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 1-2, 3-1, 4-2 and 4-6, cf. Formal Delegation of 3 July 2013 No. 974.
EEA reference: EEA Agreement Annex XVIII point 25 (Directive (EU) 2019/1152).
Amendments: Amended by Regulations of 16 December 2020 No. 2908, 24 January 2022 No. 118, 29 June 2026 No. 1441 (in force on 1 July 2026).

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, place of birth and national identity number or, if the employee does not have such a number, year and date of birth;
b. the employer's name and address;
c. the name of the vessel where service is performed on a single vessel;
d. the employee's position;
e. any agreed or statutory terms concerning:
    i. employment with the right and obligation to serve on several vessels;
    ii. employment for a fixed period;
    iii. employment for a specified voyage;
    iv. work of a temporary nature;
    v. the duration and conditions of any probationary period;
    vi. the procedure for termination of employment, including formal requirements and notice periods;
    vii. the earliest date of termination, where applicable;
    viii. port of discharge upon termination of employment, where applicable;
f. any collective agreement applicable to the employment, identified by title or by the names of the parties to the agreement. Where terms more favourable to the employee than those provided for in the collective agreement have been agreed, such terms shall be included in the employment agreement. Where no such collective agreement exists, the employment agreement shall contain information on the component elements of the agreed running time wages or other remuneration, remuneration for work performed beyond agreed working hours, the method of payment and the time of payment of the agreed wages or other remuneration, and any supplements or other allowances payable in addition thereto;
g. the date of commencement of the employment and the date from which wages or remuneration accrue, as well as the expected duration of the voyage where wages or remuneration are fixed for a specific voyage;
h. the extent of paid annual leave or, alternatively, the formula used to calculate it;
i. sick pay and social security benefits to be provided by the employer;
j. the employee's entitlement to repatriation;
k. any entitlement to competence development provided by the employer;
l. the duration of any leave other than annual leave that is wholly or partly paid by the employer, or the rules governing allocation and determination of such leave if the duration cannot be determined at the time the employment agreement is entered into;
m. the length of the normal working day or week, as well as any arrangements for work beyond agreed working hours and changes in work schedules or shifts, where the work pattern is entirely or mostly predictable;
n. any other working conditions; and
o. the place and date of conclusion of the employment agreement.

The information referred to in the first paragraph subparagraph e (v) and (vi) and subparagraphs f, h, i, j, k, l, m and n may be provided in the employment agreement by reference to relevant acts, regulations or collective agreements governing such matters, identified by title or by the names of the parties to the collective agreement.

The employment agreement shall be signed by the employee and the employer or a person 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 shipping company, the employer shall, in connection with the conclusion of the employment agreement, inform the employee in writing of the identity of the company. If, at the time the agreement

is concluded, it is unclear who the company is, the employer shall inform the employee in writing as soon as this becomes known to the employer. The same shall apply where the employee is hired out by an undertaking other than the company.

Where changes in the employment relationship result in the employment agreement no longer being up to date, the employment agreement shall be amended accordingly as soon as possible. Until the necessary amendments have been made to the employment agreement, it shall be sufficient for the employer to provide written information on the changes in the employment relationship in a document addressed to each individual employee no later than the date on which the changes take effect. It is not necessary to amend the employment agreement where changes merely reflect amendments to acts, regulations or collective agreements referred to in the employment agreement, but references to new legislation shall be included in the employment agreement where an act or regulation is repealed and replaced by new legislation.

Amended by Regulation of 29 June 2026 No. 1441 (in force on 1 July 2026).

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 or ships registered in the Norwegian International Ship Register (NIS).

Amended by Regulation of 29 June 2026 No. 1441 (in force on 1 July 2026).

Section 4

Payment of wages and entitlement to free repatriation

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

Where the employee 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.
d. After release, the employee shall be 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 a person 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 an employment agreement containing the information referred to in section 2 first paragraph subparagraphs h, i and j applies to employment agreements entered into on or after 20 August 2013. The same applies to the requirement to include information on place of birth pursuant to section 2 first paragraph subparagraph a. For employment agreements entered into before 20 August 2013, the employer shall ensure that the employee has an updated employment agreement or an appendix thereto containing such information.

The requirement to use an employment agreement containing all the information referred to in section 2 first paragraph applies to employment agreements entered into on or after 1 October 2026.

Where the employment agreement was entered into before 1 October 2026, the employer shall, at the request of the employee, ensure that the employee is provided with an updated employment agreement or an appendix thereto containing all information referred to in section 2 first paragraph that is relevant to the employment. The employer shall

ensure that the employee receives such documentation as soon as possible and no later than two months after the employee submitted the request.

The employer shall in all circumstances ensure that the rights pursuant to section 2 first paragraph are complied with at all times.

Amended by Regulation of 29 June 2026 No. 1441 (in force on 1 July 2026).

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.