

# Regulations of 19 August 2013 No. 1000 on employment agreement and pay statement, etc.

**Legal basis:** Laid down by the Norwegian Maritime Authority on 19 August 2013 under the Act of 21 June 2013 No. 102 relating to employment protection etc. for employees on board ships (Ship Labour Act) sections 2-1, 3-1 and 4-2, cf. Formal Delegation of 3 July 2013 No. 974.

**Amendments:** Amended by Regulation of 16 December 2020 No. 2908.

## Section 1

### *Scope of application*

With the exceptions set out in these Regulations and in the Regulations on the scope of application of the Ship Labour Act, these Regulations shall apply to any employee working on board Norwegian ships and mobile offshore units.

## Section 2

### *Content of the employment agreement, etc.*

The employment agreement shall contain information about:

- a) the employee's full name, place of residence, nationality, birthplace and birth number or, if the employee does not have a birth number; year and date of birth;
- b) the employer's full name and address;
- c) the name of the vessel if the employee is to serve on one vessel;
- d) the capacity in which the employee is to be employed;
- e) any agreements concerning:
  - i. employment involving the right and duty to serve on several vessels;
  - ii. employment for a specified period;
  - iii. employment for a specified voyage;
  - iv. work of a temporary nature;
  - v. trial period, if any;
  - vi. period of notice on either side;
  - vii. earliest date of notice of termination, if applicable;
  - viii. port of departure upon termination of employment, if applicable;
- f) any collective bargaining agreement applicable to the employment, or, if such collective bargaining agreement does not exist, the agreed monthly wages and overtime payment per hour;
- g) the day from which the wages shall be payable, as well as the expected duration of the voyage insofar as the wages are established for a specified voyage;
- h) the amount of paid annual leave, or the formula used to calculate it;
- i) the health and social security protection benefits to be provided to the seafarer by the employer;
- j) the employee's entitlement to repatriation;
- k) other engagement conditions, if any;
- l) the place and date of the entering into of the employment agreement.

The employment agreement shall be signed by the employee and the employer or whoever authorised by the employer. The parties to the agreement shall each keep an original of the employment agreement.

If the employer is someone other than the company, the employer shall, in connection with the entering into of the employment agreement, inform the employee in writing as to who the company is. If it at the time of the entering into of the agreement is not clear who the company is, the employer shall inform the employee in writing as soon as this information is known to the employer.

## Section 3

### *Form of employment agreement*

The employment agreement shall be entered into using the form prescribed by the Norwegian Maritime Authority. The Norwegian Maritime Authority may, upon application, approve other forms of employment agreement. This provision shall not apply to employees on fishing vessels.

## Section 4

### *Payment of wages*

The employee may require payment of wages in cash if there is a particular need for it.

Where the seafarer is held captive as a result of an act of piracy or armed robbery against ships, the following shall apply:

- a. Wages shall continue to be paid during the entire period of captivity. The same applies to payments to designated persons pursuant to the Ship Labour Act section 4-2 third paragraph.
- b. When the employment agreement does not expire at the release from captivity, wages shall still be paid pending any termination of employment upon repatriation. If the employment agreement expires during the period of captivity or prior to repatriation, wages shall be paid until the employee is repatriated.
- c. When an employee dies while in captivity, wages shall be paid until the date of death of the employee.

After being released, employees are entitled to free repatriation, with subsistence, to their place of residence.

Amended by Regulation of 16 December 2020 No. 2908.

## Section 5

### *Written pay statement*

The pay statement shall, in addition to the information set forth in section 4-2 second paragraph of the Ship Labour Act, contain personal data and the vessel's name.

Upon termination of the employment the pay statement shall be signed by the employee and the employer or whoever authorised by the employer.

Section 4-2 second paragraph of the Ship Labour Act and this provision shall not apply to employees on fishing vessels unless running time wages have been agreed.

## Section 6

### *Transitional provisions*

The requirement to use the form of employment agreement containing the points of section 2 first paragraph (h), (i) and (j) applies to employment agreements entered into on 20 August 2013 or later. The same applies to the requirement for information about birthplace pursuant to section 2 first paragraph (a).

The employer shall in every case ensure that the rights pursuant to section 2 first paragraph are fulfilled, and these rights shall be specified in the employment agreement or in an appendix thereto.

## Section 7

### *Entry into force*

These Regulations enter into force on 20 August 2013.

As from the same date the Regulations of 3 February 1986 No. 230 concerning the employment agreement and settlement of wages form are repealed.