

No. 8512

**AUSTRIA
and
YUGOSLAVIA**

Agreement concerning the regulation of employment of Yugoslav workers in Austria (with annexes). Signed at Vienna, on 19 November 1965

Official texts: German and Serbo-Croat.

Registered by Austria on 9 January 1967.

**AUTRICHE
et
YOUgoslavie**

Accord réglementant l'emploi de travailleurs yougoslaves en Autriche (avec annexes). Signé à Vienne, le 19 novembre 1965

Textes officiels allemand et serbo-croate.

Enregistré par l'Autriche le 9 janvier 1967.

[TRANSLATION — TRADUCTION]

No. 8512. AGREEMENT¹ BETWEEN THE REPUBLIC OF AUSTRIA AND THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA CONCERNING THE REGULATION OF EMPLOYMENT OF YUGOSLAV WORKERS IN AUSTRIA. SIGNED AT VIENNA, ON 19 NOVEMBER 1965

The Federal Government of the Republic of Austria and the Government of the Socialist Federal Republic of Yugoslavia,

Desiring, in the interests of both countries, to regulate the employment of Yugoslav workers in Austria, and

Considering that the authorities of the two countries should be given guidelines for the implementation of their intention,

Have for this purpose decided to conclude an agreement in the following terms :

Article 1

1. The Austrian Federal Ministry of Social Affairs (hereinafter called the Social Ministry) or its authorized agents shall transmit to the Federal Employment Bureau of Yugoslavia (hereinafter called the Federal Bureau) offers by Austrian employers for the employment of Yugoslav workers in Austria.

2. The offers referred to in paragraph 1 shall contain at least the following particulars : place of employment, name of employer, nature and duration of the specified employment, qualifications required and working conditions and wages.

Article 2

1. The recruitment of Yugoslav workers for employment in Austria shall be carried out by the Yugoslav employment service, which shall, according to its own procedure, make a selection from among the workers concerned in the light of the requirements of the situations offered. It shall arrange for the competent Yugoslav health service to carry out a medical examination of the workers and to issue a certificate in respect thereof according to the form set out in annex I.

¹ Came into force on 3 April 1966, the thirtieth day after the date of an exchange of notes indicating approval of the Agreement by the competent authorities of the Contracting Parties under their respective constitutional procedures, in accordance with article 17 (1).

2. Upon completion of the procedure aforesaid, the Federal Bureau shall notify the Social Ministry or its authorized agent when and where the Standing Commission to be established in pursuance of article 3 will carry out its work.

Article 3

1. An Austrian-Yugoslav Standing Commission shall be established. Not more than three members of this Commission shall be appointed by the Social Ministry or its authorized agents and not more than three members by the Federal Secretariat of Labour or its authorized agents.

2. The Commission shall determine whether the workers selected by the Yugoslav employment service meet the health and other requirements for the employment offered.

3. The Commission may for this purpose require that the workers be re-examined.

4. The final decision concerning which workers meet the requirements for the employment offered shall rest with the Commission.

5. The Commission shall, as required, meet at the places best suited for the performance of its functions.

6. The Federal Bureau shall ensure that premises and technical facilities are made available to the Commission for carrying out its work.

Article 4

1. Before his departure for Austria, the Yugoslav worker shall be given, as confirmation of the employment relationship which has been established and of the conditions of employment, and for the purpose of being signed by him, copies of the contract of employment drawn up according to the form set out in annex II and signed by the employer or his authorized agent.

2. The contract of employment shall be prepared in three copies in the German and Serbo-Croat languages, one copy to be given to the worker, one to the employer and one to the Yugoslav employment service.

3. The worker shall at the same time be given a certificate assuring him of the issuance of a work permit in Austria. The contract of employment may not be concluded for a period extending beyond the period of validity of the work permit.

Article 5

The competent authorities of the two Contracting States shall, in accordance with their domestic legislation, issue travel documents and visas that are valid at least during the period for which the contract of employment has been concluded.

Article 6

1. The Austrian component of the Standing Commission shall, on behalf of the employer, assume the travel costs of the Yugoslav workers from their place of residence in Yugoslavia to the place of employment in Austria, the payment of a cash sum for food commensurate with the length of the journey, the cost of the necessary medical examination and the cost of the Austrian visa, none of which costs may be deducted by the employer from the workers' wages.

2. The Standing Commission may by agreement establish a lump sum for the costs specified in paragraph 1.

3. Assumption by the employer of the return travel costs shall be subject to an agreement between the employer and the worker.

Article 7

The Social Ministry or its authorized agents may also transmit offers from Austrian employers to the Federal Bureau which relate to workers designated by name. These offers may include persons who are members of the families of workers already employed and persons who were previously employed by the same employer. The employment of these workers shall also be carried out according to the procedure provided for in this Agreement.

Article 8

The travel of Yugoslav workers to Austria shall be organized by the Austrian component of the Standing Commission after consultation with the Federal Bureau or the recruitment agency designated by it.

Article 9

1. The Yugoslav workers shall be entitled to all rights deriving from the employment relationship in the same way as Austrian workers.

2. The Yugoslav workers shall be entitled to the same rights and to the same protection as Austrian workers with regard to the application of the provisions of law on industrial safety and health protection, freedom of association and the organization of cultural and recreational activities.

3. The Yugoslav workers shall, in the event of labour disputes, have access to the competent Austrian administrative authorities on the same conditions as Austrian workers; they shall also, as provided in the agreements in force between the Contracting States, have access to the Austrian courts.

Article 10

A Yugoslav worker may, during his stay in Austria, conclude a new contract of employment with an Austrian employer.

Article 11

The Yugoslav workers shall be subject to Austrian compulsory social insurance on the same conditions as Austrian workers except in so far as the social insurance agreement between the Contracting States provides otherwise.

Article 12

If, through no fault of his own, a Yugoslav worker is unable to take up the employment agreed upon or if he becomes unemployed, the Austrian employment offices shall assist him in finding employment, suited to his abilities, under conditions no less favourable than those provided in the first contract of employment. Provision for food and shelter for the worker in the meantime and for the travel costs to his new place of employment shall be made by the Austrian component of the Standing Commission. The provision of such assistance shall not be a bar to claims by the worker against the employer for non-performance of the contract of employment.

Article 13

The Yugoslav workers may transfer their surplus earnings in Austria to Yugoslavia in free shillings or other freely convertible currencies.

Article 14

The Social Ministry shall make available to the Federal Bureau for the information of Yugoslav workers a leaflet setting out all the details which are of interest to them, as, for example, employment opportunities; the general regulations governing admission; working and living conditions in Austria; wages, taxes and social insurance; and the most important provisions of the labour laws. This leaflet and any changes therein shall be issued in the Serbo-Croat language.

Article 15

The Social Ministry and the Federal Secretariat of Labour, or their authorized agents, shall agree on the measures which are necessary for the application of this Agreement and shall endeavour to ensure that the prescribed procedure is expedited and, so far as seems appropriate, is simplified.

Article 16

1. At the request of either Contracting State, a Joint Commission may be established consisting of not more than five representatives from each side. Each delegation may be assisted by the necessary experts.

2. The Joint Commission shall consider how difficulties arising from the application of this Agreement can be resolved. It may in this connexion also deal with general questions to which the Agreement gives rise.

3. The Joint Commission may submit proposals on matters within its jurisdiction to the Governments of the Contracting States.

4. The Joint Commission shall establish its own rules of procedure and working methods. It shall meet alternately in Austria and Yugoslavia.

Article 17

1. This Agreement shall come into force on the thirtieth day following the date of the exchange of notes by which the Contracting States shall have notified each other that the Agreement has been approved by the organs competent under their domestic legislation to do so.

2. The Agreement is concluded for an indefinite period. Either Contracting State may terminate it by giving three months' notice.

IN WITNESS WHEREOF the plenipotentiaries of the two Contracting States have signed the present Agreement and have thereto affixed their seals.

DONE at Vienna, on 19 November 1965, in duplicate in the German and Serbo-Croat languages, both texts being equally authentic.

For the Federal Government of the Republic of Austria :

KREISKY

For the Government of the Socialist Federal Republic
of Yugoslavia :

Vjekoslav PRPIĆ

ANNEX I

MEDICAL CERTIFICATE

.....
 (Given name and surname)

is not suffering from symptoms which would give reason to suspect the presence of one of the quarantinable diseases within the meaning of the provisions of the International Sanitary Regulations. He was not exposed to infection by one of these diseases during the incubation periods specified in the International Sanitary Regulations. He is not suffering from open tuberculosis, venereal disease or symptoms indicating the presence of salmonellosis.

There is no knowledge of any conditions of an epidemic character which might support the assumption that the above-named person is capable of transmitting an infectious disease.

No bacteria of the genus *Salmonella* were detected in the stool.*

Date :

.....
 Examining physician

ANNEX II

CONTRACT OF EMPLOYMENT

Concluded between the employer

Represented by

And the worker

Born onResiding at

Marital status : single, married, widowed, divorced**

Clause 1

The employer undertakes to employ the worker as (specific nature of employment) at (place of employment) from but not before the date of arrival of the worker at the place of employment until

The worker undertakes to work for the employer during the period and at the employment aforesaid.

* The examination for bacteria of the genus *Salmonella* is required only in the case of employees of food-manufacturing or food-handling enterprises.

** Strike out whichever does not apply.

Clause 2

The worker will be employed on the same terms of remuneration and under the same conditions of employment as apply to Austrian workers in the same enterprise. He will be entitled to the same rights and to the same protection as Austrian workers with regard to the application of the provisions of law on industrial safety, health protection and freedom of association.

In so far as the employment relationship arising out of this contract is concerned, the minimum conditions of employment and the conditions of remuneration are those of the collective contract in force in the enterprise

between
and
dated

or of any new collective contract which may supersede the previous collective contract.

The gross remuneration in the enterprise per hour/day/week/month* is at present

S.....

In addition, the following rates will be paid, on the same conditions as to a comparable Austrian worker of the enterprise :

- (a) Overtime per hour (hourly pay, including supplement)
- (b) Night-work per hour (hourly pay, including supplement)
- (c) Sunday work per hour (hourly pay, including supplement)
- (d) Holiday work per hour (hourly pay, including supplement)

In the case of piece-work, the rates established will be such that the worker will earn, per hour/day,* for normal output under the conditions usual in the enterprise,

S.....

If, upon the commencement or in the course of employment, Austrian workers receive wages higher than the foregoing for the same work, the employer undertakes to pay such higher wages to the worker.

The employer is required, after deduction of the taxes and contributions prescribed by law, to pay the worker the net amount of wages at the times customary for the payment of wages in the enterprise.

Clause 3

Working hours (normal, overtime, night-work, Sunday work, holiday work) will be as laid down in the regulations governing the enterprise.

* Strike out whichever does not apply.

Normal working hours are at present hours per day/per week.*

Clause 4

The employer will provide the worker with suitable living accommodation.

Accommodation will be in single rooms/dormitories*

With not more than..... beds.

The worker will pay for accommodation, per day/week/month,*

S.....

The employer will provide the worker with suitable meals at the rate of

S..... per day/week/month*

The worker will provide his own meals*

Clause 5

The worker will be entitled to paid leave as laid down in the regulations governing the enterprise.

Clause 6

The worker will be entitled to special allowances paid to Austrian workers as laid down in the regulations governing the enterprise.

Clause 7

The travel costs of the worker from his place of residence in Yugoslavia to the place of employment in Austria will be payable by the employer. If the worker fails through his own fault to fulfil his contractual obligations to the employer, he will be required to refund the travel costs.

The employer will/will not* assume the return travel costs of the worker.

Clause 8

Conditions of employment under the terms of this contract will be governed by Austrian law. Claims arising out of this contract may be asserted only against the employer, and not against his agent. The Austrian labour courts will have jurisdiction over all disputes arising out of this contract.

Any supplementary agreements :

Place and date :

Place and date :

Signature of employer

Signature of worker

.....

.....

* Strike out whichever does not apply.