



SEAFARERS' RIGHTS AND DUTIES 2020

2020



DANISH MARITIME AUTHORITY

INTRODUCTION

Gaining a complete overview of your rights and duties as a seafarer can be difficult, as they are found both in the Danish Act on Seafarers' Conditions of Employment, etc. and in various orders issued in pursuance of the Act.

The Danish Maritime Authority has prepared this guide as a help to seafarers in order to present the rules more clearly. We have also included a few rules related to social security and occupational health issues of relevance to you as a seafarer.

This presentation is not exhaustive, but aims to give you a general overview of your rights and duties when working as a seafarer.

If you have any questions, you are welcome to contact the Danish Maritime Authority. You can find our contact details on our website at www.dma.dk. The website also has links to the Danish Act on Seafarers' Conditions of Employment, etc. and the additional orders that govern your rights, duties, working and living conditions as a seafarer.

This guide is primarily aimed at ordinary seafarers and therefore does not deal with the special rules applicable to masters and ship's officers.

CONTENTS

| | |
|---|-----------|
| Who are seafarers? | 5 |
| Seafarer | 5 |
| Minimum rights of certain persons who are not seafarers | 5 |
| Non-seafarers | 6 |
| Documents and certificates | 7 |
| Discharge book | 7 |
| Health certificate | 7 |
| Passport and visa | 8 |
| Employment contract (articles of agreement) | 8 |
| Some of your rights when at sea | 9 |
| Fundamental rights | 9 |
| Social security in case of sickness, pension, maternity/paternity leave, etc. | 12 |
| Labour Market Supplementary Pension (ATP) | 15 |
| Pregnant seafarers and maternity leave | 15 |
| Fathers and paternity leave | 16 |
| Some of your duties when at sea | 17 |
| Termination of service | 18 |
| Discharge | 18 |
| Seafarers' right to demand termination of service with immediate effect..... | 19 |
| Seafarers' right to terminate service in case of danger of war, a specific risk of piracy and voyages to areas in which a malignant epidemic disease is prevailing. | 20 |
| The master's right to dismiss a seafarer with immediate effect | 21 |
| Dismissal without cause | 21 |
| Specifically on piracy | 23 |
| Security procedures on board | 23 |
| Duty of care and your legal position if taken hostage | 23 |
| Specifically on voyages to epidemic areas | 24 |
| Occupational health and well-being on board..... | 25 |

| | |
|---|-----------|
| Loss of the ship | 27 |
| Relevant Danish acts and orders..... | 28 |

WHO ARE SEAFARERS?

Your rights depend on whether you are a seafarer, are covered by the Order on minimum protection of certain categories of persons on board ships, or neither of the two. You can read more about your rights in this section.

Seafarer

You are a seafarer if you are employed, engaged or work on board a Danish ship. An additional requirement is that you perform functions on board that concern the operation of the ship in a broad sense. This means that persons working on the ship's maintenance or providing on-board catering services are also seafarers.



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For example, you are a seafarer if you are employed for duty on board a seagoing ship or if you are a ship doctor, nurse, craftsman, repair technician or painter. Cleaning, catering and restaurant staff performing their work during the voyage are also seafarers.

If you are not sure whether you are a seafarer, or if you and your employer disagree, you can contact the Danish Maritime Authority for a decision.

If you are covered by the definition of a seafarer, you have a number of rights and duties. Furthermore, you are covered by various rules related to social security and occupational health issues. Read this guide for more details.

You are not a seafarer if you are a master, but you have almost all the same rights and duties as seafarers in addition to your obligations in relation to the ship, crew, cargo and passengers, if any. You can read more about the definition of seafarers on dma.dk under "Who are seafarers"?"

<https://www.dma.dk/SoefarendeBemanding/AnsættelsesforholdMLC/Ansættelsesforhold/Sider/HvemErSoefarende.aspx>

Minimum rights of certain persons who are not seafarers

Even if you are not covered by the definition of a seafarer, you may be entitled to employment law protection similar to that afforded to seafarers. That is the case if you belong to one of the categories covered by the Order on minimum protection of certain categories of persons on board ships.

The Order on minimum protection applies to persons on board ships in the course of their work, but in shore-based employment, such as

offshore specialists, journalists, researchers and similar groups of personnel, medical teams and maritime accident investigation teams.

If you belong to one of the categories covered by the Order on minimum protection, you have some of the same rights as seafarers. This means that you for instance are entitled to a written employment contract, hours of rest, on-board care, etc. You are also required to have a health certificate.

- You can read more about minimum rights of certain persons who are not seafarers on dma.dk under “Who are seafarers?”
<https://www.dma.dk/SoefarendeBemanding/AnsaettelsesforholdMLC/Ansaettelsesforhold/Sider/HvemErSoefarende.aspx>
- The Order on minimum protection is available on dma.dk under “Legislation”.
<https://www.dma.dk/Vaekst/Rammevilkaar/Legislation/Orders/Order%20on%20minimum%20protection%20of%20certain%20categories%20of%20persons%20on%20board%20ships.pdf>

Non-seafarers

If you are not a seafarer or covered by the Order on minimum protection, the Danish Maritime Authority can advise you about your rights, which depend on, for instance, whether you are a passenger, a pilot or something else.

DOCUMENTS AND CERTIFICATES

This section tells you which documents and certificates you need to commence service on board a Danish ship.

Discharge book

From 1 January 2017, seafarers commencing service on board a Danish ship are no longer required to have a discharge book. You may still use a discharge book to keep record of your seagoing service.



Discharge book

The discharge book is an identity document for seafarers and may in many circumstances be used as a visa in connection with shore leave or travel to/from the place of commencement of service. In order to be issued with a discharge book, you must be a Danish citizen and at least 16 years of age. The Danish Maritime Authority issues a discharge book against a fee. If you lose your discharge book, you can request a new one online.

- Read more about discharge books and how to apply on dma.dk under “Discharge books”.

<https://www.dma.dk/SoefarendeBemanding/SoefartsbogBeviser/Soefartsbog/Sider/default.aspx>

It is your own responsibility to keep record of your seagoing service for future reference.

- You can read more about seagoing service on dma.dk under “Seagoing service”.

<https://www.dma.dk/SoefarendeBemanding/SoefartsbogBeviser/fartstid/Pages/default.aspx>

Health certificate

Medical examination in Denmark:

You must have a valid health certificate showing that you have been declared fit for ship service and stating any limitations due to health issues. The health certificate is also referred to as “the Blue Book”.

To obtain a health certificate, you must undergo a medical examination by a maritime medical practitioner. Your health certificate must be renewed annually if you are under 18 years of age. If you are over 18 years of age, it must be renewed every second year unless the medical practitioner sets a shorter period of validity. The health certificate is issued or signed by the medical practitioner.

- You can read more about medical examinations on dma.dk under “Medical examinations”.
<https://www.dma.dk/SoefarendeBemanding/LaegeHelbred/Laegeundersoegelse/Sider/default.aspx>
- Here you will also find a list of maritime medical practitioners is available
<https://www.dma.dk/SoefarendeBemanding/LaegeHelbred/Laegeundersoegelse/Soefaratslaeger/Sider/default.aspx>

Payment

You must pay for the medical examination yourself, but you can obtain a refund from your employer when you show a receipt. If you do not have an employer at the time of the medical examination, the first employer who hires you will give you a refund if you show the original receipt from the maritime medical practitioner. If you are enrolled in a training programme which is approved by the Danish Maritime Authority, the Authority will pay for the fee for the medical examination directly at no cost for you.

Approval of health certificates issued by foreign authorities:

Health certificates issued by a foreign authority which has implemented the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW Convention) and ratified the Maritime Labour Convention (MLC) are considered equivalent to health certificates issued by a Danish maritime medical practitioner.

The rules on medical examination of seafarers are available on dma.dk under “Legislation”.

<https://www.dma.dk/Vaekst/Rammevilkaar/Legislation/Orders/Order%20on%20medical%20examinations%20of%20seafarers%20and%20fishermen.pdf>

Please note that the Danish Maritime Authority expects to issue new rules on medical examinations with effect from 1 July 2020. You can read about them on our website under “New rules and regulations”.

<https://www.dma.dk/SikkerhedTilSoes/Regler/NytRegler/Sider/default.aspx>

Passport and visa

In some countries, the discharge book can be used as a visa. You should always bring your passport when engaged on international voyages.

- You can read more about visas on the website of the Danish Ministry of Foreign Affairs <https://um.dk/en>

Employment contract (articles of agreement)

You must have a written employment contract to serve on board a ship. The contract, also called articles of agreement, must be concluded before you commence service on board. You are entitled to seek advice on the contents of the contract before signing it.

- You can read more about aspects to be aware of concerning employment contracts on dma.dk under “Conditions of employment”.
<https://www.dma.dk/SoefarendeBemanding/AnsaettelsesforholdMLC/Ansaettelsesforhold/Sider/AnsaettelsesaftalerForSoefarende.aspx>

SOME OF YOUR RIGHTS WHEN AT SEA

Fundamental rights

Below, you can read about some of the fundamental rights of seafarers when on board a ship.

Young seafarers aged between 16 and 18

You must have turned 16 to go to sea. To protect seafarers aged between 16 and 18 years, special rules apply to this group of seafarers, including with respect to hours of rest, night work and medical examinations.

Employment contract (Articles of agreement)

You must be given a copy of the signed employment contract. The contract is your proof of what has been agreed with your employer.

Complaints procedures

You must be given a copy of the complaints procedure applying on board the ship. The complaints procedure must include contact details of the Danish Maritime Authority and of one or more persons on board who can provide confidential and impartial advice about your complaint and otherwise help you with the complaints procedures applicable to the ship.

Safety and health

You are entitled to protection and the necessary protective equipment against accidents and health hazards during work.

Food and drink

You are entitled to good and adequate food. The food must consist of three main meals and one or more snack meals in sufficient quantities to satisfy the needs of all persons on board.

The food must be composed in such a way that the necessary content of proteins, fat and carbohydrates as well as of vitamins, minerals and salts is provided. The food must be as diversified as possible and be presented in an appetising way. Also, the composition of the food must be adjusted in accordance with the religious beliefs and cultural backgrounds of the seafarers.

The food must be provided free of charge, but it may be agreed that the right to free food can be met through the payment of compensatory board wages. Compensatory board wages may be paid out together with the wages.

In addition, drinking water of good quality must be available in adequate quantities.

Spare time

You are entitled to go ashore in your spare time when the ship is in port or at a safe anchoring place, unless your presence is required on board, for example for safety reasons or due to the ship's impending departure. You should also check whether the country of call will permit your entry. If you hold a discharge book and are in a country that has ratified ILO Convention no. 108 or 185 on

Seafarers' Identity Documents, you can use your discharge book to obtain shore leave.

Insurance

The shipowner must take out insurance or provide similar financial security covering abandoned seafarers. It must provide sufficient funds to cover the seafarer's repatriation costs and maintenance as well as any outstanding wages and other remuneration. Wage claims will only be covered to the extent that they are not covered by the Danish Employees' Guarantee Fund (Lønmodtagernes Garantifond (LG)).

Various benefits are not covered by the insurance, including health insurance benefits that are reimbursable to seafarers in the context of the national health insurance in Denmark.

You can report your claim directly to the insurance company. The contact details of the insurance company appear from the ship's MLC certificate.

Hours of rest

You are entitled to regular rest periods that are long enough to ensure your health and safety.

Seafarers under 18 years of age

If you are under 18, the total rest period must be at least 12 hours in every working day. The rest period for seafarers under 18 years of age should generally be taken in the period between 8 pm and 6 am. If you are on watch, the rest period may be divided into no more than two periods, one of which must be at least 8 hours in length in the period between 8 pm and 6 am. In any 7-day period, seafarers under 18 years of age are entitled to two consecutive

days off duty; however, these may be postponed against replacement time off later on. The total hours of rest in any week must be at least 84 hours.

Seafarers over 18 years of age

If you are over 18, you are entitled to at least 10 hours of rest in every working day. The hours of rest may be divided into no more than two periods, one of which must be at least 6 hours in length. The interval between the rest periods must be no more than 14 hours. The total hours of rest in any week must be at least 77 hours.

Deviations by agreement

The provisions on hours of rest may be deviated from through collective agreements for watchkeeping seafarers or seafarers whose work includes tasks related to safety and prevention of pollution, or for seafarers working on board ships engaged on short voyages, taking into consideration more frequent or longer periods of time off.

Sundays and public holidays

On Sundays and public holidays, the shipowner may not order you to perform work that can be postponed. If possible, you must be given the opportunity to hold a religious service on board without interruption.

The master may demand that you work when required, for example for reasons of ship safety. If you perform such work during a scheduled rest period, you are entitled to a compensatory rest period as soon as possible.

Working day

A working day is a 24-hour period calculated from the first time an employee starts working in a calendar day. A week is a consecutive seven-day period. The Danish Maritime Authority may permit the daily and weekly hours of rest to be calculated within the 24-hour period (midnight to midnight / 00:00 to 24:00).

- You can read more about hours of rest on dma.dk:
<https://www.dma.dk/SoefarendeBemanding/AnsaettelsesforholdMLC/Ansaettelsesforhold/Sider/Hviletid.aspx>
- The provisions on hours of rest are available on dma.dk under “legislation”.
<https://www.dma.dk/Vaekst/Rammevilkaar/Legislation/Orders/Order%20on%20seafarers'%20hours%20of%20rest.pdf>

Personal effects

You are entitled to bring items for personal use to a reasonable extent.

If you leave any personal effects on board on termination of service, they must be stored on board for up to one year at your own expense. After that period, the shipowner may sell the items. If the storage is unreasonable due to the nature of the items, costs or other circumstances, they may be sold in an appropriate manner.

If your personal effects are lost or damaged in connection with shipwreck, piracy, fire or other damage, the shipowner must pay adequate compensation.

Complaints

As a seafarer, you are entitled to complain to your shipowner if you are dissatisfied with your working and living conditions. This includes

issues related to payment of your wages, ship service, conditions of employment, accommodation spaces, recreational facilities, health protection as well as the food on board.

A complaint must be made to your superior. If he or she cannot solve the problem, you can take your complaint to the master. Alternatively, you can go directly to the master.

If you file a complaint, you are entitled to be accompanied or represented during the complaints procedure. You must be given a copy of the complaint and the decision made as a result of the complaint.

If possible, a complaint should always be dealt with and attempted to be resolved on board the ship. This is a fast and efficient approach, which is especially important when the ship is at sea. This is of benefit to both yourself and your employer.



If it is not possible to resolve the complaint on board the ship, you may pass it on to the Danish Maritime Authority. You can file a complaint through our website under “Conditions of employment (MLC)”.

<https://www.dma.dk/SoefarendeBemanding/AnsættelsesforholdMLC/KlagArbejdsLevevilkaar/Sider/default.aspx>

The identity of the person filing the complaint as well as the contents of the complaint will be kept confidential. The Danish Maritime Authority will not disclose your name or any other personal details to your employer or anybody else. This also applies if an inspection is made of the ship due to a complaint.

You must be given a copy of the complaints procedures applying on board the ship as an addendum to your employment contract.

- The Danish Maritime Authority's complaint form is available here (direct link):
<https://secure.capevo.net/XForm/frontend/irs.aspx?alias=klager&groupid=456&CustomParameters=LanguageShortName%7cen gel>

Payment of wages

As a seafarer, you can demand to receive wages once a week when the ship is in port. You can demand that wages be paid out in the local currency at the current exchange rate. However, wages must be paid at regular intervals not exceeding one month.

Your employer must give you a monthly statement of wages earned including supplements, wages paid and the exchange rate applied if wages were paid out in a foreign currency. The statement must also specify the amount of taxes, welfare charges, etc.

If a fixed monthly amount is to be paid to a specific person or deposited with a bank, the shipowner must arrange for the transfer of the amount.

- You can read more on dma.dk under “payment of wages”.
<https://www.dma.dk/SynRegistrering/Syn/MLCsyn/Sider/Behandlingafloen-.aspx>

Social security in case of sickness, pension, maternity/paternity leave, etc.

Sickness during service

If you are taken ill, you are entitled to free care on board or ashore. The right to free care includes medical assistance, hospital treatment and dental treatment corresponding to the assistance and treatment eligible for state subsidy under the general rules applying in Denmark. The subsidy for dental treatment is 50%.

If you want to see a doctor, your wish must normally be granted. In addition, you must be examined by a doctor, if the master demands it.

If you are left abroad, while you are ill, you must be put in the care of the closest Danish embassy or a similar Danish diplomatic mission, which will be in charge of your care until repatriation is possible.

If you are taken ill during service, you may be dismissed if your sickness prevents you from carrying out your job for an extended period of time. The definition of “an extended period of time” is determined in each individual case. Normally, the master can base the decision on a medical certificate.

If you are dismissed due to sickness, you are entitled to free repatriation. If you are not resident in Denmark, you are entitled to a free journey to the place of engagement.

Free repatriation includes:

1. Transportation from the location you were at when you were dismissed to the repatriation destination.
2. Board and lodging during the journey, during your stay at the place of departure, while you are waiting for the journey to be arranged and until your arrival at the repatriation destination.
3. Transportation of up to 30 kg of personal effects, but not of other items acquired during the journey.

If you are in service when you are taken ill, you are entitled to sick pay for a maximum period of 16 weeks or until the termination of service if you are still unfit for service. If you are dismissed due to sickness, you are also entitled to sick pay from your employer while you are unfit for service, but for no longer than 16 weeks.

Sick pay includes the basic pay, seniority allowance, pension contribution and any education contribution. It does not include allowances paid for special service or for particularly hard and burdensome work or the like.

You are not entitled to pay and have to pay the expenses for your return journey yourself if you have deliberately failed to disclose an illness or in case of self-inflicted illness.

Sickness benefits

As a seafarer, you may be covered by the special provisions on sickness benefits for seafarers. You are not entitled to receive sick pay and sickness benefits at the same time. Sickness benefits for seafarers are paid out

either by the Danish Maritime Authority or by your employer.

You may be covered by the rules on sickness benefits for seafarers if:

- you are working on board a Danish ship not exclusively engaged on domestic voyages,
- you are staying abroad and have, during the last two weeks, served on board a Danish merchant ship, provided that you have not taken another job after the service ended, or
- you are employed by a shipowner and staying abroad in the course of your employment.

If you are working on board ships exclusively engaged in domestic voyages or if you take your holiday/days off ashore in Denmark after termination of your service, you are covered by the general provisions on sickness benefits – even though you are still employed by the shipowner.

Sickness benefits will be granted in case of full incapacity for work due to own sickness or injury.

If your employer is not paying sick pay, the sickness benefits will be paid by your employer. To be eligible to receive sickness benefits from your employer, you must have been employed with the employer in question for eight consecutive weeks before the absence and have worked for at least 74 hours during that period.

If your employer pays neither sick pay nor sickness benefits to you, the Danish Maritime Authority will pay your sickness benefits after the first 30 days and for up to a total of 18

weeks counting from the first full sick day. You are only entitled to receive sickness benefits from the Danish Maritime Authority if you have been employed for 26 weeks immediately before the sickness commenced and you have worked for at least 240 hours, unless your sickness is due to an industrial injury.

If you have suffered an industrial injury and remain unfit for work 18 weeks after the injury, the sickness benefit period will be extended until the Labour Market Insurance has made a decision as to any loss of earning capacity. In case of industrial injuries, the requirement of 26 weeks prior employment and at least 240 working hours does not apply.

If you are resident in Denmark, the responsibility for paying your sickness benefits is transferred to your municipality of residence after 18 weeks at the latest. If you are resident in another EU/EEA country, the payment of sickness benefits will be referred to the municipality where your employer is domiciled. If you are resident outside the EU/EEA, your entitlement to sickness benefits ceases after 18 weeks, except in case of an industrial injury. If you have suffered an industrial injury and are living outside the EU/EEA, the Danish Maritime Authority will continue to pay your sickness benefits after the period of 18 weeks until the Labour Market Insurance has made a decision as to any loss of earning capacity.

Sickness after termination of service

If you are resident in Denmark and are taken ill in Denmark after termination of service, you are covered by the national health insurance. This is also the case if you are working on board a ship exclusively engaged on domestic voyages.

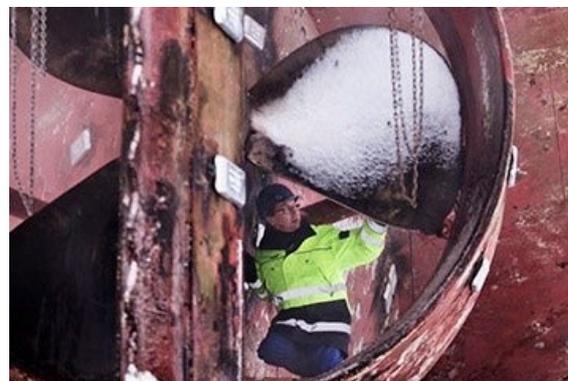
If you are staying abroad after termination of service, you are entitled to public health insurance benefits if, during the last two weeks, you have served on board a Danish ship, provided that you have not taken another job after the service ended.

If your spouse and children under 18 years of age are staying with you on board the ship, they will usually have the same rights as you.

Public health insurance benefits include medical assistance, hospital treatment, medicine and dental treatment corresponding to the assistance and treatment eligible for state subsidy under the general rules applying in Denmark. The subsidy for dental treatment is 50%.

You are entitled to public health insurance benefits for up to 18 weeks as from the first full sick day or the day when the treatment (for example dental treatment) commenced.

- You can read more about social security schemes for seafarers on [dma.dk](https://www.dma.dk/SoefarendeBemanding/AnsaettelsesforholdMLC/SocialSikring/Sider/default.aspxPension) under <https://www.dma.dk/SoefarendeBemanding/AnsaettelsesforholdMLC/SocialSikring/Sider/default.aspxPension>



Labour Market Supplementary Pension (ATP)

To be entitled to pension from ATP Livslang Pension, you must have paid contributions to the pension scheme. The employer is responsible for making the contributions. You are responsible for checking that the contributions are correct. You can see the contributions on your yearly statement from the Danish tax authorities, SKAT, and via the link below.

ATP Livslang Pension can be paid out when you reach the Danish retirement age. If you are a member and are living abroad, you have to apply to receive your pension. However, about three months before you reach your retirement age, ATP will inform you of the pension accrued, if your address is registered with the Danish population register (Folkeregisteret) or with ATP.

Generally, ATP Livslang Pension is paid out as a monthly pension for the rest of your life. However, the pension may be paid out as a lump sum if the pension amounts to DKK 2,500 or less per year. The pension will be paid into your NemKonto, which is a personal account to which public benefits from the Danish authorities are transferred. If you do not have a Nemkonto, you can assign another account to which the pension should be transferred. You have to pay any additional cost of the transfer to a bank account abroad.

In the event of a member's death, dependants – surviving spouses or cohabitants and any children under the age of 21 – may be entitled to a lump sum if certain conditions are met.

- Further information about payment of ATP Livslang Pension is available at

lifeindenmark.borger.dk:

<https://lifeindenmark.borger.dk/Pages/ATP-Livslang-Pension.aspx>.

Pregnant seafarers and maternity leave

If you are pregnant, you can demand to terminate your service on board by presenting a medical certificate confirming that you are pregnant and that it would not be safe for you to continue in your position on board. The same applies if, for your own sake or for the sake of the approaching birth or the child, it is regarded as necessary for you to cease working.

If you cannot regularly receive the necessary medical attention in case of continued work on board, you can demand to terminate service after the expiry of the fourth month of pregnancy.

You can always demand to terminate your service on board the ship after the expiry of the sixth month of pregnancy.

If you find out that you are pregnant during your service on board, the master must give you an opportunity to see a doctor for the necessary pre-natal check-up in the first port where this is possible. You are entitled to receive maternity benefits from your employer if you are absent due to preventive pregnancy examinations.

Your employer or the master is not entitled to discharge or dismiss you because you are pregnant. However, the master must relieve you of your duties and arrange for your discharge when you become unable to perform your work due to pregnancy.

You are entitled to receive wages from your employer if you are pregnant on termination of service, however for no more than two months. If your contract of service is limited in time, the shipowner's duty to pay wages cannot extend beyond the date when your employment ends according to the contract.

If you are resident in Denmark but are staying abroad, maternity benefits will be paid by Udbetaling Danmark in accordance with the Danish Act on Entitlement to Leave and Benefits in the Event of Childbirth (barselsloven). This also applies if you are working on board ships exclusively engaged on domestic voyages.

If you are staying abroad, you are entitled to receive maternity benefits from the Danish Maritime Authority from four weeks before the expected delivery and for 14 weeks after delivery. You are then entitled to receive maternity benefits for an additional 10 weeks, which you and the child's other parent may split between you. To be eligible to receive maternity benefits you must have been affiliated with the Danish labour market during the last 13 weeks before the start of the absence due to pregnancy and you must have been employed for at least 120 hours during that period.

If your service is terminated due to pregnancy, you are entitled to free repatriation to your home in Denmark.

- You can read more about pregnancy and maternity/paternity leave on dma.dk under "Social security and repatriation".
<https://www.dma.dk/SoefarendeBemanding/AnsaettelsesforholdMLC/SocialSikring/Sider/default.aspx>

Fathers and paternity leave

If, as a seafarer, you are fathering a child and are staying abroad, you are entitled to receive paternity benefits for two weeks in connection with the birth. After the child's 14th week of life, you are entitled to benefits for an additional 10 weeks, which must be shared with the mother of the child. To be eligible to receive paternity benefits you must have been affiliated with the Danish labour market during the last 13 weeks before the start of the absence due to pregnancy and you must have been employed for at least 120 hours during that period. Furthermore, fathers are entitled to paternity benefits during the child's 25th and 26th week of life.

- You can read more about pregnancy and maternity/paternity leave on dma.dk under "Social security and repatriation".
<https://www.dma.dk/SoefarendeBemanding/AnsaettelsesforholdMLC/SocialSikring/Sider/default.aspx>



SOME OF YOUR DUTIES WHEN AT SEA

Some of your fundamental duties as a seafarer when you commence service or are on board the ship at sea are as follows

- You must present your health certificate to the master, who will keep it for the duration of your service on board.
- When you commence service on board the ship, you must also bring a copy of your employment contract for the master. The master must keep it for the duration of your service on board.
- You must obey orders received while on duty
- You must report for duty on board in a timely manner.
- If, during shore leave or other absence from the ship, you are unavoidably prevented from embarking in time, you must inform the master immediately.
- You must exercise necessary caution during the performance of your work on board.
- You have a duty to contribute to preventing or limiting accidents on board.
- If you cause damage due to error or negligence while on duty, you will be liable to compensate such damage.
- If the ship is in danger, or if any other case of emergency arises, all seafarers must offer their help without being requested to do so.
- You must be examined by a doctor if or when the master so demands.
- You must not bring weapons or ammunition on board without the master's permission.
- It is prohibited to bring narcotics or other euphoriant substances on board.

TERMINATION OF SERVICE

Both you and your employer or the master may terminate the contract of service with or without notice, depending on the circumstances. It is important to know the difference between termination of the contract with or without notice.

Discharge

You and your employer or the master may agree on a notice of termination. The notice of termination must be agreed when you conclude the employment contract and included in the employment contract in writing.

The only limitation is that your employer's notice of termination cannot be shorter than yours. If this has been agreed, that part of the contract is invalid. In that case, each party may terminate the contract by giving seven days' notice.

If you have not agreed on a specific notice of termination, a notice of seven days applies to both yourself and your employer.

You and your employer may also freely agree on the place of discharge. This must be included in the employment contract. If no place of discharge has been agreed, termination of service can usually only take place in a Danish port of call.

If you have served on board the same ship or on board ships belonging to the same shipowner for an uninterrupted period of six months or on board a ship registered in the Danish International Register of Shipping for an uninterrupted period of 12 months, you are

entitled to be discharged in any foreign port of call, except during a short call. Your discharge is conditional on your having terminated your contract at the agreed notice, or if no notice has been agreed, by giving one month's notice.

If you are resident in or was engaged in Denmark (meaning that you travelled to the ship at the shipowner's expense) and you wish to be discharged after six and 12 months' service, respectively, as described above, you are entitled to free repatriation if the ship has not called at a Danish port within the past three months. However, if the master so demands, you must continue the service for up to one month if the ship will arrive at a port closer to Denmark within that period.

If you are not resident in and was not engaged in Denmark, either party may terminate the contract to expire in any port, also any foreign port. In that case, the notice of termination is seven days or the agreed notice. However, it is a condition that the port is not entered only for a short call (for bunkering, for instance) and that the country of call will permit your entry.

If you are resident in the Faroe Islands or Greenland, the contract can only be terminated to expire in a port in the Faroe Islands or Greenland, unless otherwise agreed.

Seafarers' right to demand termination of service with immediate effect

As a seafarer, you are entitled to demand termination of service with immediate effect in the following cases:

- If it turns out, after you concluded the employment contract, that you can obtain a higher-ranking position on another ship than the one you currently hold. You must pay the expenses related to engaging a new seafarer in the position you should have held. Your home journey, if relevant, is at your own expense.
- If it turns out, after you concluded the employment contract, that you can obtain another position of significant importance to you. You must pay the expenses related to engaging a new seafarer in the position you should have held. Your home journey, if relevant, is at your own expense.
- If special circumstances render it essential to your interests to be able to discharge. You must pay the expenses related to engaging a new seafarer in the position you should have held. Your home journey, if relevant, is at your own expense.
- If the shipowner goes bankrupt, discontinues its activities or suspends its payments. You are entitled to a free home journey.
- If, in connection with the shipowner's death, an order is made to commence insolvency proceedings or the assets of the estate are appropriated out of court. You are entitled to a free home journey.
- If the shipowner is in material breach of your employment contract and you are not entitled to demand discharge under other provisions. You are entitled to a free home journey.
- If the ship is not seaworthy, or if the accommodation spaces present a danger to health, and if the defects are not remedied. You are entitled to compensation of at least two months' wages and a free home journey.
- If the master neglects to have the ship surveyed when more than half of the crew so requests. You are entitled to compensation of at least two months' wages and a free home journey.
- If you have been ill-treated on board and the master, although aware of such ill-treatment, has not offered you protection. You are entitled to compensation of at least two months' wages and a free home journey.
- If a malignant epidemic is prevailing in a port for which the ship is bound. Your employer must pay for the journey to your home address or place of engagement, unless you are offered a similar position on another Danish ship at the place of discharge.
- If the voyage for which you are engaged is significantly changed. You are entitled to one month's wages and a free journey to the place of engagement or to an agreed place of discharge.
- If you are not employed by the shipowner and the ship loses the right to fly the Danish flag. You are entitled to compensation of at least two months' wages and a free home journey.
- If you are not employed by the shipowner and the ship is taken over by another Danish shipping company, you must inform the master as soon as possible if you want to terminate your service. You are entitled to your wages until the service is terminated, and your home journey, if relevant, is at your own expense.

Generally, you must continue to serve on board in order to assist in the work that may be required when the ship enters a port, but not for more than 48 hours after calling at the port. If you are required to give evidence before a maritime court, you must remain on the spot against wages, board and lodging until you have given evidence.

Seafarers' right to terminate service in case of danger of war, a specific risk of piracy and voyages to areas in which a malignant epidemic disease is prevailing.

You are entitled to terminate your service on board if the ship is ordered to sail to an area where there is a risk of war or a specific risk of piracy or to places where a malignant epidemic disease is prevailing.

Danger of war means that there is danger of the ship being seized by belligerents or being exposed to war damage or a similar dangerous situation, or such danger has increased significantly.

“Malignant epidemic disease” means a quarantine disease such as the plague, cholera, smallpox, typhus and relapsing fever.

You do not only have the right to terminate your service when the ship is ordered to sail into an area where there 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, etc. Read more below about situations with a specific risk of piracy.

If the ship, after leaving port, is instructed to sail to an area where there is a risk of war, you are always entitled to terminate your service.

This right applies regardless of the costs that may be incurred by the ship due to deviation or measures that need to be taken to ensure that you can actually terminate the service.

If the situation is such that the danger of war has increased significantly, you are 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 any changes to the schedule that will cause the ship to sail in areas where there is danger of war. You must make your demand to terminate the service as soon as possible after learning that the ship is to sail into an area where there is danger of war.

After terminating the service, you will remain employed, provided that the conditions for termination of service due to danger of war have been observed. If you or your employer wish to terminate the employment, this must be done by giving the usual notice of termination as described above.

If the employment is terminated – in addition to wages during the period of notice as well as board and lodging at the place of discharge – you are entitled to have 90% of your travel expenses to your home address or place of engagement covered unless you are offered an equivalent position on another Danish ship at the place of discharge.

If you and your employer disagree, it is up to the courts of law to determine finally whether you are entitled in the given situation to terminate the service due to danger of war.

If you want to terminate the service in a situation where the shipowner does not agree

that the conditions for termination of service are fulfilled, you can request the guarantee scheme established by Danish Shipping and most of the seafarers' organisations and covering all Danish seafarers, to pay the expenses for the journey home if you are unable to pay yourself. If you wish to make use of this option, you can report your claim to the guarantee scheme through your union, your shipping company or through Danish Shipping.

The master's right to dismiss a seafarer with immediate effect

The master may dismiss you with immediate effect in the following cases:

- If, due to sickness, you are prevented from carrying out your work for an extended period of time, or if you suffer from a disease that presents a danger to those on board. Please see the section above about sickness during service.
- If you are incompetent for your work. You are entitled to your wages until the service is terminated, and your home journey, if relevant, is at your own expense.
- If you are not on board on time and the ship must leave or if it is necessary to engage another seafarer instead. You are entitled to your wages until the service is terminated, and your home journey, if relevant, is at your own expense. If you fail to show up due to sickness, please read the section above about sickness during service.
- If you grossly neglect your duty, for example through drunkenness or repeated disobedience. You are entitled to your wages until the service is terminated, and your home journey, if relevant, is at your own expense.
- If you are guilty of theft or any other serious crime. You are entitled to your wages until the service is terminated, and your home journey, if relevant, is at your own expense.
- If you hide anybody on board and thereby expose the ship to serious difficulties. You are entitled to your wages until the service is terminated, and your home journey, if relevant, is at your own expense.
- If you hide goods on board which are dutiable or prohibited to export or import. You are entitled to your wages until the service is terminated, and your home journey, if relevant, is at your own expense.
- If you bring a dispute about the contract of service before a foreign authority which you should have reported to your superior, the master or possibly the Danish Maritime Authority. You are entitled to your wages until the service is terminated, and your home journey, if relevant, is at your own expense.

If you are guilty of your dismissal, you may be liable to compensate your employer or the shipowner for the expenses related to finding a substitute. Normally, this means that you must pay the substitute's travel expenses. However, such compensation can only be demanded to the extent that it is found reasonable in respect of the guilt demonstrated, your position on board, the duration of the employment and the circumstances of your dismissal.

Dismissal without cause

If you are dismissed for no specified reason, you are entitled to two months' wages after the termination. Furthermore, you are entitled to a free journey to an agreed place of discharge or, if your contract can only be terminated to expire in a Danish port, a free journey to your address in Denmark.

If you and your employer disagree as to whether you were dismissed without cause, it is up to the courts of law to decide the issue.

SPECIFICALLY ON PIRACY

Piracy and armed robbery against ships continue to occur round the world, including in the waters off the coast of Somalia, in West Africa in the Gulf of Guinea and in Southeast Asia.

Your employer has a duty to ensure that the work on board can be performed in a safe manner. This includes a duty to take measures to prevent piracy and armed robbery of a particularly serious nature.

Security procedures on board

Ships must have procedures in place for navigation or port calls in areas representing a risk of piracy and armed robbery against ships.

Such procedures must include assessment of whether an area represents a risk of piracy or armed robbery against ships, regular updates on the situation, and relevant measures for protecting the ship and its crew. Relevant measures may be radar monitoring, continuous watchkeeping and reporting to the shipping company and the authorities.

As part of the procedures, it must be ensured that the crew is instructed in how to act in case of attacks or hijacking.

Duty of care and your legal position if taken hostage

Your employer or the shipowner has a duty of care towards you and the other seafarers on board the ship if the ship enters waters where there is a risk of piracy. The duty of care applies until you have left the area safely. This

also applies if you are no longer on board the ship.

The duty of care includes preparation of the ship, you and the other seafarers before the ship enters waters or calls at ports where piracy occurs. It also applies when the ship is sailing in the area and in case of crisis management as a result of hijacking or hostage-taking.

If the ship is attacked and if you are taken hostage, your employer or the shipowner must participate in the efforts to have you released as quickly as possible.

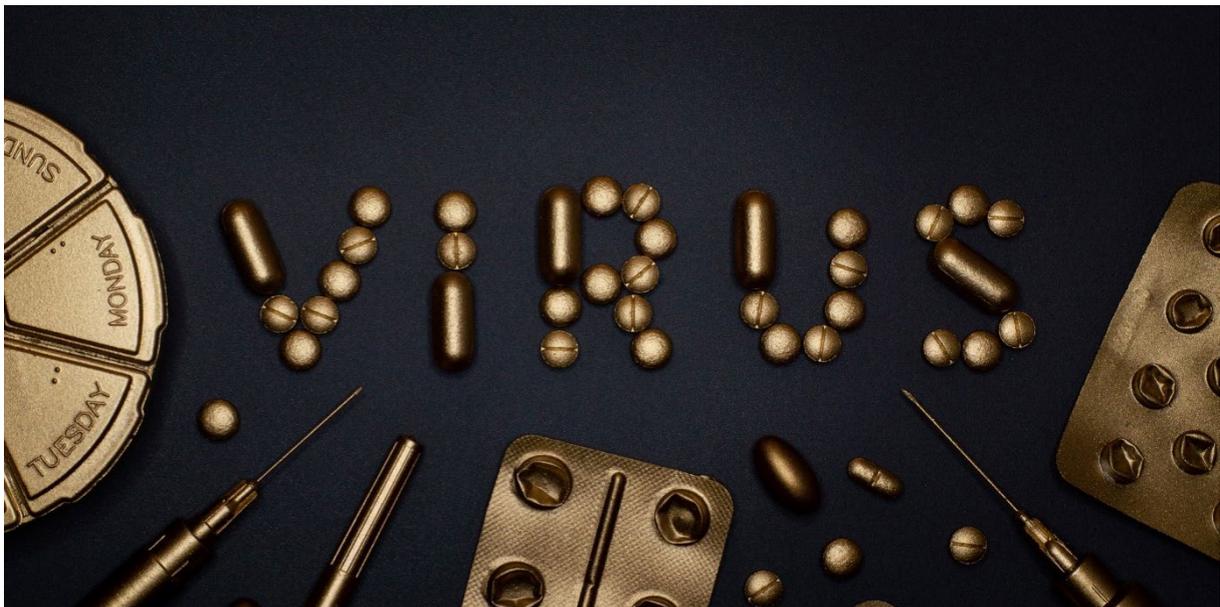


Your employer cannot terminate your employment if you are held hostage in connection with piracy or armed robbery against the ship.

You can read more about piracy on [dma.dk](https://www.dma.dk) under "Piracy".

<https://www.dma.dk/SikkerhedTilSoes/Skibssikkerhed/Pirateri/Sider/default.aspx>.

SPECIFICALLY ON VOYAGES TO EPIDEMIC AREAS



[Imagetext]

The Danish Maritime Authority regularly publishes information on its website about voyages to areas affected by epidemic diseases such as covid-19 or Ebola.

We recommend you to keep informed.

OCCUPATIONAL HEALTH AND WELL-BEING ON BOARD

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 and to give the necessary instructions before the work is carried out.

Remember to wear personal protective equipment when needed. This may include:

- Safety glasses
- Gloves
- Helmet
- Non-skid shoes or safety shoes
- Hearing protectors when working in the engine room
- Fall prevention equipment when working at heights
- Breathing masks when working with hazardous chemical agents

Sea Health & Welfare has prepared the program “@Sea - @Shore, Health and Safety at Sea”, which is available on board most Danish ships. The program offers the crew assistance and guidance on the preparation of workplace assessments, and the ship can save the current workplace assessments. It offers easy access to instructions on how to perform the work without risk to your safety and health. Always use the program before performing work processes you are not familiar with.

“@Sea - @Shore” also has a module for working with chemicals on board the ship and preparation of workplace instructions. Therefore, you can also see which chemicals

are stored on board the ship and where, and what precautions to take when working with them. If you are working with chemical agents and materials, for example in connection with painting, cleaning of engine room and the like, you must read the workplace instructions before you start working. The workplace instructions list the risks related to working with the particular substance or material and describe how you must act to prevent being taken ill in the short or long run.

If you feel insecure or unsafe in connection with a forthcoming task, you can refuse to do it. You can talk to your safety representative about it.

Make sure that industrial injuries are reported to the Danish Maritime Authority and the relevant insurance company or the Labour Market Insurance (Arbejdsmarkedets Erhvervssikring). Work-related disorders such as eczema, hearing impairment, back disorders, etc. must be reported by your own doctor if the doctor finds that they are related to your work.

Make sure that your 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 needed. Remember to use this service – even in case of minor complaints, as they may

develop into more serious illnesses during long voyages at sea.

Radio Medical can be contacted at tel. +45 75 45 67 66 or by e-mail to rmd@rsyd.dk. You can also visit Radio Medical's website at www.radiomedical.dk or www.radiomedical.eu.

You can read more about occupational health at sea and find more guidance at the Danish Maritime Authority's website.

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 unless otherwise agreed.

As a seafarer, you have a duty to take part in the salvage against wages, board and lodging, and to remain on the spot to give evidence before a maritime court. You are entitled to the necessary clothing, a free home journey and wages for as long as you are unemployed as a consequence of the loss, but not for longer than two months.

You are entitled to compensation for any belongings lost in connection with the ship's loss or other damage.



RELEVANT DANISH ACTS AND ORDERS

Act on Seafarers' Conditions of Employment, etc., Consolidated Act no. 1662 of 17 December 2018

Order no. 825 of 20 September 1994 on pregnant seafarers' right to retire and to a free journey home

Order no. 1331 of 5 December 2006 on the special health insurance scheme for seafarers, etc.

Order no. 728 of 29 June 2012 on sickness benefits for seafarers

Order no. 1110 of 26 November 2012 on maternity or paternity benefits for seafarers

Order no. 229 of 7 March 2013 on seafarers' right to free transportation with subsistence

Order no. 238 of 7 March 2013 on the employer's obligation to conclude a written contract with the seafarer on the conditions of employment

Order no. 285 of 14 March 2013 on complaints on board Danish ships

Order no. 286 of 14 March 2013 on seafarers' right to receive care

Order no. 999 of 12 August 2013 on medical examinations of seafarers and fishermen

Order no. 676 of 21 May 2015 on seafarers' hours of rest

Order no. 1346 of 21 November 2016 on insurance or other security covering shipowner's liability towards the seafarers and the master in case of breach of the employment relationship

Order no. 1523 of 8 December 2016 on discharge books

Order no. 722 of 8 August 2017 on minimum protection of certain categories of persons on board ships

Order no. 1378 of 30 November 2017 on compensation for seafarers for belongings lost in connection with ship's loss or other damage

Order no. 1519 of 13 December 2019 on food and drinking water, etc. in merchant ships.



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