

SEAFARER'S EMPLOYMENT AGREEMENT (S.E.A) (Non-Iranian Employees)
(IMMS APPROVED)

1.0 Agreement

Agreement Number:	Place of Agreement:	Agreement Date:
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2.0 The Seafarer

First Name:	Surname :	Capacity:
Date of Birth:	Place of Birth:	PC Number:
Documents		
Passport No. : Date & Place of issue : Expiry date :	Seaman's Book (SID)No.: Date & Place of issue : Expiry date :	Medical Fitness Cert. No.: Date & Place of issue : Expiry date :
Address/Telephone Number/E-mail		
Next Of Kin		
Full Name :	Address/Telephone Number/E-mail:	

3.0 The Employer

Name: Kish Shipping Lines Manning Company as the "Employer" on behalf of Ship-owner or Ship-owner's Representative: Rahbaran Omid Darya Ship Management Company.	Address of Employer: Kish Shipping Building, opposite to Hazrat-e-Amir Mosque, Sanaei St., Kish Island, Iran. Address of Ship-owner or Ship-owner's Representative: No.523, First Floor, Asseman Tower, Pasdaran Street, Shahid Lavasani (Farmaniah) Junction, Post Box 19395-1377, Tehran-Iran.
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4.0 Period/ Place/Date/ of Employment

<p>4.1- Seafarer will be employed for a period of..... months on board of MV/MT , unless the agreement is terminated, or the ship is at sea at that point, in which event it will continue until arrival at the next convenient port that crew change could be done. This period includes shore/short leave granted by the Master. Period of employment may be extended up to maximum of "10" months by mutual agreement.</p> <p>4.2- Employer reserves the right to transfer to any other vessel owned, managed or chartered by the Employer.</p> <p>4.3- Seafarer home recorded with employer is{Seafarer's home is considered as the port where he joins a ship and in case if joining a ship abroad, the home should be considered as the airport that he leaves the country}.</p> <p>4.4- Date of employment will be the time seafarer leaves the home to join the vessel.</p>
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5.0 Applicable Collective Bargaining Agreement (CBA)

This agreement is subject to the Collective Bargaining Agreement between Iranian Merchant Mariners' Syndicate (IMMS) and the Employer dated 21.04.2017 .

6.0 Wages and Allowances

6.1- REMUNERATION:	
PARTICULARS	AMOUNT USD
BASIC WAGES	
LEAVE WAGES (Payable at the end of contract) *	
OTHER ALLOWANCE (sub leave, training and uniform)	
WELFARE FUND(SOCIAL SECURITY CONTRIBUTION)	
OVERTIME	
SENIORITY	
TRADE ALLOWANCE / TANKER ALLOWANCE	
MARKET ALLOWANCE	
CONTRACT COMPLETION ALLOWANCE(Payable at the end of contract) *	
TOTAL:	

* Leave wages shall be calculated on service period monthly/pro-rata basis (at least **2.5** days per month) and Contract Completion Allowance be paid after signing off the vessel.

6.2- All allowances and retirement benefits including Social Security benefits or ex-gratia payments or any other allowances are calculated and included in the above consolidated salary. The earnings are paid monthly in arrears with deductions made for any

personal expenses that the seafarer has incurred, such as cash withdrawals, slop-chest, communications, etc.

6.3- The Employer uses divisor **30** for all calculations related to payroll, that is, it consider each month to have **30** days and the daily wage therefore remains the same, regardless of the number of days in the month.

6.4- CASH ADVANCES ON BOARD:

The seafarer is entitled to receive at least **“7”** U.S. Dollars or equivalent from his wages for every day on board as partial payment and this amount will be paid in cash according to his working days by the master, if the seafarer does not collect the cash advance, then such amount will be included in the monthly payment.

6.5- ALLOTMENT:

Employer shall compute balance monthly payment to the seafarer which shall be remitted in due time and not greater than monthly interval, to the account of the person or persons nominated by the seafarer. Charges incurred for transactions of money / wages as per this agreement shall be reasonable and borne by the seafarer. The Seafarer must provide Company with full bank details at the time of joining, and the Employer accepts no responsibility for any delay in remittance of allotment as a result of incomplete or incorrect bank details provided by Seafarers.

6.6- BALANCE OF WAGES:

If this agreement is terminated or expired, the employer undertakes to settle the credit balance to seafarer account. Before signing-off of the seafarer from the vessel the master shall provide him with a written statement mentioning tenure of service and the amount of cash advance paid to him. The final settlement of wages shall not exceed two months after termination of the agreement by remitting into the Seafarer’s nominated bank account.

7.0 Terms & Conditions of Employment

Terms and conditions set out in the applicable Collective Bargaining Agreement (CBA), except as provided for in above paragraph 6 in respect of wages and allowances, and are applicable to this agreement.

8.0 Employer's Additional Provisions

The following would be considered as misconduct (breach of the seafarer employment obligations):

- 8.1-** Consumption of or bringing alcohol onboard;
- 8.2-** Gambling onboard;
- 8.3-** Acceptance of unaccounted commission / compensation from any party;
- 8.4-** Being involved in sale of ships' property / bonded store; and
- 8.5-** Carriage / consuming of unauthorized drug.

9.0 On-board Complaint Procedure

If the seafarer has a complaint regarding his employment, he should follow the ship-owner's complaint/Grievances procedure as set out in the ISM Manual.

10.0 Confirmation of the Agreement

10.1- The Seafarer:

I confirm that I had an opportunity to examine and seek advice on this agreement, including applicable CBA, before signing and have freely and voluntarily entered into this agreement with a sufficient understanding of my rights and responsibilities. I also Acknowledge receipt of the original Agreement letter and attest that no fee or any other charges have been requested from me for my recruitment or placement directly or indirectly, in whole or part.

Full Name of Seafarer:

Signature:



10.2- The Employer:

I confirm that the seafarer has been informed of their rights and duties under this agreement prior to or in the process of the seafarer's engagement onto the vessel.

Name of the Ship-owner or Ship-owner's Representative/Employer: **Capt. Reza Aghaei**

Signed & Stamped:

Distribution :

- * Original: Admin dept. Tehran
- * Original: The Seafarer
- * Copy : Ship’s File