to the expiry of the SEA during this period (as per Standard A2.1 (5), MLC 2006). In such an event the cost of repatriation shall be the responsibility of the party who gives notice of termination but the compensation for premature termination of employment provided in Article 16.5 shall not apply.

Article 30: Insurance Coverage

30.1 The Company shall conclude appropriate insurance to cover itself fully against the liabilities set out in Articles 16.5, 17 and 19 to 22 of this CBA.

Article 31: Law and Arbitration

31.1 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.



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Article 32: Language of CBA

32.1 This CBA is written in English and Persian languages and in the event of any inconsistency or conflict between the two aforementioned versions the English version shall prevail in determining the spirit intent and meaning of this CBA.

Article 33: Validity of the CBA

33.1 This CBA consists of 33 Articles and 4 appendices and is prepared in three copies, all of which are considered as original, and was negotiated and signed on 31.12.2020 and shall enter into force on 1st January 2022 and shall remain valid until 31st December 2023.

Signed on behalf of the IMMS
Captain Arman Jahan Biglari
Chairman



Signed on behalf of Atlas Kian Qeshm Shipping Co.
Mr. Alireza Seyfari
Managing Director



APPENDIX 1

Period of Employment in the service of ship

With respect to the provisions of Article 5 of this CBA, the period of employment in the service of ship is as specified in the SEA. However, Seafarer can extend his/her SEA up to 12 months by mutual agreement with the Company.

Normal Working Hours

With respect to the provisions of Article 6 of this CBA, normal working hours in the service of ship 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 1.4 the basic hourly rate calculated with reference to the monthly onboard allowance for the concerned seafarer shown in appendix 4.

Sailing into the warlike operation, high risk, designated risk areas

With respect to the provisions of Article 12 of this CBA, seafarer's entitlements, shall be as follows:

- a) Compensation for death and disability are in accordance with the latest enforced ITF list of designated risk areas.
- b) The bonus for sailing into the warlike operation, high risk and extended risk areas shall be calculated and paid based on daily onboard allowance as specified in SEA and in accordance with the category of risk areas stipulated in the latest enforced ITF list.

Personal effects lost

Maximum compensation for loss of personal effects as provided for in Article 13 of this CBA shall be 4000.00 USD, depending on the type and quantity of the personal effects declared.



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نیرنگر

Indemnity against unemployment

With respect to Article 16.5 of this CBA, the indemnity against unemployment would be payable for the remaining days of the period of employment during which the seafarer remains in fact unemployed and is limited to two months on board allowance of the seafarer concerned.

Indemnity against Death in Service

With respect to Article 22 of this CBA;

- a) Death in service benefits shall be:
 - To seafarer's heir or to cadet's heir 110,000.00USD
 - To each dependent child (maximum 4 under the age of 18) 22,000.00USD
- b) Burial expenses shall be 6000.00 USD.

Seafarers' Welfare Fund

With respect to the provisions of Article 28 of this CBA, the seafarers' welfare fund is 2,900,000 (two million and nine hundred thousand) IR per seafarer covered by this agreement as specified in Appendix 3.

Holidays

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

- 1) Christian New Year's Day (1st January)
- 2) Persian New Year's Day (21st March)
- 3) Nature Day (2nd April)
- 4) International Workers' Day (1st May)
- 5) Imam Mahdi's Birthday
- 6) Anniversary of Imam Khomeini's demise (4th June)
- 7) Martyrdom of Imam Ali
- 8) Eid-e-Fetr (End of Ramadan)
- 9) Day of Seafarers (25th June)
- 10) Eid-e-Ghorban
- 11) Ashura
- 12) Arbaeen
- 13) Demise of Prophet Mohammad (pbuh)
- 14) Birthday of Prophet Mohammad (pbuh)

Aflatouni

It is noteworthy that conducting work on board ship on days designated as national holiday in Iranian calendar, is assumed as work done overtime, for which adequate compensation is provided in Appendix 4.



eu



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APPENDIX 2

Indemnity against permanent disability

1. In the event a seafarer suffers permanent disability, the indemnity in accordance with the provisions of Article 21 of this CBA for 100% disability is as follow:

- a) Senior officers 183,000.00 USD
- b) Junior officers and cadets 147,000.00 USD
- c) Ratings 110,000.00USD

Note 2: Only for the purpose of Article 21, senior officers means Master, Chief Officer, Chief Engineer and Second Engineer and ETO.

1. The degree (percentage) of permanent disability shall be computed as per bellow 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
28	Loss of extreme joints of thumb and forefinger		18	
29	Loss of thumb, forefinger and middle finger	45		50

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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		
64	Stretch deficiency of up to 40 degrees			
65	Stretch deficiency 40-90 degrees			

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

No	Disability	Percentage (%)	
		Left	Right
101	Knee with stretch deficiency of up to 5 degrees		
102	Knee with bending capacity reduced to 90 degrees or less		
103	Knee with hampering looseness		
104	Knee with strong friction during movements, with muscle wastage		

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140	Flood of tears		3
141	Hemianopsia		40
142	Rightsidedheminaopsia 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

Visual power is assessed with best available glasses.

No	Disability	Percentage (%)	
		Left	Right
4- Ears			
143	Total loss of hearing in one ear		10
144	Total loss of hearing in both ears		75
145	Hampering tinnitus and distortion of hearing		3

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



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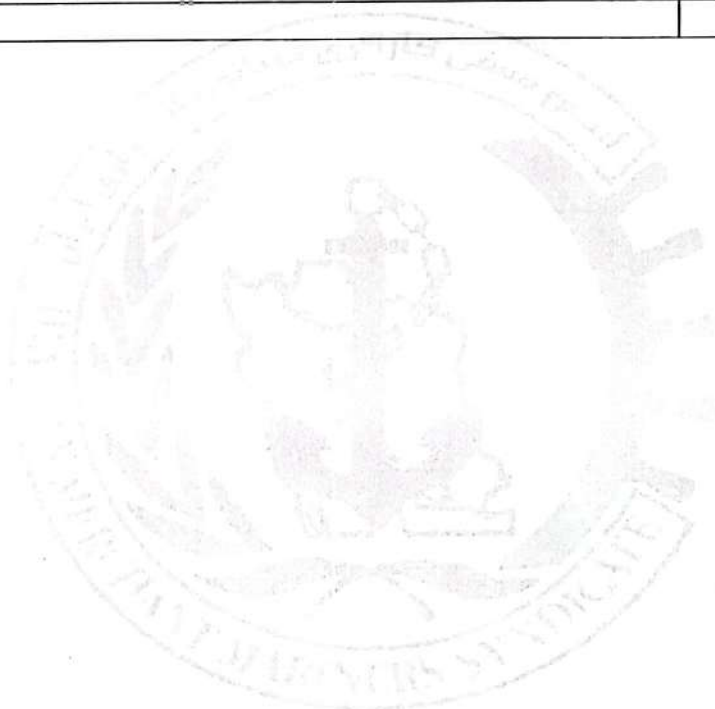
1-Vertebral Column (Fracture of body of the vertebra without discharge of medulla spinalis or nerves)			
No	Disability	Percentage (%)	
		Left	Right
146	Minor Fracture With minor reduction of mobility		5
147	Medium severe fracture Without reduction of mobility		8
148	Medium severe fracture With reduction of mobility		12
Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump):			
149	Slight to some reduction of mobility		15
150	Very severe reduction of mobility		20
151	If support (neck collar or support corset) is used		5
152	Pain - local or transmitted to extremities		2
Fracture with discharge of medulla spinalis or nerves Assessed in accordance with the above rules with a supplementary degree for the discharge of nerves assessed in accordance with the other rules specified in the table.			
153	Consequences of Slipped Disc		12
2- Cervical Column			
154	Some reduction of mobility and/or local pains		8
155	If a supportive device (neck collar) is used		12
156	Radiating pains - root irritating		12
3- Other Parts of the Vertebral Column			
157	Back pains without reduction of mobility		5
158	If a supportive device (corset) is used		8
159	Back pains with some reduction of mobility		12
160	Back pains with considerable reduction of mobility		25
4- Injuries to the Medulla Spinalis			
161	Mild but lasting consequences - without bladder(possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)		20
162	Mild but lasting consequences - with bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)		25
163	Other lasting consequences without bladder symptoms as defined above		30
164	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:			
165	No limitation of physical activity		3
166	Minor limitation of physical activity. Symptoms appear only during strenuous activity		20
167	Considerable limitation of physical activity. Symptoms also appear during low levels of activity		45
168	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,			



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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			
169	Loss of spleen		5
170	Loss of one kidney		10
171	Well-functioning transplanted kidney		25
172	Anus praeternaturalis		10
173	Minor incontinence (i.e. imperious urination, possibly defecation)		10
174	Expulsive incontinence		25
175	Abdominal hernia, inoperable		20
176	Loss of both testicles		10
177	Loss of both ovaries before menopause		10
178	Loss of both ovaries after menopause		3
179	Loss of one or both epididymides		3
180	Urethra stricture, if a bougie must be used		15
181	Impotence	Not covered	



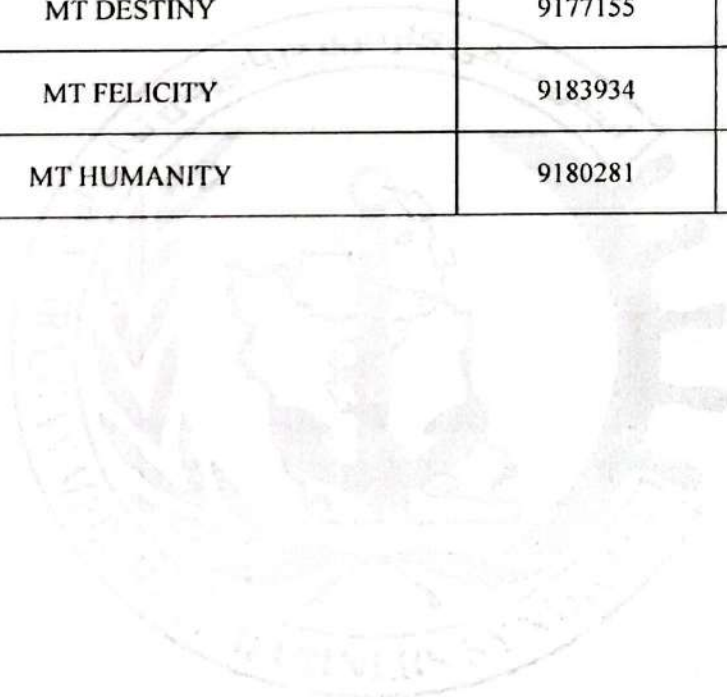
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APPENDIX 3
Ship's names and their minimum manning scale
(CBA Validity: 1st Jan 2022 to 31st Dec 2023)

No.	Ships' name	IMO No.	Minimum manning scale
1	MT NAROON	9079066	20
2	MT NASHA	9079107	20
3	MT NAVARZ	9079078	20
4	MT DESTINY	9177155	20
5	MT FELICITY	9183934	20
6	MT HUMANITY	9180281	20



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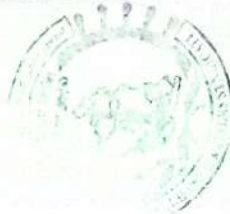
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APPENDIX 4
Minimum Wages and Allowances applicable from 01/Jan/2022 to 31/Dec/2023 (USD)

No.	Capacity (on board)	*Min. Monthly Wage	Daily Onboard Allowance	Monthly Onboard Allowance	** Monthly Overtime Allowance	Monthly leave pay Allowance	Monthly Leave Subsistence allowance	Total Wage and Allowances
1	Master	*	69	2070	1564	552	144	5002
2	Ch/Off	*	55	1650	1246	440	144	3814
3	2nd/Off	*	22	660	498	177	144	2872
4	3rd/Off	*	17	510	385	137	144	2553
5	Cat/Off	*	15	450	340	120	144	2375
6	Ch/Eng	*	66	1980	1496	528	144	4626
7	2nd/Eng	*	55	1650	1246	440	144	3814
8	3rd/Eng	*	22	660	498	177	144	2872
9	4th/Eng	*	17	510	385	137	144	2553
10	Jr/Eng	*	14	420	318	112	144	1550
11	ETO (1)	*	40	1200	907	320	144	3814
12	ETO (2)	*	30	900	680	240	144	2872
13	BSN	*	8	240	182	64	144	1500
14	P/M	*	8	240	182	64	144	1500
15	AB	*	6	180	136	48	144	1200
16	OS	*	4.5	135	102	36	144	847
17	FTR	*	8	240	182	64	144	1500
18	OLR	*	6	180	136	48	144	1200
19	WPR	*	3	90	68	24	144	847
20	Ch/Ck	*	8	240	182	64	144	1983
21	1st/Ck	*	6	180	136	48	144	1200
22	2nd/Ck	*	4.5	135	102	36	144	995
23	M/M	*	3.5	105	80	28	144	970

*Min. Monthly Wages, is defined in article 10.5 of this CBA.

** Monthly overtime allowance is calculated as specified in appendix 1.



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