

The Seaman's Rights and Duties

The Danish Maritime Authority

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Introduction

The Seamen's rights and duties are mainly established in the Seaman's Act.

It might be difficult to get an overview of the rules contained in the Seamen's Act. For this reason, the Danish Maritime Authority has, as a help to foreign seamen, made this booklet in which the rules of the Seamen's Act have been grouped in a clear way. Furthermore, a few other rules that deal with social and occupational health issues aimed at seamen have been included. The booklet is primarily aimed at foreign ordinary seamen, and therefore the specific rules that apply to masters and officers have not been included.

In this booklet, the expressions "seaman" and "seafarer" are used at random; but the two expressions mean the same.

This presentation is not exhaustive, but the Danish Maritime Authority hopes that this booklet might contribute to making the seaman want to read the Seamen's Act as such. Besides, the Act must be available on board all Danish ships since the seaman has a right to read it and it should be possible to exercise this right.

If you would like us to send you some of the material mentioned in this booklet, you can either call or write the Danish Maritime Authority or you can order the material on our internet homepage. Our telephone number, address and homepage can be found on the back cover.

The Danish Maritime Authority, 2001

In order to go to sea, you must have turned 16 and have:

Health Certificate

All seamen must have a valid health certificate. This means that after having been examined by a doctor, the person in question must have been declared fit for duty on board ship. Seamen younger than 18 must be examined every year, and seamen older than 18 must be examined every second year. At the examination the doctor must use a special medical certificate form approved by the Danish Maritime Authority. It is possible to download an English version of the medical certificate from our homepage on www.dma.dk. If the medical examination has been conducted outside Denmark the master of the ship will enter the result of the medical examination in the health certificate in according with the medical certificate.

A seafarer commencing service in a Danish ship shall hand over the health certificate to the master who shall retain it while the seafarer is serving on board.

Passport

If you are to do service on voyages abroad, you must have a passport.

Agreement

In connection with an employment offer, an agreement must be drawn up before you sign on, that is a written agreement between the seaman and the shipping company/master about the conditions of employment. Such an agreement must be in writing. The Danish Maritime Authority has published a form for an agreement/crew list, which has been printed on page 14. Both the seaman and the shipping company/master must sign the agreement.

The agreement must contain:

1. The identity of the ship owner and the seafarer.
2. The working place given as the name of the ship.
3. The position for which the seafarer has been employed.
4. The date when the seafarer is to commence his service.
5. The date when the employment begins.
6. The size of the agreed pay.
7. What has been agreed as to the place of discharge or terms of notice.
If the employment is of a temporary nature, it must be stated in writing.
8. Information about the seaman's rights in connection with holidays, holiday allowance or pay during holidays.
9. The standard daily or weekly working hours.

10. A specification of the collective agreement that regulates the work relationship. If parties outside the shipping company have concluded the collective agreement, the identity of these parties must be given.
11. When the employment is terminated, the date of discharge/dismissal and the date when the service is to terminate as well as the reason for the termination of the employment must be given in writing.

The information referred to in numbers 6 to 9 above can be evident from the legislation in force – for example holidays – or from a collective agreement – for example the size of the pay – that cover the employment and hence does not have to be written directly in agreement.

The seaman must receive a copy of the agreement. It is important that the agreement is kept carefully since it is the seaman's only proof of what has been agreed. Also when you have signed off, it is important to keep the agreement, for example if you contact the Danish Maritime Authority.

If the ship is bound for an area with malaria, malaria pills must be given to the seaman.

If vaccinations are required, the shipping company will inform the seaman about it.

Commencement of Service

When you commence your service on board, you must hand your discharge book and health certificate over to the master.

Pay

The seaman can require outstanding pay once a week when the ship is in port. He can require it paid in the local currency at the exchange rate of the day.

The seaman must receive a monthly statement of the pay earned plus allowances, the pay received as well as the exchange rate that has been used in connection with any payment in foreign currencies. Furthermore, it must be evident from the statement how much has been deducted for taxes, welfare duties, etc.

The Seaman's Duties

1. A seaman must obey orders that he receives while on duty.
2. A seaman must present himself on board in due time.

3. If, during shore leave or other absence from the ship, a seaman is unavoidably detained so that he cannot embark in due time, he must inform the master immediately.
4. If a seaman causes damage due to error or negligence while on duty, he must make up for such damage.
5. A seaman must exercise necessary caution during the performance of his work on board.
6. A seaman has a duty to contribute to preventing or limiting accidents on board.
7. A seaman must not, without permission from the master, take along goods for sale.
8. A seaman must not, without permission from the master, bring weapons or ammunition on board.
9. It is prohibited to bring narcotics or other hazardous poisonous substances on board.
10. If the ship is in danger, or if any other case of emergency arises, all seamen must offer their help – without being requested to do so.
11. A seaman must not bring disputes about payment or the contract of service as such before any foreign authority. Abroad, disputes can be brought before a Danish consul.
12. A seaman must let a doctor examine him when the master demands it.

Some of the Seaman's Rights

1. A seaman is entitled to protection and the protective equipment that is needed against accidents and exposure to effects harmful to health during work.
2. A seaman is entitled to good and sufficient food.
3. A seaman is entitled to at least 10 hours rest a day. The time of rest can be divided into a maximum of two periods, one of which must be of at least 6 hours. There must be a maximum of 14 hours between two rest periods. (From 1. July 2002 a seaman is entitled to at least 77 hours rest a week.)

A seaman who is younger than 18 must have a total rest period of at least 12 hours each working day, and the rest period must ordinarily be between 8 pm

and 6 am. If the seafarer is on watch, the rest period can be divided into a maximum of two periods, one of which must be of at least 8 hours between 8 pm and 6 am. Within every seven days and nights, young persons must have two days off on end. If necessary, the master can, however, postpone the weekly days off by later replacing them for the equivalent time off.

4. A seaman is entitled to go ashore in his spare-time when the ship is in port or at a safe anchoring place unless his presence is required on board, for example for safety reasons.
5. A seaman is entitled to bring things for his personal use to a reasonable extent.
6. A seaman may require the account of wages drawn up by the master to be referred to the Danish Maritime Authority.
7. If, while the ship is outside Denmark, a dispute arises between the master and the seaman about the account of wages or the contract of service as such, the issue may be referred to a Danish consul. The dispute must not be laid before a foreign authority.

Sickness during Service

If a seaman is taken ill, he is entitled to care, including medical help, either on board or ashore.

If a seaman wants to see a doctor, his wish must normally be met.

If a sick seaman is left abroad, he must be put in the care of a Danish consul.

A seaman is always entitled to free care in case of sickness. A seaman who is taken ill can be dismissed if the sickness prevents him from carrying out his work during a longer period of time.

If a seaman is dismissed due to sickness, he is entitled to a free home journey or a free journey to the place of engagement. A seaman who is dismissed due to sickness is normally entitled to sick pay from the shipping company for a period of up to 2 months. If the seaman is still sick at the end of the two-month period, he is then normally entitled to sickness benefit from the Danish Maritime Authority until a period of 18 weeks has passed calculated from the first entire day lost through sickness

The right to receive sickness benefit from the Danish Maritime Authority is conditioned upon the seaman having been affiliated to the Danish labour market for a constant period of 13 weeks immediately before the first entire day lost through sickness as well as conditioned upon the seaman having carried out work for at least 120 hours during these 13 weeks. These conditions do, however, not apply if the sickness is the consequence of an industrial injury.

In addition to medical care as such and any hospital treatment, including physiotherapeutic treatment and medicine, a seaman can receive a subsidy for chiropractic treatment and for some ordinary dental treatments abroad. The subsidy for dental treatments constitutes 50 per cent.

Pregnant Seafarers

A seafarer can demand to terminate service on board if it is documented in a medical certificate that she is pregnant and that it would not be safe for her to continue in her position on board. The same applies if, for the sake of herself, the approaching delivery or the child, it is regarded as necessary for her to cease working.

If it is not possible for the pregnant woman to receive the necessary medical attention in case of continued work on board, she can demand to terminate service after the expiry of the fourth month of pregnancy. After the expiry of the sixth month of pregnancy, the seafarer can always demand to terminate service.

The master must give a pregnant seafarer the opportunity of seeing a doctor for the necessary prenatal supervision in the first port where this is possible. According to the provisions in the Act on non-discrimination of men and women with regard to employment and maternity leave, etc., a ship owner/master is not entitled to discharge or dismiss a seafarer because the seafarer is pregnant.

A seafarer who is pregnant at the termination of service is normally entitled to pay from the shipping company, but only for a maximum of 2 months. In some cases, the seafarer is also entitled to receive benefits from the time when it is estimated that there is 4 weeks until delivery and for 24 weeks after delivery.

Discharge and Dismissal

At sea it is very important to know the difference between discharge and dismissal.

Discharge means termination of the contract of service with a certain notice.

Dismissal means termination of the contract of service (normally) without any notice.

Both the shipping company/the master and the seaman can affect discharge and dismissal.

Discharge

The seaman and the shipping company/master are free to agree on a term of notice when they conclude the employment agreement. What is agreed must be written in

the agreement. The only limitation is that they cannot agree on a shorter term of notice for the shipping company/master than for the seaman. If this has been agreed, this part of the contract is invalid.

If the seaman *does not have his home address in Denmark* or if has not signed on in Denmark, the employment can, however, be terminated with 7 days' notice or the agreed notice by either party so that the seaman terminates his service in a foreign port after all.

The Seaman's Right to Require Dismissal

A seaman can require dismissal in the following cases:

1. **If, after the signing on, it turns out that he can get a higher-ranking position on another ship than the one he has got.**
The seaman must pay his own home journey and the expenses in connection with the finding of another man.
2. **If, after the signing on, he can get another position of significant importance to him.**
The seaman must pay his own home journey and the expenses in connection with the finding of another man.
3. **If it is a matter of vital importance to him to terminate the service.**
The seaman must pay his own home journey and the expenses in connection with the finding of another man.
4. **If the ship is not seaworthy, or if the accommodation spaces present a danger to health, and if the defects are not remedied.**
The seaman is entitled to compensation of at least 2 months' pay and a free (home) journey.
5. **If the master does not see to it that the ship is subjected to a control survey if more than half of the hands demand it.**
The seaman is entitled to compensation of at least 2 months' pay and a free (home) journey.
6. **If the seaman has been maltreated on board, and the master has not offered him protection.**
The seaman is entitled to compensation of at least 2 months' pay and a free (home) journey.
7. **If a malignant epidemic prevails in a port at which the ship is to call.**
The seaman is entitled to have 75 per cent of the travel expenses to his home

address or place of engagement covered unless he is offered a similar position at another Danish ship at the place of discharge.

8. **If the voyage for which the seaman has signed on is significantly changed.**
The seaman is entitled to 1 month's pay and a free journey to the place of engagement – possibly to an agreed place of discharge.
9. **If the ship loses the right to fly the Danish flag.**
The seaman is entitled to compensation of at least 2 months' pay and a free (home) journey.
10. **If the ship is taken over by another Danish shipping company.**
The seaman is only entitled to his pay until the service is terminated, and he himself must pay his home journey, if relevant.
11. **If a seafarer is pregnant and if, for the sake of herself, the approaching delivery or the child, it is necessary for her to terminate the service.**
The seaman is entitled to her pay for a maximum of 2 months.

The Master's Right to Dismiss a Seaman

A master can dismiss a seaman in the following cases:

1. **If, due to sickness, he is prevented from carrying out his work for a longer period of time.**
The seaman is entitled to sick pay, care and a free (home) journey.
2. **If he suffers from a disease that presents a danger to those on board.**
The seaman is entitled to sick pay, care and a free (home) journey.
3. **If he is incompetent for his work.**
The seaman is only entitled to his pay until he terminates the service, and he is not entitled to a free home journey.
4. **If he is not on board in due time and the ship must leave or if it is necessary to engage somebody else instead of him.**
The seaman is only entitled to his pay until he terminates the service, and he is not entitled to a free home journey. If he fails to show up because of sickness, he is, however, entitled to sick pay, care and a free (home) journey, if relevant.
5. **If he grossly neglects his duty, for example through repeated disobedience or repeated drunkenness.**
The seaman is only entitled to his pay until he terminates the service, and he is

not entitled to a free home journey.

6. **If he is guilty of theft or any other serious crime.**

The seaman is only entitled to his pay until he terminates the service, and he is not entitled to a free home journey.

7. **If he hides anybody on board and the ship is consequently exposed to serious difficulties.**

The seaman is only entitled to his pay until he terminates the service, and he is not entitled to a free home journey.

8. **If he hides goods on board that are dutiable or that it is prohibited to export or import.**

The seaman is only entitled to his pay until he terminates the service, and he is not entitled to a free home journey.

9. **If he brings a dispute about the contract of service before a foreign authority.**

The seaman is only entitled to his pay until he terminates the service, and he is not entitled to a free home journey.

If the seaman is guilty of his dismissal, he is liable to pay the shipping company compensation for the expenses that are, by his actions, incurred by the ship in connection with the finding of a substitute. Normally, this means that the seaman must pay the substitute's travel expenses. Such compensation can, however, only be demanded to the extent that it is found reasonable in respect of the guilt demonstrated, the position of the seaman, the duration of the employment, and other circumstances.

Dismissal without any Reason

If a seaman is dismissed without any of the reasons mentioned above, he is entitled to at least 2 months' pay. Furthermore, he is entitled to a free journey to an agreed place of discharge.

The Seaman's Right to Terminate the Service in Case of War Risk, etc.

The seaman is entitled to terminate the service if the ship is bound for an area where

1. there is a risk that the ship will be seized by belligerents, suffer losses due to enemy action or be caught in a dangerous situation equivalent to this, or
2. such a risk has been considerably increased.

The seafarer does not only have the right to terminate the service when the ship is ordered to sail into an area where that is an actual danger of war but also in situations where the ship is ordered to sail into an area where there is a specific risk of robbery, piracy ect.

If, after having left port, the ship is ordered to sail to an area as mentioned under 1 above, the seaman has an unconditional right to terminate the service. This right applies regardless of the costs that may be incurred by the ship due to deviation or other things that must be done to ensure that the seaman actually terminates the service.

If the situation is such as mentioned in 2 above, the seaman is entitled to terminate the service if a connection ashore is established for another reason.

The master must inform the crew of the ship's schedule and changes to this.

The seaman must make his demand to terminate the service as soon as possible after the situation has come to his knowledge. After he has terminated the service, the seaman is still employed. If either the shipping company or the seaman wants to terminate the employment, the usual term of notice must be observed, regardless of what has been agreed about the port of discharge.

If the employment is terminated, the seaman is, in addition to pay during the period of notice and board and lodging at the place of discharge, entitled to have 90 per cent of his travel expenses to his home address or place of engagement covered unless he is offered an equivalent position on another Danish ship at the place of discharge.

Disagreement between the seafarer and the shipowner

The legislation concerning termination of the service are quite complicated and if the seafarer and shipowner are not in agreement it is finally the courts who rule on whether the seafarer could make use of the rules of the law in the given situation or not.

If the seafarer wants to terminate the service in a situation when the shipowner is not agreeing that the conditions of the law are fulfilled, and the seafarer is not able to pay the costs, the seafarer can request a guarantee system to pay expenses for the journey home. The system is established by the Shipowner's Association and the majority of the seafarer's organisations. All seafarers on Danish vessels are covered by the system.

If the seafarer wish to use this option the seafarer shall give notice to the Board of Contact by the union he or she is a member of or by the Shipowners Association.

The Seaman's Right to exemption from duty due to compelling domestic reasons

A seafarer is entitled to leave without wages in case of compelling domestic reasons such as sickness or accident making the seafarers immediate presence urgently necessary at home (force majeure). The seafarer must pay his own home journey and the journey back to the ship.

Loss of the Ship

If the ship is lost in a sea accident, or if it is declared irreparable after a sea accident, the contract of service is terminated immediately if nothing else has been agreed.

The seaman has a duty to take part in the salvage against pay and keep and to remain at the place to give evidence before a maritime court.

The seaman is entitled to the necessary clothing, a free home journey and pay for as long as he is unemployed as a consequence of the loss, but not for longer than 2 months.

Finally, he is entitled to compensation for lost or damaged possessions.

Occupational Health and Satisfaction on Board

1. The master and the officers on board have a duty
 - to plan and arrange the work so that it can be carried out in a fully secure way in terms of health and safety
 - to give the necessary instructions before the work is carried out.
2. The Danish Maritime Occupational Health Service has written a work manual that is available on all Danish ships. The manual contains, among other things, instructions of how to carry out the work without any health and safety risk – use the manual when you are to perform working processes that you are not acquainted with beforehand.
3. If you are working with chemical substances and materials, for example in connection with painting, cleaning in engine room and the like, you must read the workplace instructions before you start working. In the workplace instructions, the risks that are connected with the work with the substance or material are listed, and it is stated how you must act to prevent being taking ill in the short or long run.
4. Remember to use personal safety equipment when there is a need for this:
 - Hearing protectors when working in the engine room
 - Non-skid shoes/safety shoes
 - Fall prevention material when working in heights
 - Breathing masks dependent on the poisonousness of the chemical substances
 - Glasses, gloves, helmet, etc.
5. Make sure that industrial injuries are reported to the Danish Maritime Authority and the insurance company/National Board of Industrial Injuries.
6. Refuse if you feel unsecure or unsafe in connection with a coming task – talk to your safety representative about it.
7. Make sure that you personal hygiene is good and be aware of your own – and your colleagues' – health condition. The master and the chief mate are responsible for the health system on board and can consult Radio Medical for advice over the radio when there is a need for this. Use this service – also in connection with more innocent "trifles" that might develop into more serious diseases during long voyages at sea.
8. The Danish Maritime Authority has published a number of brochures on occupational health conditions and the health system on board. Ask for them and read them before you sail to sea – you are always welcome to contact the Danish Maritime Authority if you are in doubt.

Young Seaman below the Age of 18

For seafarers younger than 18, special rules apply to the work at sea with technical aids, substances and materials and other work presenting a danger to health and safety as well as rules concerning the professional development of the young person.

The Danish Maritime Occupational Health Service

It is the task of the Service

1. to increase the employees' health and safety both physically and mentally,
2. to prevent occupational health injuries, including industrial accidents, industrial diseases and attrition among the employees on Danish ships,
3. to create and improve the basis on which the safety organizations of the ships are enabled to solve health and safety issues by means of an organized occupational health work on board so that a healthy and safe occupational health can be maintained that is at any time in accordance with the technical and social development in shipping and in society, and
4. to establish an occupational health service that is to be advisory and consultative within health and safety issues in connection with work on board ships.

Explanation of Some Words

Dismissal/to dismiss covers the cases where the contract of service is terminated unilaterally and without observing the term of notice by the shipping company/master or the seaman. This means immediate termination of service where possible.

Deviation means change in the planned voyage of the ship.

Engagement means the conclusion of an employment agreement between a shipping company/master and a seaman about service on board a ship.

The place of engagement means the place where the seaman was staying when he concluded the agreement for service on board a ship.

Pay means wages.

Employment means having or having accepted work on board a ship.

Agreement means an agreement with the terms of employment on board a ship. Such an agreement must be in writing. The Danish Maritime Authority has published a form, Agreement/Crew list.

Crew mean all seafarers in service on board a ship, excluding the master.

National Health Service. There are special rules on the national health service for seafarers according to which the state represented by the Danish Maritime Authority, under certain circumstances and with certain limitations, pays the necessary expenses in connection with the seafarers' medical help, hospital treatment, medicine, etc. abroad. For the specific rules, see Order on the National Health Service for seafarers and others, at present Order no. 732 of 21 December 1982.

Discharge covers the cases in which the shipping company/master or the seaman requires to be released from the contract of service after the expiry of the term of notice stipulated in the Seamen's Act or in the individual agreement.

Care covers keep (board and lodging, including stays in hospital), medical help and medicaments (medicine, bandages, etc.).

Ship owner. See under "Shipping Company".

Shipping company means the seaman's employer. The person or the company responsible for the manning of the ship or the ships.

Sickness benefits are paid as a compensation for lost income in connection with incapacity for work caused by sickness/injury according to the rules in the Act on benefits in connection with illness.

Sickness pay means a specific pay to which the seaman is entitled if the contract of service is terminated because of sickness for as long as he is unfit for work, but for a maximum of 2 months after the expiry of the employment. See further the Seamen's Act, Section 29 (2) and (3).

The Seamen's Act is Consolidated Act no. 766 of 19 September 1995, as amended by Act no. 1088 of 29 December 1999.

The contract of service means the agreement for service on board a ship.

The service means the actual service on board the ship.

Some Useful Addresses

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Copy of Agreement