

# Collective Bargaining Agreement (CBA)

1<sup>st</sup> January 2020 ~ 31<sup>st</sup> 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 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, 2010*, 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.(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.
- 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 If The Company use 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 ,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).
- 3.3 Each seafarer is entitled to have a copy of the SEA to which he has been a signatory.

- 3.4 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, 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 Seafarer's contract of employment, 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 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 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 National holidays, as per each vessel's flag registration, shall be treated as days off at sea or in port. If a national holiday is treated as a normal working day at the discretion of Master, then the missed holiday shall be compensated in a suitable manner.

#### **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 seafarers 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 4 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 Part of wages of Iranian Seafarer's on base of Iranian Rials Currency, which in this case , exchange rate of Central Bank of Iran to be considered . in addition amount to be remitted to seafarers bank account monthly .

**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. 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 IMMS shall notify and provide the company with latest enforced ITF list (specified in annexed document) of designated risk areas, along with their applicable benefits
- 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 seafarer's 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 Seafarer's 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 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. 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 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 next of kin.

**Article 14: Onboard Complaint Procedure**

- 14.1 The Company shall have a procedure for a fair, effective and expeditious handling of seafarer's 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 28 days' 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 28 days' notice:

- 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; 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. (Ref to appendix 3) 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 employed on temporary basis 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**

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 30 Kg.
- e) When vessel in Iran and seafarer on a domestic trip transport of the seafarer's personal effects up to 20 Kg.

#### **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.

22.2 Seafarers should have access to free calls 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 pay annually 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 3.

**Article 28: probationary Service**

28.1 The first 6 weeks of service during the first term of employment with 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 contract during this period. In such 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 15.5 shall not apply. In such and event compensation for premature termination of employment provided shall not apply.

**Article 29: Insurance Coverage**

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

**Article 30: Law and Arbitration**

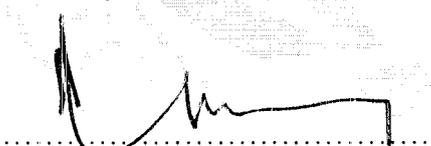
30.1 This CBA has been drafted in accordance with the MLC provisions and shall be governed by the laws of the I.R. of Iran and any dispute arising out of or in connection with the execution of this CBA shall be referred to the I.R. of Iran Judiciary system.

**Article 31: Language of CBA**

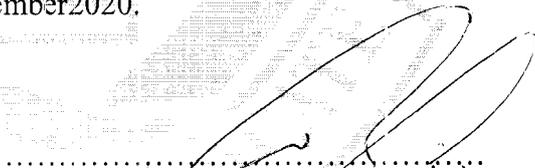
31.1 This CBA is written in both languages, English and Persian and in the event of any inconsistency or conflict. between the two aforementioned versions. the English version shall prevail in determining the spirit, intent, and meaning of this CBA.

**Article 32: Validity of the CBA**

32.1 This CBA consists of 32 Articles and 4 appendices and is prepared in three copies, all of which are considered as original, and was negotiated and signed and enter into force on 1<sup>st</sup> January 2020 and shall remain valid until 31<sup>st</sup> December 2020.



Signed on behalf of the IMMS  
Arman Jahan Biglari  
President



Signed on behalf of Company (Atlantic)  
Alireza Seyfari  
Managing Director and Member

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 maybe changed due to operational convenience of the ship. However, Seafarer can extend his/her contract up to 9 months by mutual agreement with the Company.

### 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 1.25 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 3300.00 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 months '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 104,866.00 USD
  - To each dependent child (maximum 4 under the age of 18) 20,947.00 USD
- b) Burial expenses shall be 5000.00 USD.

**Seafarers' welfare Fund**

With respect to the provisions of Article 27 of this CBA, the seafarers' welfare fund is 1.740.000 IR per year per seafarer covered by this agreement as specified in Appendix 3.

## 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:

- a) Senior officers 174,775.00 USD  
 b) Junior officers 139,820.00 USD  
 c) Ratings 104,866.00 USD

Note 1: Senior officers mean Master, Chief Officer, Chief Engineer and Second Engineer and ETO

2 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

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	
<b>1-2- Hand, Wrist</b>				
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	
<b>1-3- Arm</b>				
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	
<b>1-4- Elbow</b>				
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
<b>1-5- Shoulder</b>				
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	Luxaticacromio-clavicularis		5	
<b>1-6- Paralysis</b>				
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	
<b>2- Foot, Leg, Hip</b>				
<b>2-1- Foot</b>				
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	
<b>2-2- Leg</b>				
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 incarceration		5
108	Habitual luxation of kneecap		5
109	Loss of kneecap		5
110	Well functioning totally artificial kneecap		15
<b>2-3- Hip</b>			
111	Sacroiliac Amputation		70
112	Shortening of lower limb : Less than 2 cm		5
	: More than 2 cm		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
<b>2-4- Paralysis</b>			
116	Total paralysis of nervousfibularis		10
117	Total paralysis of nervousfemoralis		20
118	Ischiadiscusparesis - with good mobility		10
119	Ischiadiscusparesis - with poor mobility		30
120	Scar due to burn or seven trauma in lower limb		1-2
<b>B – The Head</b>			
<b>1- The Face</b>			
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
<b>2- The Brain</b>			
131	Brain death		100
132	Head Trauma without surgery and sequel		2
133	Head Trauma with surgery without sequel		5
<b>2-1- Dementia</b>			
134	Mild dementia		15
135	Mild-medium severe dementia		25
136	Medium severe dementia		50
137	Severe dementia		65
138	Total dementia		100

No	Disability	Percentage (%)	
		Left	Right
<b>3- The Eye</b>			
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	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:

<b>Decimal table</b>								
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	

<b>Fraction table</b>								
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
<b>4- Ears</b>				
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	
<b>2- Cervical Column</b>				
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	
<b>3- Other Parts of the Vertebral Column</b>				
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	
<b>4- Injuries to the Medulla Spinalis</b>				
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**  
**Ship's names and their minimum manning scale**  
**(CBA Validity: 1<sup>st</sup> Jan 2020 to 31<sup>st</sup> Dec 2020)**

No.	Ships' name	IMO No.	Minimum manning scale
1	POLARIS 1	9272694	14
2	QUEEN 1	8614467	14

## APPENDIX 4

Table 1: Minimum Wages and Allowances for Validity 1<sup>st</sup> January 2020 to 31<sup>st</sup> Dec 2020 (US Dollars)

No.	Capacity	Monthly Basic	Daily Basic	Monthly Overtime	Leave Pay For Public Holiday	Monthly leave pay	All Other Monthly Allowance	Total Wage and Allowance
1	Master	2364	79	1804	197	125	512	5002
2	C/O	1779	59	1357	148	94	435	3814
3	2/O	1312	44	1001	109	69	380	2872
4	3/O	1049	35	617	87	56	34	1843
5	C/E	2179	73	1662	182	115	487	4625
6	2 <sup>ND</sup> ENG	1779	59	1357	148	94	435	3814
7	3 <sup>RD</sup> ENG	1312	44	1001	109	69	380	2872
8	4 <sup>th</sup> ENG	1049	35	617	87	56	34	1843
9	ETO	1779	59	1357	148	94	435	3814
10	Bosun/Pump Man/Fitter	725	24	553	60	38	121	1498
11	AB/Oiler	625	21	368	52	33	115	1193
12	1 <sup>th</sup> Cook	625	21	368	52	33	118	1196
13	Steward /2 <sup>nd</sup> .cook	533	18	314	44	28	16	935
14	OS/ERR(JNR)	465	16	274	39	25	15	817