

Translation: Only the Danish document has legal validity.

*Order no. 592 of 26 of May 2023  
issued by the Danish Maritime Authority*

## **Executive Order on the employer's obligation to enter into a written contract with the fisherman on the conditions of employment<sup>1)</sup>**

Pursuant to Section 3(1), Section 70(1) of the Act on Seafarers' Conditions of Employment, etc., cf. Consolidated Act no. 1662 of 17 December 2018, the following is determined by authorisation pursuant to Section 1(1)(6) of Executive Order no. 261 of 23 March 2020 on the transfer of certain powers to the Danish Maritime Authority and on the right of appeal, etc.:

### *Scope*

**Section 1.** This Executive Order applies to the conditions of employment for employees on board a Danish fishing vessel, cf. Section 1(1) and Section 49 of the Act on Seafarers' Conditions of Employment, etc., cf. however, Subsection 2.

*Subsection 2.* The Executive Order does not apply to the owner of a fishing vessel who is the sole person manning the vessel.

### *The employer's duty of disclosure*

**Section 2.** The owner or the employer or the person who has replaced them (hereinafter referred to as the employer) shall, at the commencement and at any change of the employment relationship, provide the employee in writing with information about all essential conditions of the employment relationship, including the following as a minimum:

- 1) The identity of the employer and employee, including date and place of birth.
- 2) Name and address of the hiring and brokerage service, if used.
- 3) The place of work stated with the ship's name and port identification number. In the case of changing workplaces/vessels, information about this and the employer's address, cf. no. 2.
- 4) The position for which the employee has been hired.
- 5) Time and place of entering into the contract.
- 6) The time and place of the employee's commencement of employment.
- 7) The voyage(s) for which the employee is hired, if this can be determined at the time of entering into the contract.
- 8) The duration and terms of any trial period, cf. Section 3a of the Act on Seafarers' Conditions of Employment, etc.
- 9) The right to training that the employer may offer, cf. Section 3c of the Act on Seafarers' Conditions of Employment, etc.
- 10) The day from which the employment is to run.
- 11) The amount of the agreed employment, including starting salary and any other components not included herein, stated separately.

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12) What has been agreed about the termination location or notice period. If the employment relationship is of a temporary nature, this and the expiry date must be stated.

13) Information on rights with respect to:

- a) Minimum rest periods,
- b) Holidays, holiday allowance/pay during holidays and any other absences,
- c) The health and social security coverage and benefits,
- (d) The protection that covers the employee in the event of sickness, injury or death in the line of duty; and
- e) Repatriation.

14) The normal daily or weekly working hours, and any arrangements for overtime work and its payment and, where applicable, arrangements for shift changes.

15) Indication of the collective agreement or agreement that regulates the employment relationship. If a collective agreement or contract has been entered into by parties outside the organisation, the identity of these parties must be disclosed.

16) When the employment relationship is terminated, the termination date/resignation date and leaving date, as well as the reason for the termination of the employment relationship must be given in writing.

*Subsection 2.* The provision in Subsection 1 does not, however, apply to changes in the employment relationship that are solely due to changes in the laws, administrative provisions, statutory provisions or collective agreements that apply to the employment relationship.

*Subsection 3.* The duty of disclosure under Subsection (1)(8-14), is deemed to be fulfilled insofar as the information appears in applicable legislation or is contained in a collective agreement that covers the employment relationship.

*Subsection 4.* A contract on the conditions of employment under Subsection 1 must be signed by the employer and the employee. The contract of employment can be sent to the employee digitally, provided that the contract is accessible to the employee and that it can be stored and printed. In this case, it is the employer's responsibility to document the sending or receipt.

*Subsection 5.* When the employment relationship is terminated, the termination date/resignation date and leaving date, as well as the reason for the termination of the employment relationship must be given in writing. An employee who believes that they have been subjected to measures with equivalent effect to dismissal because they have asserted their rights under Sections 3a - 3c of the Act on Seafarers' Conditions of Employment, etc., is entitled, upon request, to receive a written justification for the measure in question.

**Section 3.** The contract must be kept on board in physical or digital format. The contract must be available to the employee and must be shown upon request. Furthermore, the contract must be available to other interested parties upon request within the framework of the General Data Protection Regulation and the Danish Data Protection Act.

*Subsection 2.* The employee must be given a copy of the contract.

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**Section 4.** The provisions of the Executive Order may not be deviated from by individual or collective agreement to the disadvantage of the employee.

#### *Penalties*

**Section 5.** If the shipowner, the employer or the person who has replaced them has not complied with their duty of disclosure, they shall be liable to a fine.

*Subsection 2.* Criminal liability may be imposed on companies, etc., (legal persons) in accordance with the rules in Chapter 5 of the Danish Criminal Code.

*Subsection 3.* For the purpose of imposing criminal liability under Subsection (2), persons employed to perform work on board the ship by persons other than the shipowner shall also be deemed to be associated with the shipowner.

#### *Entry into force, etc.*

**Section 6.** The Executive Order enters into force on 1 July 2023.

*Subsection 2* Executive Order no. 114 of 29 January 2021 on the employer's obligation to enter into a written contract with the fisherman on the conditions of employment is repealed.

*Subsection 3.* Existing employment contracts entered into before 1 July 2023 that do not comply with the rules of this Executive Order must, at the request of an employee, comply with the rules of the Executive Order within 2 months of receipt of the request.

**Section 7.** The Order shall not apply to Greenland.

*The Danish Maritime Authority, 26 May 2023*

Rasmus Høy Thomsen

/ Kristina Ravn

#### Official notes

<sup>11</sup> The Executive Order contains provisions that implement parts of Council Directive 2017/159/EU of 19 December 2016 on the implementation of the agreement regarding the implementation of the International Labor Organization's 2007 Convention on working conditions in the fishing sector, entered into on 21 May 2012 by the General Confederation of Agricultural Cooperatives in the EU (Cogeca), the European Transport Workers' Federation (ETF) and the Association of National Organizations of Fishing Enterprises in the European Union (Europêche), the Official Journal of the European Union 2017, no. L 25, page 12, and parts of Directive 2019/1152 of the European Parliament and of the Council of 20 June 2019 on transparent and predictable working conditions in the European Union, the Official Journal of the European Union 2019, no. L 186, page 105.