

## Collective Bargaining Agreement (CBA)

01<sup>st</sup>Jan2022 ~ 31<sup>th</sup>Dec2022

(V4)

### 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 *Seafarers' Employment Agreement (SEA)* means the individual agreement signed by both the Seafarer and the Company at the time of the employment of the seafarer, setting out the terms and conditions of employment.
- 1.4 *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 *Ship* means a vessel on which the Seafarer in accordance with his SEA is employed by the Company.
- 1.6 *IMMS* means the *Iranian Merchant Mariners' Syndicate*, which is a signatory of this CBA. IMMS is affiliated with ITF and as such, CBAs signed by IMMS are endorsed by ITF.
- 1.7 *ITF* means the International Transport Workers Federation, and its headquarters is based in London.
- 1.8 *MLC* means *Maritime Labor Convention* adopted by the General Conference of the International Labor Organization (ILO) on 23 February 2006.
- 1.9 *ILO* means the *International Labor Organization*, and is a UN specialized agency.
- 1.10 *IMO* means the *International Maritime Organization*, and is a UN specialized agency.
- 1.11 *ISM* means the *International Safety Management* code as adopted by Resolution A741 (18) of IMO Assembly, as amended.
- 1.12 *ISPS* means the *International Ship and Port Facilities Security Code* as adopted by the IMO Assembly, as amended.
- 1.13 *STCW* means the *International Convention on Standards of Training, Certification and Watch keeping* for Seafarers, as adopted by the IMO Assembly in 1978, as amended.

- 1.14 *Place of engagement* means the city of the Seafarer's residence or place of employment as specified in the SEA.
- 1.15 *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.
- 1.16 *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.
- 1.17 *BasicWages* is the money paid to the Seafarer for his *normal working hours* as per the relevant SEA.

## **Article 2: Application**

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

## **Article 3: Employment conditions**

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

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

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

#### **Article 4: Non-Seafarers' Work**

- 4.1 Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or ITF Unions concerned and provided that the individual seafarers volunteer to carry out such duties, for which they should be adequately compensated. For the purpose of this clause "cargo handling" may include but is not limited to: loading, unloading, stowing, 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 Seafarer's contract of employment, provided that this act is lawful within the country it is taken.
- 4.3 For crew members' compensation for such work performed during the normal working week, as specified in Article 6, shall be by the payment of the overtime rate as 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. Upon the expiration of the mentioned period, the employment shall be automatically terminated based on the terms and conditions of this CBA at the time of arrival of the ship in the first convenient port.

#### **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 work performed onboard ship as specified in Appendix 1.
- 7.2 Details of work carried out 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 his/her employment.

## **Article 8: National Holidays**

- 8.1 National holidays for the purpose of this CBA are the days listed in Appendix 1, and 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 first normal working day or another suitable day shall be selected by Master as a day off.

## **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 English and the prevalent language of the ship's crew.
- 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 required, 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 and the seafarer shall receive a copy of the record pertaining to him/her which shall be endorsed by the Master or an authorized officer, and the seafarer.
- 9.8 Periods of rest shorter than 30 minutes are not counted as time of rest.

## **Article 10: Wages**

- 10.1 The wages of each seafarer shall not be less than the wage scale as provided in Appendix 3, and the only deductions from such wages shall be statutory and other deductions as specified in this CBA and/or other deductions as authorised by the seafarer. Wages will be paid in Iranian currency based on the exchange rate mentioned in the seafarer's SEA.
- 10.2 Seafarers' wages shall be computed and paid on monthly basis in accordance with the terms and conditions of the seafarer's SEA. An advance payment is payable onboard if so is required by seafarers. Seafarers shall be provided with an account of their monthly wages.
- 10.3 Company shall, taking into account current laws and regulations, provide a system enabling seafarers to remit part of their wages to person or persons nominated by the seafarers.
- 10.4 Any charges for the service under above paragraph shall be reasonable in amount and shall be borne by the seafarer.
- 10.5 It is duly noted that under no circumstances the consolidated wages for each rank may be less than the gross wage for that rank.

## **Article 11: Shorthand Allowance**

- 11.1 Where the ship complement falls short of the Company manning level, for whatever reasons, the basic wages of the shortage category shall be paid to the members of the crew who have undertaken the shorthand 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: Sailing into Warlike Operations Area / High Risk Area**

- 12.1 The Company shall make the list of ITF constituent information on warlike operations area and High risk area accessible to the seafarers while serving onboard ship.
- 12.2 At the time of the assignment the Company shall inform the seafarers if the vessel is bound to or may enter any warlike operations/high risk areas. If this information becomes known during the period of the seafarers' employment on the ship the Company shall advise the seafarers immediately.
- 12.3 If the vessel is bound to a warlike operations area, seafarers onboard shall have the right not to proceed to such area without risking losing their employment or suffering any other detrimental effects. In this event the seafarers shall be repatriated at Company's cost.
- 12.4 Seafarers' entitlements, if they agree to proceed 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 relevant 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 concerned 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 or lawful beneficiaries.

### **Article 14: Onboard Complaint Procedure**

- 14.1 The Company, observing national regulations as adopted on year 1394 on Iranian calendar by the Ministry of Labor, shall have a procedure for a fair, effective and expeditious handling of seafarers' complaints alleging breaches of the requirements of this CBA.
- 14.2 The onboard complaint procedure shall allow the seafarer to be accompanied or represented during the complaints procedure, as well as safeguards against the possibility of victimization of seafarers for filing complaints.

### **Article 15: Termination of Employment**

- 15.1 A seafarer's employment shall be terminated:
- a) Upon the expiry of the period of employment as specified in his individual SEA;
  - b) When signing off owing to sickness or injury, after medical examination in accordance with Article 18, or pursuant to Article 20; or
  - c) As a consequence of sinking or total loss of the ship.
- 15.2 The Company can terminate the employment of a seafarer by giving two weeks' notice:
- a) If the seafarer has been found to be in serious default of his employment obligations in accordance with Article 17; or
  - b) When the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.
- 15.3 A seafarer can also terminate his employment by giving two weeks' notice:
- a) For compassionate reasons when, during the course of a voyage, it is confirmed that his/her spouse, child or one of his/her parents has fallen seriously 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 of employment by a seafarer if, during the period of employment of the seafarer, the Company transfers the seafarer to another vessel belonging or related to the same owner/manager, on the same rank and wages and all other terms. There shall be no loss of earnings or entitlements during the transfer and the Company shall be liable for all costs and subsistence for and during the transfer.

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

#### **Article 16: Repatriation (to the place of engagement)**

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

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

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

#### **Article 17: Misconduct**

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

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

#### **Article 18: Medical Attention**

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

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

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 basic wages for the duration of sickness.

19.3 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: Maiming or Permanent Disability**

20.1 A seafarer who suffers maiming or permanent disability as a result of an accident whilst in the employment of the Company, in addition to sick pay is entitled relevant compensation according to the provisions of this Article.

20.2 The maiming or 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 a Forensic Medicine specialist shall be final and binding by both parties.

20.3 The Company is liable for the payment of compensation to the seafarer for maiming / permanent disability in accordance with Appendix 2 of this CBA.

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 injury to seafarers. 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: Death while in the Service**

21.1 If a seafarer dies whilst in the employment of the Company or during sickness period as specified in Article 19, through any cause other than those specified in 21.2, the Company shall pay the sums specified in the Appendix1 to his/her legal beneficiaries. Additionally, the Company should if possible transport, at its own expense, the body to the seafarer's home where practical and at the family's 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 and Amenities**

22.1 The Company shall provide accommodation, food and catering services, and recreational facilities and entertainment amenities, such as videos, books, sports and fitness facilities, 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 call linked to compassionate circumstances as per the provisions of Article 15.3(a).

#### **Article 23: Personal Protective Equipment**

23.1 The Company shall provide the necessary personal protective equipment for the seafarers 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.

## **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 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 For services provided by IMMS for seafarers and its supportive and administrative expenses, the Company shall annually pay IMMS a seafarers' welfare fund, as specified in Appendix 1, for each seafarer complementing the minimum safe Manning Document (MSMD) of vessels listed in Appendix 4.

## **Article 28: Insurance Coverage**

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

## **Article 29: Shipboard Bullying and Harassment**

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

## **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: Validity of the CBA**

- 31.1 This CBA consists of 31 Articles and 5 appendices and is prepared in three copies, all of which are considered as original, and was negotiated and signed on 01/01/2022 and shall enter into force on 01/01/2022 and shall remain valid until 31/12/2022.

**Signed on behalf of the IMMS**

**Captain Arman Jahan Biglari**

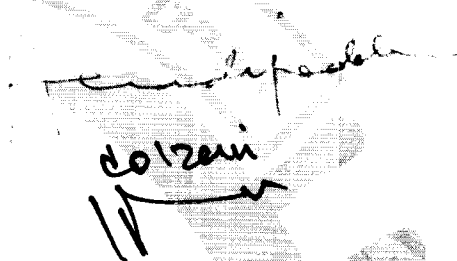
**Chairman of the board**



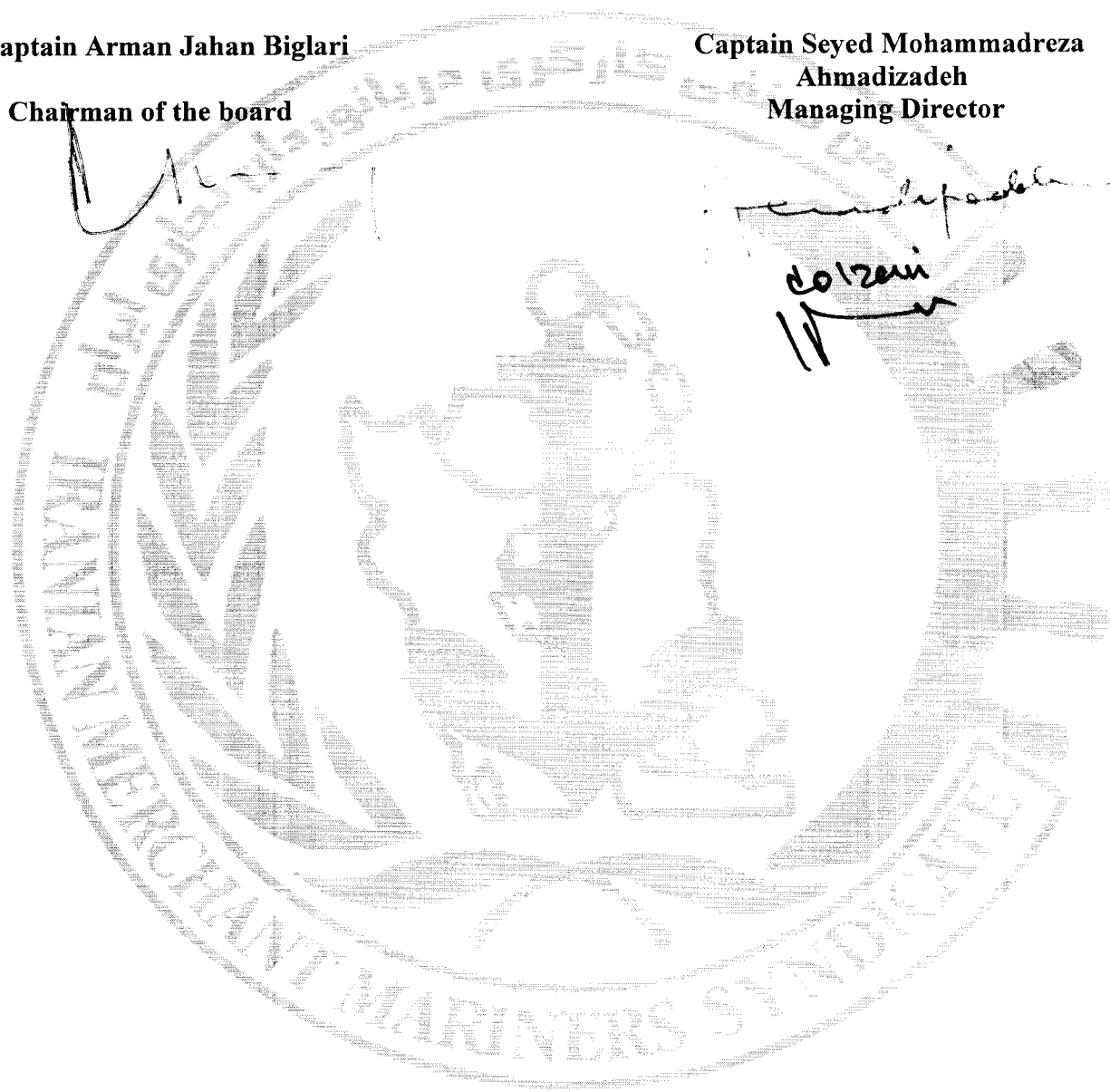
**signed on behalf of company (VSC)**

**Captain Seyed Mohammadreza**

**Ahmadizadeh  
Managing Director**



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## 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 individual seafarer's SEA but may be changed due to the operational convenience of the ship. However, the period of employment shall not exceed 9 months.

### Normal Working Hours

With respect to the provisions of Article 6 of this CBA and as specified in MLC2006 and based on Law of Labor of the Islamic Republic of Iran, 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 individual seafarer's SEA. However, the paid annual leave shall not be less than 2.5 days for each completed month of service.

### Overtime

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

- a) Hours worked in excess of the normal working hours are counted as overtime; and
- b) The hourly overtime rate shall be 1.40 times the normal working hour's 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, seafarers, if they agree to proceed to a warlike operations/high risk area, are entitled to the following:

- 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.

### Compensation for loss of Personal effects

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

## Indemnity against unemployment

With respect to Article 15.5 of this CBA, maximum indemnity against unemployment payable is two month's basic wages of the seafarer concerned, pro rata for the remaining days of the period of employment of the seafarer.

## Indemnity against Death in Service

With respect to Article 21 of this CBA;

- |    |                                                           |            |
|----|-----------------------------------------------------------|------------|
| a) | Death in service benefits shall be:                       |            |
|    | -To the nominated beneficiary                             | 110,000USD |
|    | - To each dependent child (maximum 4 under the age of 18) | 22,000USD  |
| b) | Burial expenses shall be                                  | 6,000 USD  |

## Seafarers' Welfare Fund

With respect to the provisions of Article 27 of this CBA, the seafarers' welfare fund is 2.900.000 IR (In Word: Two Million & Nine Hundred Thousand IR) per seafarer as specified in the minimum manning scale of the ships covered by this agreement.

## National Holidays

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

1. Christian New Year's Day 01/Jan
2. Commemoration of the Islamic Revolution in IRAN 11/Feb
3. Norooz (Persian New Year) 21/March
4. Nature Day 02/April
5. Imam Mahdi's Birthday
6. Anniversary Imam Khomeini's Demise
7. Martyrdom of Imam Ali
8. Eid-e-Fetr (End of Ramadan)
9. Day of Seafarers 25/June
10. Eid-e-Ghorban
11. Ashura
12. Arbaeen
13. Demise of Prophet Mohammad (pbuh)
14. Birth day of Prophet Mohammad (pbuh)
15. International Labor Day (1<sup>st</sup> of May)

Work carried out in other national holidays specified in Iranian calendar shall be paid for as work conducted overtime, and as such is stipulated in APPENDIX 4.

## APPENDIX 2

## Indemnity against permanent disability

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

|                    | 2022        |
|--------------------|-------------|
| a) Senior officers | 183,000 USD |
| b) Junior officers | 147,000 USD |
| c) Ratings         | 110,000 USD |

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

Note 2: The maximum indemnity payable for maiming / permanent disability in any incident/accident shall be 100%.

- 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                       | Luxatioacromio-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 incarcerations                                                                                      |  | 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 nervousofibularis                                                                                                         |  | 10  |  |
| 117                   | Total paralysis of nervousofemoralis                                                                                                         |  | 20  |  |
| 118                   | Ischiadiscusparesis - with good mobility                                                                                                     |  | 10  |  |
| 119                   | Ischiadiscusparesis - with poor mobility                                                                                                     |  | 30  |  |
| 120                   | Sear due to burn or seven trauma in lower limb                                                                                               |  | 1-2 |  |
| <b>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 demens                                                                                                                                |  | 65  |  |
| 138                   | Total dementia                                                                                                                               |  | 100 |  |

| No | Disability | Percentage (%) |       |
|----|------------|----------------|-------|
|    |            | Left           | Right |

| 3- The Eye |                                                                                      |  |     |  |
|------------|--------------------------------------------------------------------------------------|--|-----|--|
| 139        | Loss of one eye                                                                      |  | 20  |  |
| 140        | Loss of both eyes                                                                    |  | 100 |  |
| 141        | Loss of sight of one eye                                                             |  | 20  |  |
| 142        | Loss of sight of both eyes                                                           |  | 100 |  |
| 143        | Loss of sight of one eye with complications (e.g. glaucoma and/or contracted eye)    |  | 25  |  |
| 144        | Loss of sight of one eye with possibility of improvement via operation (reserve eye) |  | 18  |  |
| 145        | Double vision                                                                        |  | 10  |  |
| 146        | Double vision in outermost position                                                  |  | 3   |  |
| 147        | Loss of binocular vision (e.g. aphakia with visual power of at least 6/60)           |  | 15  |  |
| 148        | Aphakia with good contact glass function                                             |  | 8   |  |
| 149        | Total one-sided ptosis                                                               |  | 18  |  |
| 150        | Flood of tears                                                                       |  | 3   |  |
| 151        | Hemianopsia                                                                          |  | 40  |  |
| 152        | 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 |

| No | Disability | Percentage (%) |  |       |
|----|------------|----------------|--|-------|
|    |            | Left           |  | Right |
|    | 4- Ears    |                |  |       |

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

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

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

HH = Hearing handicap    CH = Communication handicap

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

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

### C- Neck and Back

#### 1-Vertebral Column

(Fracture of body of the vertebra without discharge of medulla spinalis or nerves)

| No  | Disability                                                                                        | Percentage (%) |       |
|-----|---------------------------------------------------------------------------------------------------|----------------|-------|
|     |                                                                                                   | Left           | Right |
| 155 | Minor Fracture With minor reduction of mobility                                                   | 5              |       |
| 156 | Medium severe fracture Without reduction of mobility                                              | 8              |       |
| 157 | Medium severe fracture With reduction of mobility                                                 | 12             |       |
|     | Very severe fracture or several medium severe fractures, possibly with formation of gibbus (hump) |                |       |
| 158 | Slight to some reduction of mobility                                                              | 15             |       |
| 159 | Very severe reduction of mobility                                                                 | 20             |       |
| 160 | If support (neck collar or support corset) is used                                                | 5              |       |
| 161 | Pain - local or transmitted to extremities                                                        | 2              |       |

#### 2- Cervical Column

|     |                                               |    |  |
|-----|-----------------------------------------------|----|--|
| 162 | Some reduction of mobility and/or local pains | 8  |  |
| 163 | If a supportive device (neck collar) is used  | 12 |  |
| 164 | Radiating pains - root irritating             | 12 |  |

#### 3- Other Parts of the Vertebral Column

|     |                                                    |    |  |
|-----|----------------------------------------------------|----|--|
| 165 | Back pains without reduction of mobility           | 5  |  |
| 166 | If a supportive device (corset) is used            | 8  |  |
| 167 | Back pains with some reduction of mobility         | 12 |  |
| 168 | Back pains with considerable reduction of mobility | 25 |  |

#### 4- Injuries to the Medulla Spinalis

|     |                                                                                                                                                   |     |  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|
| 169 | Total quadriplegia                                                                                                                                | 100 |  |
| 170 | Total Hemiplegia                                                                                                                                  | 100 |  |
| 171 | Mild but lasting consequences - without bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale) | 20  |  |
| 172 | Mild but lasting consequences - with bladder (possibly defecation) symptoms (objectively determinable neurological symptoms on a modest scale)    | 25  |  |
| 173 | Other lasting consequences without bladder symptoms as defined above                                                                              | 30  |  |
| 174 | Other lasting consequences with bladder symptoms as defined above                                                                                 | 35  |  |

| D- Heart and Lungs                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                          |                |     |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|-------|
| No                                                                                                                                                                                                                                                                                                                                                       | Disability                                                                                                                                                               | Percentage (%) |     |       |
|                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                          | Left           |     | Right |
|                                                                                                                                                                                                                                                                                                                                                          | Heart and lung ailments are assessed with regard to the limiting of the functional capacity caused by the ailment, applying the following division into function groups: |                |     |       |
| 175                                                                                                                                                                                                                                                                                                                                                      | No limitation of physical activity                                                                                                                                       |                | 3   |       |
| 176                                                                                                                                                                                                                                                                                                                                                      | Minor limitation of physical activity. Symptoms appear only during strenuous activity                                                                                    |                | 20  |       |
| 177                                                                                                                                                                                                                                                                                                                                                      | Considerable limitation of physical activity. Symptoms also appear during low levels of activity                                                                         |                | 45  |       |
| 178                                                                                                                                                                                                                                                                                                                                                      | Any form of physical activity produces symptoms, which can also be present during periods of rest                                                                        |                | 70  |       |
| Steps are taken to support the division into functions by means of objective measurements for lung function, such as the forced exhalation volume in the first second, FEV 1.0.                                                                                                                                                                          |                                                                                                                                                                          |                |     |       |
| Assuming that the case is one of permanent reduction of FEV 1.0.<br>FEV 1.0 of over 2 litres corresponds roughly to function group 1,<br>FEV 1.0 of 1.5-2 litres corresponds roughly to function group 2,<br>FEV 1.0 of about 1 litre corresponds roughly to function group 3, and<br>FEV 1.0 of about 0.5 litre corresponds roughly to function group 4 |                                                                                                                                                                          |                |     |       |
| E - Abdominal Cavity and Pelvis                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                          |                |     |       |
| 179                                                                                                                                                                                                                                                                                                                                                      | Permanent colostomy and ileostomy                                                                                                                                        |                | 100 |       |
| 180                                                                                                                                                                                                                                                                                                                                                      | Loss of spleen                                                                                                                                                           |                | 5   |       |
| 181                                                                                                                                                                                                                                                                                                                                                      | Loss of one kidney                                                                                                                                                       |                | 20  |       |
| 182                                                                                                                                                                                                                                                                                                                                                      | Loss of both kidneys                                                                                                                                                     |                | 100 |       |
| 183                                                                                                                                                                                                                                                                                                                                                      | Minor incontinence (i.e. imperious urination, possibly defecation)                                                                                                       |                | 25  |       |
| 184                                                                                                                                                                                                                                                                                                                                                      | Expulsive incontinence                                                                                                                                                   |                | 100 |       |
| 185                                                                                                                                                                                                                                                                                                                                                      | Abdominal hernia, inoperable                                                                                                                                             |                | 20  |       |
| 186                                                                                                                                                                                                                                                                                                                                                      | Loss of both testicles without child                                                                                                                                     |                | 70  |       |
| 187                                                                                                                                                                                                                                                                                                                                                      | Loss of both testicles with child                                                                                                                                        |                | 30  |       |
| 188                                                                                                                                                                                                                                                                                                                                                      | Impotence before 50 years old                                                                                                                                            |                | 50  |       |
| 189                                                                                                                                                                                                                                                                                                                                                      | Impotence after 50 years old                                                                                                                                             |                | 30  |       |
| 190                                                                                                                                                                                                                                                                                                                                                      | Loss of both ovaries before menopause with child                                                                                                                         |                | 10  |       |
| 191                                                                                                                                                                                                                                                                                                                                                      | Loss of both ovaries before menopause without child                                                                                                                      |                | 50  |       |
| 192                                                                                                                                                                                                                                                                                                                                                      | Urethra stricture, if a bougie must be used                                                                                                                              |                | 15  |       |
| 193                                                                                                                                                                                                                                                                                                                                                      | Impotence                                                                                                                                                                |                | 50  |       |

## APPENDIX 3

## Minimum Wages and Allowances for year 2022 (US Dollars)

| N o. | Capacity (on board) | Monthly wages | Daily wages | Monthly overtime* (for 103 hours) | Monthly paid leave** | Leave Pay For Public Holiday*** | Total |
|------|---------------------|---------------|-------------|-----------------------------------|----------------------|---------------------------------|-------|
| 1    | Master              | 1405          | 47          | 1072                              | 117                  | 83                              | 2677  |
| 2    | C/O                 | 1005          | 34          | 767                               | 84                   | 60                              | 1915  |
| 3    | 2/O                 | 634           | 21          | 484                               | 53                   | 38                              | 1208  |
| 4    | 3/O                 | 540           | 18          | 412                               | 45                   | 32                              | 1029  |
| 5    | C/E                 | 1400          | 47          | 1068                              | 117                  | 83                              | 2668  |
| 6    | 2 <sup>ND</sup> ENG | 1005          | 34          | 767                               | 84                   | 60                              | 1915  |
| 7    | 3 <sup>RD</sup> ENG | 632           | 21          | 482                               | 53                   | 37                              | 1204  |
| 8    | ETO                 | 1005          | 34          | 767                               | 84                   | 60                              | 1915  |
| 9    | Bosun               | 390           | 13          | 298                               | 33                   | 23                              | 743   |
| 10   | AB                  | 286           | 10          | 218                               | 24                   | 17                              | 545   |
| 11   | OS                  | 260           | 9           | 198                               | 22                   | 15                              | 495   |
| 12   | Fitter/ Repairer    | 350           | 12          | 267                               | 29                   | 21                              | 667   |
| 13   | Oiler / greaser     | 284           | 9           | 217                               | 24                   | 17                              | 541   |
| 14   | Cook                | 390           | 13          | 298                               | 33                   | 23                              | 743   |
| 15   | Steward             | 252           | 8           | 192                               | 21                   | 15                              | 480   |

It is duly noted that under no circumstances the consolidate wages for each rank may be less than the gross wage for that rank. Offshore vessels when on international voyages "out of Persian Gulf area" must be dealt as per APPENDIX 5.

\*Overtime is calculated at 1.4 the normal hourly rate in this CBA. (Ref: MLC A2.3.5(a) and B2.2.2) hence 103 hrs OT

\*\* Leave is 2.5 days per month at a rate of 1/30 the monthly basic wage (MLC A2.4)

\*\*\* Work performed on public holidays shall be compensated at the same rate over time (Ref: MLC B2.2.2)

**Ships' names and their minimum manning scale**

| No | Ships' name | VESSEL TYPE | IMO NO  | Flag | Minimum manning scale |
|----|-------------|-------------|---------|------|-----------------------|
| 1  | ARAZ        | SUPPLY      | 9644988 | IRAN | 8                     |
| 2  | AYNAZ       | SUPPLY      | 9683570 | IRAN | 8                     |
| 3  | DELNIA 1    | SUPPLY      | 9656785 | IRAN | 11                    |
| 4  | DELNIA 2    | SUPPLY      | 9656797 | IRAN | 11                    |
| 5  | KAREN 2     | TUG BOAT    | 9743100 | IRAN | 8                     |
| 6  | KAREN 3     | TUG BOAT    | 9743564 | IRAN | 8                     |
| 7  | KAREN 4     | TUG BOAT    | 9743576 | IRAN | 8                     |
| 8  | KAREN 5     | TUG BOAT    | 9859478 | IRAN | 8                     |
| 9  | KAREN 6     | TUG BOAT    | 9776339 | IRAN | 9                     |
| 10 | KAREN 7     | TUG BOAT    | 9822413 | IRAN | 8                     |
| 11 | KAREN 8     | TUG BOAT    | 9859480 | IRAN | 8                     |

**Minimum Wages and Allowances of the Unlimited Vessels on international voyages for year 2022(US Dollars)**

| No. | Capacity<br>(on board) | Monthly<br>wages | Daily<br>wages | Monthly<br>overtime*<br>(for 103<br>hours) | Monthly<br>paid<br>leave** | Leave<br>Pay For<br>Public<br>Holiday*<br>** | Total |
|-----|------------------------|------------------|----------------|--------------------------------------------|----------------------------|----------------------------------------------|-------|
| 1   | Master                 | 2082             | 69             | 1588                                       | 174                        | 123                                          | 3967  |
| 2   | C/O                    | 1344             | 45             | 1025                                       | 112                        | 80                                           | 2561  |
| 3   | 2/O                    | 1077             | 36             | 822                                        | 90                         | 64                                           | 2052  |
| 4   | 3/O                    | 1038             | 35             | 792                                        | 87                         | 62                                           | 1978  |
| 5   | C/E                    | 1892             | 63             | 1444                                       | 158                        | 112                                          | 3605  |
| 6   | 2 <sup>ND</sup> ENG    | 1344             | 45             | 1025                                       | 112                        | 80                                           | 2561  |
| 7   | 3 <sup>RD</sup> ENG    | 1077             | 36             | 822                                        | 90                         | 64                                           | 2052  |
| 8   | 4th ENG                | 1038             | 35             | 792                                        | 87                         | 62                                           | 1978  |
| 9   | E/O                    | 1077             | 36             | 822                                        | 90                         | 64                                           | 2052  |
| 10  | Bosun                  | 690              | 23             | 526                                        | 58                         | 41                                           | 1315  |
| 11  | AB                     | 618              | 21             | 472                                        | 52                         | 37                                           | 1178  |
| 12  | OS                     | 460              | 15             | 351                                        | 38                         | 27                                           | 877   |
| 13  | Fitter/ Repairer       | 690              | 23             | 526                                        | 58                         | 41                                           | 1315  |
| 14  | Oiler / greaser        | 618              | 21             | 472                                        | 52                         | 37                                           | 1178  |
| 15  | Wiper                  | 460              | 15             | 351                                        | 38                         | 27                                           | 877   |
| 16  | Cook                   | 618              | 21             | 472                                        | 52                         | 37                                           | 1178  |
| 17  | Steward                | 527              | 18             | 402                                        | 44                         | 31                                           | 1004  |

It is duly noted that under no circumstances the consolidate wages for each rank may be less than the gross wage for that rank.

\*Overtime is calculated at 1.4 the normal hourly rate in this CBA. (Ref: MLC A2.3.5 (a) and B2.2.2) hence 103 hrs OT

\*\* Leave is 2.5 days per month at a rate of 1/30 the monthly basic wage (MLC A2.4)

\*\*\* Work performed on public holidays shall be compensated at the same rate over time (Ref: MLC B2.2.2)