

Order no. 848 of 15 October 2002

## Order on the shipowner's obligation to enter into a written contract with the seafarer on conditions for employment<sup>1)</sup>

The following shall be laid down pursuant to section 3 and section 70 of the Merchant Shipping (Masters and Seamen's) Act, cf. Consolidated Act no 766 of 19 September 1995, as subsequently amended by section 1 of Act no. 277 of 8 May 2002, and upon authorisation from the Minister for Economic and Business Affairs:

### *Scope*

1. This Executive Order shall apply to employment relationships for persons covered by sections 1, 2 and 46 of the Merchant Shipping (Masters and Seamen's) Act (*sømandsloven*).

### *The shipowner's\* obligation to provide information*

2.-(1) At the commencement of the employment relationship or in connection with any changes in the employment relationship, the employer (hereafter referred to as the shipowner\*), or his proxy, shall inform seafarers in writing about all conditions applicable to the employment. This information shall cover at least the following conditions:

- 1) The identities of the shipowner\* and the seafarer.
- 2) The place of work indicating the name of the ship.
- 3) The capacity in which the seafarer is employed.
- 4) The date the seafarer shall commence in the capacity.
- 5) The date from which wages shall be calculated.
- 6) The amount of wages agreed.
- 7) What has been agreed on place of discharge and length of the period of notice. If the employment is of a temporary nature, this shall be stated.
- 8) Information on rights regarding holiday, holiday allowances and paid leave.

\* Throughout the translation the term "shipowner" is used to denote the Danish term "reder" for which there is no directly equivalent English term. The "reder" is the entity that operates the ship for its own account, typically the owner or demise charterer of the ship. Time and voyage charterers are not considered "reder".

9) The length of the seafarer's normal working day or week.

10) The collective agreements governing the seafarer's conditions of work. In the case of collective agreements concluded outside the undertaking by parties, the name of said parties within which the agreements were concluded shall be stated.

11) When the employment relationship is terminated, date of notice/resignation and date of cessation as well as the reason for the termination of the employment relationship shall be issued in writing.

(2) However, the provision of subsection (1) shall not apply to changes in the employment relationship which are solely due to amendments in the Acts or collective agreements governing the employment relationship.

(3) The obligation to provide information pursuant to subsection (1), nos. 6, 7, 8 and 9 shall be deemed fulfilled if the information is described in the legislation in force or is contained in a collective agreement covering the employment.

(4) If agreements completed pursuant to the guidance from the Danish Maritime Authority on the use of the Authority's form »Agreement/Crew list« are used, the obligation to provide information pursuant to subsection (1) shall be deemed to be fulfilled.

3. The provisions of this Executive Order may not be derogated from to the detriment of the seafarer in connection with individual or collective agreements.

#### *Penalty provision*

4.-(1) If the shipowner\*, or his proxy, has not fulfilled his obligation to provide information, the person in question shall be liable to a fine.

(2) Companies etc. (legal persons) may incur criminal liability according to the regulations in Chapter 5 of the Danish Penal Code (*straffeloven*).

#### *Entry into force etc.*

5.-(1) This Executive Order shall enter into force on 1 December 2002.

(2) Executive Order no. 365 of 9 June 1993 on the shipowner's obligation to enter into a written contract with the seafarer on conditions for employment shall be repealed.

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Translation: Only the Danish document has legal validity.

(3) With regard to agreements on employment relationships entered into before 1 December 2002 and which continue after 1 December 2002, the shipowner\* shall, no later than 1 January 2003, inform the seafarer in writing about any important conditions of employment as mentioned in section 2(1) which the seafarer has not already received in writing.

*The Danish Maritime Authority, 15 October 2002*

Niels J. Bagge

/Jørgen Løje Hansen

Official notes

<sup>1)</sup> This Executive Order contains provisions implementing Council Directive No. 91/533/EEC, Official Journal 1991 L 288 page 32.

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