

CMAC 船员就业协议（推荐版） CMAC Seafarers' Employment Agreement

甲方（船方）：\_\_\_\_\_ 乙方（船员）：\_\_\_\_\_

Party A (Shipowner): \_\_\_\_\_ Party B (Seafarer): \_\_\_\_\_

国籍：\_\_\_\_\_ 出生日期：\_\_\_\_\_

Nationality: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

住所地：\_\_\_\_\_ 出生地：\_\_\_\_\_

Address: \_\_\_\_\_ Place of birth: \_\_\_\_\_

邮编：\_\_\_\_\_ 住所地：\_\_\_\_\_

Postal code: \_\_\_\_\_ Address: \_\_\_\_\_

法定代表人：\_\_\_\_\_ 护照号：\_\_\_\_\_

Legal representative: \_\_\_\_\_ Passport No. \_\_\_\_\_

联系人：\_\_\_\_\_ 海员证号：\_\_\_\_\_

Contact person: \_\_\_\_\_ Seaman' Passport No.: \_\_\_\_\_

联系电话：\_\_\_\_\_ 联系电话：\_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

中国境内受送达人：\_\_\_\_\_ 最近亲属：\_\_\_\_\_

The addressee in China: \_\_\_\_\_ next of kin: \_\_\_\_\_

住所地：\_\_\_\_\_ 住所地：\_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

电话：\_\_\_\_\_ 电话：\_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

为维护甲、乙双方的合法权益，依照现行有效的《2006年海事劳工公约》、《中华人民共和国海事劳工规则》和《中华人民共和国海员外派管理规定》等有关内容，就甲方聘用乙方到其所属/光租/管理/经营的\_\_\_\_\_轮担任\_\_\_\_\_（职务）工作，双方协商达成如下协议：

With a view to protecting the legitimate interests and rights of both Party A and Party B and in accordance with the Maritime Labour Convention 2006, the Regulations of the People's Republic of China on Maritime Labour and the Provisions of the People's Republic of China on the Administration of Overseas Assignment of Seafarers, both Parties entered into the following Agreement in respect of Party A employing Party B in the capacity of \_\_\_\_\_ on board MV \_\_\_\_\_ which is owned/bareboat-chartered/managed/operated by Party A.

第一条 协议期限

Article 1 Agreement Period

经双方协商，同意使用以下第\_\_\_\_\_种作为本协议的期限：

Both Parties agree to adopt the following No. \_\_\_\_\_ Period as the Period for this Agreement:

(一) 固定期限: 甲方对乙方的聘用期限为\_\_\_\_\_个月。船员在船连续工作期限一般不超过八个月。因船舶停靠港口或者航行的航线不方便更换船员的, 工作期限可适当提前或者延后两个月。延长期间内乙方基本工资增长\_\_\_\_\_%。

1. Definite Period: Party B will be employed by Party A for a period of \_\_\_\_\_ month(s). In general, the period Party B works continuously on board shall not exceed 8 months. In case it is not convenient for Party B to sign off in the port(s) the ship calls at during the voyage, the employment period may be terminated 2 months in advance of or behind the agreed date of expiry. During the postponed period, the basic wages of Party B shall be increased by \_\_\_\_\_ %

(二) 无固定期限: 聘期从\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起。双方均有权终止协议, 但需提前至少\_\_\_\_\_天(注: 横线内填写的天数不得少于7天, 建议填写30天)预先通知对方。

2. Indefinite Period: The commencement of the employment period shall be from the date of \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year). Both Parties are entitled to terminate this Agreement, provided that a notice of at least \_\_\_\_\_ days (a minimum of 7 days to be inserted, advice 30 days) should be made to the other Party.

(三) 以航次为期限: 从\_\_\_\_\_起, 到\_\_\_\_\_止。航次航行至目的港后, 以\_\_\_\_\_作为该协议期限结束之标志。

3. Voyage Period: commencing at \_\_\_\_\_, terminated at \_\_\_\_\_. After arrival at the port of destination, this Agreement shall be deemed to expire when \_\_\_\_\_.

## 第二条 航行区域

### Article 2 Trading Area

乙方服务的船舶应在\_\_\_\_\_航区航行, 如需要改变航区, 应事先与乙方的服务机构及乙方商量。

The ship Party B serves on board shall sail within the trading area of \_\_\_\_\_. In case the trading area is to be modified, consultation should be made in advance with Party B and his recruitment and placement service.

如果乙方所服务的船舶需要驶往战区、可能严重威胁生命的传染疾病疫区, 甲方需要征得乙方同意, 并可向乙方支付特殊津贴。如果乙方拒绝前往, 甲方应当安排该船员遣返并支付遣返费用。

In the event it is necessary for the ship on board which Party B serves to be bound for a war zone or an affected area with serious life-threatening infectious diseases, Party A shall obtain the consent of Party B and may pay to him special allowances. If Party B refuses to go, Party A shall arrange repatriation for Party B and pay the cost of repatriation therefor.

如果船舶驶经海盗活动区域, 甲方应及时通报信息, 与乙方协商, 并参照国际组织或国家有关法律规定执行。

In the event the ship is trading to a pirate-infested area, Party A shall disclose such information in time and consult with Party B, and shall take measures in pursuance of relevant legal provisions of states and international organizations.

### 第三条 工资报酬

#### Article 3 Wages and Payments

甲方应当按本协议约定的时间按时向乙方支付工资报酬。乙方工资报酬包括基本工资和额外报酬两大部分。额外报酬包括加班费、带薪休假金（从乙方离开中国之日起）、奖金、津贴及其他额外报酬等。

Party A shall pay in time the wages and payments due to Party B at the agreed time in this Agreement. The wages and payments of Party B include basic wages and extra payments. The extra payments include overtime payments, paid annual leave (commencing from the date Party B left China), bonuses, allowances as well as other extra payments.

基本工资从乙方上船之日起至返回中国之日止按月计算，不足整月的按天计算。

The basic wages shall be paid monthly commencing from the day signing on the ship and terminating on the date returning to China, with the period of service less than a month to be paid on a pro rata basis.

加班费不低于每小时基本工资的 1.25 倍，乙方在法定节假日上班的，甲方应支付乙方基本工资日薪 3 倍的报酬。

The overtime payment shall be not less than one and one-quarter times the basic wages per hour, payments shall be not less than 3 times the daily basic wages when Party B works on Chinese statutory holidays.

工资报酬的具体名目及标准详见附件 1。

For the details of the specific items of the wages and payments and their criteria, refer to Attachment 1.

### 第四条 工资报酬的支付方式

#### Article 4 Methods of Payment

甲方于每月\_\_\_\_\_号支付乙方的基本工资。乙方基本工资分家汇和在船领取两种支付方式，家汇工资为\_\_\_\_\_美元 / 月，家汇帐户为：\_\_\_\_\_；其余工资在船领取为\_\_\_\_\_美元/月。

The basic wages of Party B shall be payable by Party A on \_\_\_\_\_ of every month. The payment of Party B's basic wages shall be in two ways: remittance to his family for the allotted proportion of USD \_\_\_\_\_ per month, account No. \_\_\_\_\_; the rest of the wages of USD \_\_\_\_\_ per month to be paid directly on board.

乙方应获得的加班费等额外报酬，甲方应采用美元支付。

The extra payments payable to Party B, such as overtime etc., shall be paid by Party A in US dollars.

### 第五条 工作时间和加班

#### Article 5 Working Hours and Overtime

乙方正常工作时间为每天不超过 8 小时，每周不超过 44 小时，超过 44 小时之外的工作为加班。每月加班不得超过 36 小时。

The normal working hours of Party B shall not exceed 8 hours per day, 44 hours per week; the working hours over 44 hours per week shall be overtime. The overtime per month shall not exceed 36 hours.

加班时间不足 1 小时的视为 1 小时，超过 1 小时不足 90 分钟的视为 1 个半小时，超过 90 分钟不足 2 个小时的视为 2 个小时，依次类推。

The overtime shall be deemed to be 1 hour if less than 1 hour, 1 and half hours if less than 90 minutes, and 2 hours if less than 2 hours, and so on.

船长认为影响船舶、旅客、全体船员或货物安全的紧急情况下所做的工作，或对处于危险中的其他船舶或人员所提供的救助不视为加班。

The work during an emergency which will, at the discretion of the Master, affect the safety of the ship, its passengers, crew or cargo, or the assistance rendered to other ships or persons in peril, shall not be deemed to be overtime.

## 第六条 休息

### Article 6 Hours of Rest

甲方应保证乙方最长工作时间在任何 24 小时时段内不得超过 14 小时并在任何 7 天时间内不得超过 72 小时。

Party A Shall ensure that maximum hours of work of Party B shall not exceed 14 hours in any 24-hour period, nor exceed 72 hours in any seven-day period.

甲方应保证乙方最短休息时间为任何 24 小时时段内不得少于 10 小时并在任何 7 天时间内不得少于 77 小时。

Party A Shall ensure that minimum hours of rest shall not be less than 10 hours in any 24-hour period, nor less than 77 hours in any seven-day period.

休息时间最多可分为两段，其中一段至少要有 6 小时且相连的两段休息时间的间隔不得超过 14 小时。

Hours of rest may be divided into no more than 2 periods, one of which shall be at least 6 hours in length, and the interval between 2 consecutive periods of rest shall not exceed 14 hours.

如法律另有规定，则按规定执行。

Other provisions shall be observed if law so requires.

## 第七条 休假

### Article 7 Leave

中国国内法定节日是全体公民放假的节日，甲方应安排乙方休假。法定节假日包括：新年元旦（1 月 1 日放假 1 天）、春节（农历除夕、正月初一、初二放假 3 天）、劳动节（5 月 1 日放假 1 天）、国庆节（10 月 1 日、2 日、3 日放假 3 天）、清明节（放假 1 天）、端午节（放假 1 天）和中秋节（放假 1 天）。

The national statutory holidays of China are the holidays for the general public, and Party A shall arrange leave for Party B. The statutory holidays include: New Year's day (January 1st, one day off), the Spring Festival (Chinese lunar new year's eve, the first and second days of the lunar new year, 3 days off), the Labor

Day (May 1st, one day off), the National Day (October 1st, 2nd and 3rd, 3 days off), the Ching Ming Festival (one day off), the Dragon Boat Festival (one day off), the Mid-Autumn Festival (one day off).

乙方除享有国家法定节假日外，还享有在船上每工作二个月不少于五天的带薪年假。

Party B, apart from having the national statutory holidays, is also entitled to a paid annual leave calculated on the basis of a minimum of 5 days per 2 months of employment.

#### 第八条 伙食费

##### Article 8 Victualling Allowance

乙方伙食费标准为每天不低于\_\_\_\_\_美元，具体的食物和物品供应依据甲方规定。

Party B shall be entitled to victualling allowance of not less than USD \_\_\_\_\_ per day. The specific food and provisions will be specified by Party A.

#### 第九条 劳保用品

##### Article 9 Personal Protection Equipment

甲方按附件 2 的标准，为乙方提供安全生产所必需的劳保用品。

Party A shall provide Party B with personal protection equipment necessary for working safety, as specified in Attachment 2.

#### 第十条 医疗和保险

##### Article 10 Medical Care and Insurance

乙方在协议期内受伤或生病，甲方负责承担治疗期内住院、治疗、食宿等一切费用，并发给基本工资。治疗期为：直至痊愈；或确诊为永久性疾病或者永久性残疾；或约定的治疗期届满。如果乙方故意隐瞒或不公开之前的医疗状况、伤残及雇用前的医疗史，将失去获得上述权利。

In case of injury or sickness of Party B during his employment, Party A shall be liable to bear all the costs such as hospitalization, treatment and accommodation etc. and shall pay the basic wages. The treatment shall terminate when he has recovered, or the injury or sickness has been declared of a permanent character, or the agreed period of treatment has expired. In case Party B intentionally conceals, or fails to disclose, his previous medical treatment, injury or disability as well as medical history before his employment, he shall not be entitled to the above rights.

乙方在被雇佣期间，包括上船或者遣返途中，因意外事故死亡或者遭受永久残疾的，甲方应当及时赔偿。

During employment of Party B, including on the way joining the ship or repatriation from the ship, Party B is entitled to adequate compensation from Party A for his death or permanent disability arising from an accident.

甲方应当向有声誉的船东互保协会或保险公司投保船东责任险或为乙方疾病、伤残、死亡投保一切人身意外伤害（包括疾病）险，并负责事后追偿。甲方保证将所有保险赔偿全额直接交付给,或经派出乙方的船员服务机构全额转交给,乙方或乙方的遗嘱或法定继承人。

Party A shall apply to prestigious P&I clubs or insurance companies to effect shipowner's liability insurance or to effect all personal accident (including sickness) insurances to cover the sickness, injury, disability or death of Party B, and shall be responsible for the claims. Party A shall ensure that all the insurance compensation will be paid in total directly to, or via Party B's recruitment and placement service, forwarded to, Party B or his testamentary successor(s) or heir(s) at law.

如乙方在协议期内死亡，甲方还应负责将海员的骨灰、个人财产运送回中国，付清乙方所有应得收入、返还遗物并支付丧葬费。

In case of Party B being deceased during the employment, Party A shall be responsible for repatriating to China his ashes, personal effects, pay off all payments due to him, return his belongings and pay the cost of burial expenses.

#### 第十一条 登船及遣返费用

##### Article 11 Costs of Joining and Repatriation

甲方负责乙方自离开国内居住地至上船地点因登船产生的费用，包括交通费和食宿费等。但因乙方原因发生弃船、漏船事件时，需自行承担上述上船费用。

Party A shall bear the costs of Party B commencing from leaving his domestic address to joining ship, including travelling expenses, accommodation and food expenses. The above costs shall be borne by Party B himself in case he abandons or misses the ship due to reasons on his own part.

甲方负担乙方下述情况的遣返费用：

Party A shall bear the costs of repatriation in the following circumstances:

就业协议到期；

The Employment Agreement expires;

乙方因病或因伤等合理理由提前结束本协议；

This Agreement is terminated in advance due to Party B's illness or injury or due to other reasonable ground;

因甲方原因提前结束本协议；

This Agreement is terminated in advance due to reasons on the part of Party A;

乙方不具备履行船上岗位职责能力需要遣返的；

When Party B is no longer able to carry out the duties in his capacity on board which renders his repatriation necessary;

船舶失事；

In the event of shipwreck;

航程中乙方配偶、子女或父母生命垂危或死亡；

The spouse, child or parent of Party B is dying or passes away during a voyage;

由于破产、变卖船舶、改变船舶登记或任何其他类似原因以致甲方不能继续履行其作为海员雇用者的法律或协议义务；

In the event of Party A not being able to continue to fulfil his legal or Agreement obligations as an employer of the seafarer by reason of insolvency, sale of ship, change of the ship's registration or any other similar reason;

船舶驶往战区和可能严重威胁生命的传染疾病疫区而船员不同意前往;

In the event of the ship being bound for a war zone or an affected area with searious life-threatening infectious diseases, to which the seafarer does not consent to go;

根据仲裁裁定或集体协议而终止或中断雇用,或出于其他类似原因终止雇用;

In the event of termination or interruption of employment in accordance with an arbitration award or collective agreement, or termination of employment for any other similar reason.

由于不可抗力造成的其它应当遣返的情况。

Other circumstances necessitating repatriation due to Force Majeure.

甲方不承担下述情况的遣返费用:

Party A shall not bear the costs of repatriation in the following circumstances:

乙方漏船、弃船;

Party B abandons or misses his ship;

根据国家法律或条例或适用的集体谈判协议, 船员出现严重失职、渎职等情况而被遣返。

Party B is repatriated after having been found, in accordance with national laws or regulations or applicable collective bargaining agreements, to be in serious default of the seafarer's employment obligations.

遣返费用包括乙方自离开其服务船舶回到遣返目的地所产生的交通费和食宿费等。甲方承担乙方个人行李 30 公斤运至遣返目的地的运输费, 超过部分的行李费用由乙方本人自理。

The costs of repatriation shall include travelling expenses, accommodation and food expenses that occur from leaving the ship he serves on board to the repatriation destination. Party A shall bear the cost of transporting 30 kg of the seafarers' personal luggage to the repatriation destination. The cost of the excess baggage shall be for the account of the seafarer.

乙方可以选择下列\_\_\_\_\_为遣返地点:

Party B may choose the following \_\_\_\_\_ as his repatriation destination:

(一) 船员接受招用的地点或者上船任职的地点: \_\_\_\_\_;

1. the place where Party B accepted the employment or joined the ship to take up his position: \_\_\_\_\_;

(二) 船员的居住地或户籍所在地: \_\_\_\_\_;

2. the place of residence or the registered permanent residence of Party B: \_\_\_\_\_;

(三) 船员与船东约定的地点: \_\_\_\_\_。

3. the place agreed by Party A and Party B: \_\_\_\_\_.

## 第十二条 船舶配员和规章制度的遵循

### Article 12 Ship's Manning and Observance of Regulations and Rules

甲方应当保证船舶处于适航状态(符合 IMO、ILO 公约标准)和配备有足够的、具有适任资格的船员, 以保证船舶安全操作, 维持必要的值班制度。在任何情况下, 配员不应低于有关主管机关依据相关国际公约和国家法规规定的最低安全配员标准。

Party A shall ensure that the ship is seaworthy (up to IMO and ILO convention standards) and manned with adequate and duly qualified seafarers, in order to maintain safe operation and necessary watch keeping of the ship. Under no circumstances shall the manning level be under the minimum safe manning standard set out by appropriate authorities in accordance with the provisions of relevant international conventions and national law and regulations.

乙方应诚实、守信，恪尽职守，服从船长或上级的合理指令，并遵守以下规定：

Party B shall abide by the instructions of the master or other superiors with honesty, good faith and due diligence, and shall observe the following requirements:

履行自己的岗位职责；

Properly perform his own duties required of his capacity;

不得持有任何违禁刀具或枪支弹药；

Do not keep any contraband knives, guns and ammunitions;

不得有吸毒、打架、酗酒、吵架等行为；

Do not abuse drugs and alcohol or start up fights or quarrels;

遵守雇主为船舶正常航行和停泊而制定的规章制度，包括安全制度。

Observe the rules and regulations (including safety regulations) formulated by the employer for the normal navigation and mooring operation of the ship.

### 第十三条 协议的解除和终止

#### Article 13 The Discharge and Termination of the Agreement

在以下情形下本协议解除或终止：

The Agreement shall be discharged or terminated in the following circumstances:

(1)本协议约定的期限届满；

1. the period agreed in this Agreement expires;

(2)乙方因病离船治疗而结束船上服务；

2. termination of Party B's service on board due to the medical treatment of his sickness ashore;

(3)因海难导致协议无法继续履行的；

3. this agreement being unable to be executed due to shipwreck;

(4)因船舶出售、航行无法继续而终止协议；

4. termination of this Agreement due to sale of the ship or her voyages being unable to be continued;

(5)因船舶不适航，并且船舶的缺陷永久不能得到修复，使船东不能继续履行协议约定的义务；

5. the inability of Party A to perform the obligations as agreed in this Agreement due to the unseaworthiness of the ship and its defects that could never be repaired;

(6) 船员工作于协议约定的某特定航线后，如果该特定航线发生了实质性变化，经过甲乙双方的协商，就调整航线无法达成一致意见的；

6. substantial changes have taken place regarding a specific voyage in which Party B's ship is engaged under this Agreement, and mutual agreement being unable to be obtained in choosing another voyage;

(7)根据相关国际公约和国家法律法规规定的其他解除和终止合同事宜。

7. other circumstances under which this Agreement is to be discharged and terminated in accordance with the provisions of relevant international conventions and national law and regulations.

#### 第十四条 终止协议时乙方的赔偿请求权

##### Article 14 Party B's Claims for Compensation When Terminating This Agreement

因船舶灭失或沉没而造成的协议终止，致使乙方失业，甲方应给予失业的赔偿，赔偿总额限于2个月的基本工资。

For the unemployment of Party B due to termination of this Agreement resulting from the ship's loss or floundering, the indemnity by Party A against such unemployment will be limited to 2 months' basic wages in total.

因下列原因致协议提前终止的，甲方除向乙方支付遣返费用外，还应向乙方支付解雇费，标准为：乙方在船工作不足6个月，发给2个月的基本工资；超过6个月，发给1个月的基本工资。如不可抗力作用导致乙方物品损害或灭失，甲方应予以赔偿，但数额不超过\_\_\_\_\_美元。

For the early termination of this Agreement, Party A shall, apart from the cost of repatriation payable to Party B, pay to Party B the compensation for his discharge, which is 2 months' basic wages when Party B's service on board is less than 6 months, or 1 month's basic wage when more than 6 months. If loss of, or damage to, Party B's personal effects occurs due to force majeure, an indemnity shall be paid by Party A, which will not exceed USD\_\_\_\_\_.

(1)因海难而必须终止协议的，甲方还应视情况为乙方安排必要的身体健康等检查；

1. this Agreement must be terminated due to shipwreck. Party A shall also arrange for necessary medical examination for Party B, where appropriate;

(2)因船舶出售、留置或航行无法继续而终止协议的，除非经乙方用人单位和乙方同意后安排乙方到甲方另一艘船舶继续履行协议。在这种情形下，乙方有权获得到另一艘船舶工作之前的基本工资；

2. this Agreement is terminated due to sale of the ship, her detention, or her being unable to continue her voyages, unless Party B is transferred to Party A's another ship to continue the execution of this Agreement with consent of Party B and his manning company that assigned him to Party A;

(3)因船舶被船级社、港口国或船旗国宣布为不适航船舶而终止协议的。

3. this Agreement is terminated due to unseaworthiness of the ship as declared so by her classification society, a port state or her flag state.

#### 第十五条 争议处理

##### Article 15 Settlement of Disputes

甲乙双方在履行协议过程中产生的争议，首先应由甲乙双方协商解决，乙方的服务机构或派遣机构有权代表乙方及家属出面协调。如果协商不成，凡因本协议引起的或与本协议有关的任何争议均应提交中国海事仲裁委员会，按照该会有效的仲裁规则适用中国法律进行仲裁。仲裁为终局裁决，对双方均有约束力。

Any disputes arising from the performance of this Agreement, shall, first of all, be settled through negotiation by Party A and Party B. The recruitment and placement service or the manning company of Party B and his next of kin are entitled to take part in the negotiation. If the negotiation fails, any dispute

arising from or in connection with this Agreement shall be submitted to China Maritime Arbitration Commission for arbitration which shall be conducted in accordance with the commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

#### 第十六条 协议文本及生效

##### Article 16 The Text of This Agreement and Its Entry into Force

除本协议条款外，本协议还适用《中国船员集体协议》（见附件3）。本协议正式文本及附件一式两份，各用中文和英文书就，甲乙双方各执一份，效力完全相同；副本两份，一份留存在乙方工作的船舶上，一份交乙方的服务机构或派遣机构收存。本协议自双方共同签署之日起生效，至协议双方规定的一切责任、义务履行完毕后结束。协议订立地点为\_\_\_\_\_。

Apart from the clauses of this Agreement, the clauses of the Collective Bargaining Agreement of Chinese Seafarers (refer to Attachment 3) are incorporated into, and as part of, this Agreement. The Agreement and its Attachments, both in Chinese language and English language, shall be in two original copies, for each Party to retain one copy, with their legal effect being identical. Two duplicates shall be prepared, for the ship on board which Party B serves to retain one copy, with another copy to be retained by the recruitment and placement service or the manning company of Party B. This Agreement shall come into force as of the date of signature by both Parties, and shall become null and void after all the duties and obligations of both Parties have been completed. This Agreement is signed at \_\_\_\_\_.

#### 第十七条 附则

##### Article 17 Supplementary Provisions

甲乙双方可以约定使用美元之外的其他合法货币单位。货币兑换率应根据支付地点和支付当时的主要市场汇率或官方公布的汇率,而不得对海员不利。

Party A and Party B may agree to a legal currency other than the United States dollars. The rate of currency exchange, in accordance with national laws or regulations, be at the prevailing market rate or the official published rate and not unfavourable to the seafarer.

甲方授权代表人签字：\_\_\_\_\_ 乙方签字：\_\_\_\_\_

(公司章)

signature of authorized representative by Party A signature of Party B

(company seal)

\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日      \_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日  
\_\_\_\_\_Y\_\_\_\_\_M\_\_\_\_\_D      \_\_\_\_\_Y\_\_\_\_\_M\_\_\_\_\_D

附件：

Attachments:

1.乙方每月工资报酬具体名目和标准

1. The Items and Criteria of Party B's Monthly Wages and Payments

2. 劳动保护用品最低标准

2. The Minimum Standard of Personal Protection Equipment

3. 《中国船员集体协议》

3. The Collective Bargaining Agreement of Chinese Seafarers

附件 1: 乙方每月工资报酬具体名目和标准

Attachment 1: The Items and Criteria of Party B's Monthly Wages and Payments

名目

Items

基本工资

Basic Wage

标准

Criteria

附件 2: 劳动保护用品最低标准

Attachment 2: The Minimum Standard of Personal Protection Equipment

序号

No.

品名

Name of Equipment

甲板部

Deck Dept.

轮机部

Engine Room Dept.

事务部

Catering Dept.

01

单工作服

Single layer working suit

02

防寒衣

Exposure suit

03

工作鞋

Work shoes

04

橡胶雨鞋

Rubber rain shoes

05

雨衣

Rain coat

06

安全帽

Safety helmet

07

棉手套

Cotton gloves

08

防护手套

Protective gloves

注：其中 4、5、6 三项发给海员使用，海员在离船时必须移交接班海员，如已不能使用需以旧换新。

Note: Items of No.04, 05 and 06 are kept for use by the seafarer who, when signing off the ship, must transfer them to the relieving seafarer. If no longer usable, they will be replaced new for old.

### 附件 3：《中国船员集体协议》

#### Attachment 3: The Collective Bargaining Agreement of Chinese Seafarers

#### 中国船员集体协议（A 类）

中国海员建设工会代表中国船员、中国船东协会代表中国船东，双方经平等协商就如下事宜达成本协议。

#### 第一章 总 则

第一条 为促进航运事业发展，建立协调稳定的劳动关系，保障中国船员的合法权益，促进中国船员体面劳动，根据国家相关法律法规，依照国际劳工组织（ILO）、国际海事组织（IMO）的有关公约，签订本协议。

第二条 本协议适用于中国籍船员、中国船东及中国船东管理的船舶和船员服务机构。

第三条 中国船员有权依照《中华人民共和国工会法》（以下简称《工会法》）的有关规定参加或者组织工会、正常开展工会活动。中国海员建设工会依法代表和维护船员的合法权益。

船东应当尊重中国船员依法参加、组织工会和开展工会活动的权利。

第四条 船东应当按照《中华人民共和国劳动法》（以下简称《劳动法》）、《中华人民共和国劳动合同法》（以下简称《劳动合同法》）、《中华人民共和国船员条例》（以下简称《船员条例》）等相关法律法规的规定与船员签订劳动合同，船员劳动合同中的劳动标准不得低于本协议的规定。

船东雇佣劳务派遣船员的，应确保该船员与有资质的服务机构、其他船东或相关单位签订劳动合同。

第五条 本协议所称船东是指船舶所有人或者其他已从船舶所有人处依法取得船舶营运权利，并承担相关责任和义务的组织或者个人。

本协议所称船员是指依照《船员条例》的规定经船员注册取得船员服务簿的人员，包括船长、高级船员、普通船员。

本协议所称船舶是指 500 总吨以上，从事国际或者港澳台航线航行的商船，不包括渔船、军事用途船舶、体育竞技船舶等。

本协议所称基薪，是指正常工作时间的报酬，它不包括加班报酬、奖金、津贴、带薪休假或任何其他额外报酬。

## 第二章 劳动合同及管理

第六条 船东招聘船员，应当遵循合法、公平、平等自愿、协商一致、诚实守信的原则与船员签订劳动合同，确立劳动关系。

第七条 劳动合同的文本应当在充分听取工会和船员意见的基础上制定，并提前交给船员，确保船员有充足的时间进行咨询和研究。

船东和船员约定的试用期应符合相关法律、法规规定。

第八条 船东单方面解除船员劳动合同时，应当事先通知船员所在单位的工会，工会有权代表船员就涉及船员利益方面的事宜向船东提出意见（或进行交涉），依法维护船员的合法权益。

第九条 船东应当依照有关法律法规实施劳动管理，建立劳动用工制度。

第十条 船员因工负伤或者患职业病经鉴定丧失或者部分丧失劳动能力的，船东不应违反国家有关规定单方面与其解除劳动合同。

第十一条 船员在船连续工作期限一般不超过八个月。因船舶停靠港口或者航行的航线不方便更换船员的，工作期限可适当提前或者延后两个月。船员在船工作满八个月后未能下船的视为逾期。船员在船超期服务的，船东从第九个月起应向船员支付额外的超期补贴。超期补贴额度不应低于船员基薪的10%。

## 第三章 劳动报酬、社会保险及福利

第十二条 船东应当建立和完善工资集体协商制度和工资支付保障制度，促进劳动关系的和谐稳定。

第十三条 船员的劳动报酬应当以货币形式支付，并不得低于本协议附件一所规定的标准。

第十四条 船东应当按合同约定的时间向船员支付劳动报酬，包括银行转账和家汇工资部分。船东应定期向船员提供月劳动报酬清单，该清单应包括劳动报酬结构和扣减内容。双方可自行约定清单签收方式。

第十五条 船东或船员用人单位应按法律法规的规定保证船员带薪年假和公休假期的权益。待派船员指船员按照劳动和社会保障法律法规关于劳动者休息时间有关规定以及集体合同、劳动合同关于休息时间有关约定全面行使休息权后，非因船员原因暂时无法上船工作的船员。待派船员的工资不低于用人单位所在地的最低工资标准。

第十六条 船东或船员用人单位应当按照国家法律法规的规定为其招募的船员办理养老保险、医疗保险、工伤保险、失业保险、生育保险等社会保险，以及双方约定的其他商业保险，并按时足额缴纳其应当缴纳的各项费用。

船员个人应当缴纳的社会保险费，由船东或船员用人单位按照法律法规的规定从其本人工资中代扣代缴。

第十七条 工会有权对船东缴纳社会保险费的情况实施监督。

#### 第四章 工作时间和休息休假

第十八条 船员在船期间，以每日工作八小时为依据施行综合计算工时制。

第十九条 船员综合计算工作时间超过法定标准工作时间的部分，应视为延长工作时间，并依法支付船员延长工作时间的工资。

第二十条 船员除享有国家法定节假日外，根据《船员条例》还享有在船上每工作二个月不少于五天的带薪年假。

第二十一条 国家法定节假日（元旦一天、春节三天、清明节一天、劳动节一天、端午节一天、中秋节一天、国庆节三天），应当按照《劳动法》的规定支付在船船员不低于其基薪 300% 的报酬。

第二十二条 船员在船连续工作八个月以上的，船东应当保证船员连续休息休假时间不少于四十天。船员超期服务的，连续休息休假时间相应延长。

第二十三条 安排船员超时加班的时间和休息时间的限制：

（一）在任何二十四小时时段内船员最长工作时间不应超过十四小时；且在任何七天时间内不应超过七十二小时。

（二）在任何二十四小时时段内船员最短休息时间不应少于十小时；且在任何七天时间内不应少于七十七小时。

（三）休息时间最多可分为两段，其中一段至少要有六小时，且相连的两端休息时间的间隔不应超过十四小时。

第二十四条 船员加班应当做记录，由船长或部门长负责，一式两份。此记录应当在每隔两周或更短的时间内交给船员认可。两份记录均需有船长或部门长及船员本人的签字，其中一份交船员本人保存。

第二十五条 有下列情形之一的，延长工作时间不受本第二十三条限制：点名，消防，救生训练，安全演习（以对船员的休息时间影响最小和不会造成疲劳的时间和方式进行），以及出于船舶、船上人员或货物的紧急安全需要，或者出于帮助海上遇险的其他船舶、人员的需要。

## 第五章 船舶配员及值班

第二十六条 船舶应当保证处于适航状态（符合 IMO、ILO 公约标准）和配备有足够的、具有适任资格的船员，以保证船舶安全操作，维持必要的值班制度。在任何情况下，配员不应低于有关国际公约和国家法规规定的最低配员标准。

第二十七条 当船上发生缺员时，顶替其工作的船员应该得到补偿。原则上，缺员应当尽快在下一个方便港口补足。

## 第六章 职业安全和医疗

第二十八条 船舶应建立职业安全和健康保护管理制度，并且应当配备常用药品、必要的医疗设备和设施以及经过专门培训并取得相应资格证的船员。

第二十九条 船东应当确保为其服务的船员得到职业健康保护，并且在一个安全和卫生的环境下生活、工作和培训，船员应当接受过职业安全和健康保护及防止事故的培训。

第三十条 船舶应当成立安全委员会，负责督查安全问题，选举安全代表参与船舶安全委员会，有效实施并促进职业安全和健康保护及防止事故的培训。

第三十一条 船东应当为船员提供充足的品质良好的劳动保护用品和必要的季节防护用品。

第三十二条 船东应当向船员提供健康保护，每年应按国家行业主管部门的体检标准为船员进行健康体检，建立船员健康档案。

第三十三条 船员在船期间发生伤病，船东应当及时安排必要的治疗（包括住院治疗），直至痊愈或者医院治疗期结束，并支付船员医疗费和食宿费。

第三十四条 船舶驶经战区船东应当为船员办理人身保险；船舶驶经疫区或者运输有毒、有害物质船东应当为船员办理健康保险，并提供相应的防护措施。

第三十五条 船东雇佣女船员的，应按照《中华人民共和国妇女权益保护法》和《女职工劳动保护特别规定》的要求，做好女船员的劳动安全卫生设施配备和劳动安全卫生知识培训。船东应按法律、法规规定做好女船员经、孕、产、哺“四期”保护工作，并按国家生育保险规定报销相关检查费用。

## 第七章 食品、居室、寝具和娱乐

第三十六条 船舶应当为在船船员提供以下物品：

(一) 符合 ILO 有关船员膳食标准的食物，并在提供食物时注意尊重船员的宗教信仰、社会习惯，并提供必要的餐具；

(二) 标准的卧室及用具；

(三) 洗衣设备；

(四) 符合国际公约规定标准的舱室面积和娱乐设施；

(五) 取暖和通风设备；

(六) 卫生设施；

(七) 照明设备；

第三十七条 船东在可行时，应为船员在船通讯提供方便条件。

第三十八条 船员的伙食费标准不低于附件二中规定的标准。

第三十九条 当食品和住所不是在本船提供时，船东应当负责提供品质良好的食品和住所。

## 第八章 服务于战区、疫区、海盗活动区域等危险区域

第四十条 如果船员所服务的船舶需驶往战区、可能严重威胁生命的传染疾病疫区或者海盗活动区域，船东应当及时向船员提供该地区的全面情报信息、本轮的航线和抵达港口，以及必要的防护措施和知识。

第四十一条 船舶需要驶往战区、疫区需要征得船员的同意，如果船员拒绝前往，船东应当安排该船员遣返并支付遣返费用。

第四十二条 船舶进入战区、疫区，船东应当每天向船员支付不少于一倍基薪的特殊津贴。不足五天的，至少按五天计算。

第四十三条 船舶驶经海盗活动区域，船东应参照国际规定，给予船员补偿。船员因海盗袭击受伤或死亡，应比照战区条款给予补偿或赔偿。

## 第九章 伤亡保赔

第四十四条 船员在船期间发生或者源于这期间工作而发生疾病或者受伤的，船东应当及时为船员安排治疗。治疗期为：直至痊愈；确诊为永久性疾病或者永久性残疾；约定的治疗期届满（双方约定的治疗期不应少于 6 个月）。

工伤的治疗期内船东应当负责支付船员的全部医疗费和全额在船工资。

在船生病的治疗期内，船东应按照国家法律法规的规定支付全部医疗费和不低于公休工资的工资。

第四十五条 船员在被雇佣期间，包括上船或者遣返途中，因意外事故死亡或者遭受永久残疾的，船东应当按照有关法律法规的相关规定和船员劳动合同的约定予以及时赔偿。

第四十六条 船东依法参加社会保险后，可以为在船船员的疾病、伤残、死亡向声誉良好的船东互保协会或者保险公司投保。

出险后船东应当负责追索保险赔偿金，并及时、全额转交船员或者死亡船员的继承人。

第四十七条 船员在船期间，包括上船或者遣返途中，发生死亡的，船东除应当支付赔偿外，还需付清该船员所有应得的收入，返还遗物，妥善安置骨灰或遗体。

## 第十章 遣返

第四十八条 船员在船工作期间，有下列情形之一的，可以要求遣返：

- （一）船员的劳动合同终止或者依法解除的；
- （二）船员不具备履行船上岗位职责能力的；
- （三）船员配偶、子女、父母死亡或病危的；
- （四）船舶灭失