



Australian Government

Australian Maritime Safety Authority

WORK AGREEMENT

*(Navigation Act 2012, Section 54; Shipping Registration Act 1981 (SRA), Part VA Division 2;
Marine Order 11 (Living and Working Conditions on Vessels) 2015)*



Australian Government
Australian Maritime Safety Authority

WORK AGREEMENT

(Navigation Act 2012, Section 54; Shipping Registration Act 1981 (SRA), Part VA Division 2; Marine Order 11 (Living and Working Conditions on Vessels) 2015)

This Agreement is between:

.....
Name of seafarer

.....
Full address of seafarer

.....
Seafarer's date of birth or age¹

.....
Seafarer's place of birth – town and country

.....
Seafarer's home port

AND

.....
Name of seafarer's employer

.....
Full address of seafarer's employer

Vessel owner/operator* information

.....
Vessel owner/operator* full name

.....
Vessel owner/operator* full address

Capacity in which the seafarer is to be employed

Your work capacity on board the vessel is:

.....
specify job title

Place of work

You will be employed on board the vessel:

.....
name/callsign and IMO number of vessel

Applicable Collective Bargaining Agreement/Award/Enterprise Bargaining Agreement

Your employment on board the vessel is subject to the requirements of:

.....
name of agreement

A copy of this agreement must be available to you at all times when you are on board the vessel.

Wages

Your wages will beper month/week* in accordance with your collective bargaining agreement/award/enterprise bargaining agreement*

Overtime

(tick one)

Overtime hours will be paid at a rate of**OR**

Overtime rates are contained within your collective bargaining agreement/award/enterprise bargaining agreement*

Entitlement to leave²

(tick one)

You are entitled to take working days as paid leave in each year month of employment, **OR**

Leave entitlements are contained within your collective bargaining agreement/award/enterprise bargaining agreement*

Period of Work Agreement

(tick one)

This work agreement is for the duration of the voyage commencing on/...../20..... from the port of

..... to and ending no later than
port of departure port of destination hours/days/weeks

after arrival at this port.

OR

This work agreement is for a period commencing on/...../20..... and ending on/...../20.....

OR

This work agreement is for an indefinite period commencing on/...../20.....

*delete as appropriate

¹Normally the date of birth should be inserted in full. If the seafarer's date of birth is unknown, the seafarer's estimated age may be inserted.

²If the vessel is registered in the International Register and the seafarer will be working on board the ship when it is used to engage in international trading, this Agreement must provide that the seafarer is entitled to at least 2.5 days of paid annual leave for each month of service on board the vessel. Refer to section 61AF of the SRA.

Termination of this agreement This work agreement may be terminated

- by the owner of the vessel named above; or
- by the seafarer for justified reasons; or
- because of illness, injury or other medical condition for which the seafarer must be repatriated and is medically fit to travel; or
- because of wreck or foundering; or
- where the seafarer is no longer able to carry out their duties under this work agreement; or
- where the seafarer cannot be expected to carry out their duties in specific circumstances.

Notice period for Termination Subject to the *Fair Work Act 2009* or any collective agreement applying to this vessel, the seafarer or the employer must

- Give at least 7 days notice to terminate this work agreement.

However the seafarer may give less than 7 days notice of the termination for

- Compassionate reasons, or
- Other urgent circumstances recognized in the work agreement.

Repatriation The seafarer is entitled to repatriation, at the expense of the owner, in any of the following circumstances:

- The seafarer has worked continuously on the vessel for at least 11 months.
- This work agreement expires at the end of the notice period in this work agreement;
- This work agreement is terminated (see above);
- The owner of the vessel is unable to fulfil his or her legal or contractual obligations to the seafarer as an employer because of:
 - insolvency; or
 - sale of the vessel; or
 - change of the vessel's registration; or
 - unforeseen circumstances beyond the owner's control
- The vessel is on its way to a war zone to which the seafarer does not consent to go
- In the event of termination or interruption of employment;
 - in accordance with an industrial award; or
 - in accordance with a collective agreement.

The entitlement to repatriation entails transport by:

..... to

means of transport *name of home port/repatriation destination*

NOTE: The seafarer may not be entitled to repatriation at the expense of the owner in circumstances where the seafarer has been dismissed on disciplinary grounds or has breached their obligations under this Agreement. In such circumstances the owner will still be liable to repatriate the seafarer but is entitled to recover from any wages due to the seafarer the cost of doing so.

Repatriation for seafarers under 18 years In addition to the previous section, if the seafarer is under 18 years the seafarer is also entitled to repatriation at no cost to themselves if the seafarer has worked on a regulated Australian vessel for at least 4 months on their first foreign voyage and are unsuited to a life at sea.

Repatriation will be from the first port of call where there are Australian consular services to the home port specified in this Agreement.

Health and Social Security entitlements Health and social security benefits are provided to the seafarer by the owner of the vessel:

(tick one)

The above named vessel is subject to the *Seafarers Rehabilitation and Compensation Act 1992*;

OR

Name of Insurance/ P&I Provider.....

Evidence of benefits/insurance policy must be available on board the vessel.

Dispute resolution³ Should a situation arise where the seafarer wishes to make a complaint regarding any matter arising as a result of this agreement, the seafarer may raise this matter with their supervisor or the Master of the vessel. The seafarer cannot have adverse action taken against them as a result of making a complaint and has the right to be accompanied by an independent person at all times.

Right to seek advice The seafarer is advised that they have the right to seek advice before signing this agreement and no adverse action can be taken against the seafarer as a result of seeking that advice.

.....

Seafarer's signature *Signature of employer or employer's representative (State position held)*

.....

Place where this agreement is entered into *Date when this agreement is entered into*

³If the vessel is registered in the International Register and the seafarer will be working on board the ship when it is used to engage in international trading, this Agreement must provide a dispute resolution procedure in accordance with section 61AG of the SRA.

*delete as appropriate