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SEAMEN'S ACT
(423/1978, amendments up to 342/2007 included)

CHAPTER 1. GENERAL PROVISIONS

1. Scope of the Act

Subject to the exceptions specified below, this Act shall apply to work done by a worker under a contract for an employer under the latter's direction and supervision and in return for wages or other remuneration on board a Finnish ship or upon orders of the employer, elsewhere on a temporary basis.

2. Exceptions to the scope of the Act

This Act shall not apply to work which -

- 1) is done only while a ship is in port by a person who does not accompany the ship;
- 2) is to be regarded merely as a temporary activity carried out in order to inspect, service or pilot the ship or for any other comparable purpose;
- 3) is done on rafting equipment, with the exception of transport equipment used for rafting;
- 4) is done on board a pleasure vessel or a ship where only members of the employer's family are employed; or
- 5) is done on board a state-owned ship that is used for defence or frontier guard duties.

Notwithstanding the foregoing, the provisions of sections 13, 31, 36, 74 and 75 shall apply to the temporary work referred to in subparagraph 2 of the first paragraph of this section and those of sections 4 and 5 to work done on board a pleasure vessel.

The provisions of sections 20, 36, 37, 46, 51, 54, 68 to 73, 78 and 84 shall not apply to work done on board a ship used in the home trade for such time as it is plying within the frontiers of Finland or within the tenancy area of the Saimaa canal or the waters in the immediate vicinity of it belonging to [the Soviet Union].

3. Duration of contracts of employment

A contract of employment may be concluded for a definite duration, for a specified voyage or several such voyages or for an unspecified period. A contract shall also be deemed to have been concluded for a specified period if it relates to a given job or if the duration of the employment relationship is otherwise evident from the purpose of the contract.

A worker whose employment relationship has continued without interruption for nine months or who has not had an opportunity for the last six months to give notice of the termination of his contract to take effect in his home country or at the place where the contract was concluded shall be entitled, notwithstanding any contrary agreement, to give notice of termination to take effect when the relevant period of notice has expired.

A contract under which the work is to begin more than a year after the contract was concluded may be terminated by the worker by giving notice before the work begins.

3 a. (1177/1988) Trial period

Part of the term of the contract of employment may be agreed to be a specific trial period, lasting no longer than four months, during which the contract can be rescinded by either party. Rescission may not, however, take place on grounds referred to in the third paragraph of section 15 or on otherwise inappropriate grounds. If the employer provides the worker with specific work-related training, which lasts continuously for over four months, a trial period of no more than six months can be agreed.

4. (1361/2006) Form and content of contract of employment

The contract of employment shall be drawn up in writing on the employer's responsibility.

The contract of employment shall indicate:

- 1) the name and domicile or business address of the employer and the name, personal ID code and place of residence of the employee;
- 2) the date on which the work will commence;
- 3) the duration of a contract concluded for a specified period and the grounds for the fixed-term nature of the contract;
- 4) a trial period if this has been agreed on;
- 5) the ship on which the worker will be employed at the beginning of the employment relationship;
- 6) the worker's qualifications and duties on the ship, or his or her main tasks;
- 7) the Collective Agreement applicable to the work;
- 8) the criteria on which pay and other remuneration are determined and the specified pay period ;
- 9) regular working hours or the criteria on which they are determined;
- 10) annual leave or the criteria on which it is determined;
- 11) period of notice for termination of contract or the criteria on which it is determined; and
- 12) in work abroad of a duration of no less than one month, details of the duration of the work, the currency in which cash payment is to be made, monetary compensation and fringe benefits to be paid abroad and the terms of the worker's repatriation.

Should the worker, during the period when the contract is in force, transfer from one ship to another, the Finnish Maritime Administration must be notified of the transfer as provided in the Act on the Registering of Ship's Crew (1360/2006).

The contract of employment shall be drawn up in four copies, one of which is to be given to the worker, one to the master of the ship and two to the employer.

When the contract of employment is concluded the worker shall be given the information he or she considers necessary:

- 1) on valid inspection certificates of the ship, and
- 2) the area where the ship will be in traffic.

5. Minimum age; conclusion of contracts of employment by persons under age

Male persons who have reached the age of 16 years or will reach that age in the course of the current calendar year and female persons who have reached the age of 17 years may be employed in work covered by this Act. Female persons who have not yet reached the age of 18 years may not be employed in work on board a ship used outside European waters.

No person who has not yet reached the age of 18 years may be employed as a trimmer or stoker on board a ship driven mainly by steam.

A person who is under age may, as a worker, himself conclude a contract of employment and may also give notice to terminate it or rescind it. Provided that the guardian shall have the right to rescind a contract of employment concluded by a person who is under age if such termination is necessary in view of his upbringing, development or health.

6. Transfer of entitlements; transfer of the employer's undertaking

Neither the worker nor the employer shall be permitted, without the consent of the other party to the contract, to transfer any entitlements deriving from it, other than an entitlement to the payment of due debts, to a third party.

Where the employer's undertaking or ship is transferred, all employment relationships shall continue to be binding on the transferor, save as provided to the contrary hereinafter.

Where an employer's undertaking or ship is transferred to a Finnish citizen or Finnish undertaking, the employer's rights and obligations shall, notwithstanding the provisions of the second paragraph of this section, be immediately transferred to the new owner of the undertaking or ship, in so far as the worker, on being questioned, states that he will go over to the new owner's service. Nonetheless, the new owner shall not be liable for the worker's wages or any other claims under his employment relationship that became due before the transfer. The worker's right to give notice of the termination of his contract in such cases shall be governed by section 44.

The provisions as to the transfer of an undertaking or ship shall apply, *mutatis mutandis*, to its lease.

7. Employers' representative

The employer may appoint another person to direct or supervise the work on his behalf.

Where the representative, in the performance of his duties, causes loss to a worker either through his own fault or as a result of an omission, the employer shall be liable for compensation.

**CHAPTER 2. OBLIGATIONS DERIVING FROM
CONTRACTS OF EMPLOYMENT****Workers' obligations**

8. General provisions as to workers' obligations

A worker shall carry out the work assigned to him with care and in accordance with the instructions given by the employer in exercise of his authority as regards the way the work is to be done, the nature and scope of the work and the time and place for its performance. He shall avoid anything that is incompatible with what is reasonably to be expected of a worker in his position and might be likely to cause loss to the employer.

9. Safety at work

The worker shall take the necessary care to ensure safety at work. He shall inform the employer of any defects or shortcomings in machinery, appliances, equipment and safety devices in his use or care or in the cargo transported on board the ship if they may involve a risk of accident or illness.

10. Obligation of workers to be present on board

While a ship is in port or in a safe anchorage, a worker shall be required to be on board during his free time only if his presence is unavoidably necessary to the safety of the ship, passengers or cargo or to the impending departure or warping of the ship.

The employer shall arrange a free transport service to and from the shore for the workers' benefit, if it is possible to do so at reasonable cost, having regard to the circumstances.

11. Competing contracts of employment

A worker shall not, without the employer's consent, carry out work for another person or otherwise engage in activity that, as a form of competition, is incompatible with good practice in the employment relationship and thus manifestly causes loss to the employer. Where the employer, on the conclusion of the contract, is aware of the competing activity but no explicit agreement is made with the worker that it should cease, he shall be deemed to have given his consent to it.

On application by the employer a court may cancel a contract of employment concluded in violation with the first paragraph of this section and forbid the worker to engage in the competing activity.

Any one who engages a person whom he knows to be debarred from accepting such work either in virtue of the first paragraph of this section or otherwise on account of an earlier contract of employment, shall be jointly liable with the worker for compensating for any loss thereby caused to the employer.

(4) Repealed (333/1996)

11 a. (333/1996) Anti-competition agreement

If particularly weighty reasons related to the employment relationship so require, an agreement (anti-competition agreement) can be made restricting the worker's right to:

- 1) enter into a contract of employment with a person engaged in a particular line of business, profession or other activity in competition with the employer, once the employment relationship has ceased;
- 2) independently engage in any such activity.

In assessing the particularly weighty reasons referred to in paragraph 1 above, inter alia the following points shall be taken into account:

- 1) the nature of the employer's activities, and the employer's need for protection arising from the guarding of trade or professional secrets or special training arranged by the employer for the worker;
- 2) the worker's position and duties.

An anti-competition agreement may restrict the worker's right to enter into a new contract of employment or engage in an activity for six months, at the most. The restriction on competition may last for at most one year, provided that the worker can be considered to have received reasonable compensation for the disadvantage caused to him by the restriction. The contractual fine stipulated in an anti-competition agreement shall not exceed the total wages received by the worker during the six months that preceded termination of the employment relationship. If no fine has been agreed upon, the provisions in section 64, paragraph 3, shall apply to the duty of the worker to compensate any damage caused by the breach worker of the said agreement. The anti-competition agreement shall not bind the worker if the employment relationship has been terminated for a reason due to the employer.

What is provided in paragraph 3 concerning the duration of an anti-competition agreement and fines attached to it shall not apply to a person in a leading position immediately subordinate to the managing director and participating in the direction of the company, firm or establishment.

An anti-competition agreement shall be null and void inasmuch as it infringes the provisions of paragraphs 1-3 above. Otherwise, the provisions of the Act (228/1929) on Legal Transactions Under Property Law shall apply to the validity and mitigation of such agreements.

12. Business and trade secrets; bribery

For such time as he is a party to a contract of employment, a worker shall not use or reveal any of the employer's business or trade secrets that have been entrusted to him or have come to his knowledge in any other manner. In addition to the worker who revealed the secret, the person to whose advantage a secret has been revealed shall also be liable to pay compensation for the loss caused, if he knew or should have known that the worker was acting in breach of his duties.

A worker shall not accept, stipulate or demand any gift or other benefit in return or as a reward favouring any one in any business activity.

13. Workers' effects

A worker shall not take anything on board that may be a danger to the ship, passengers or cargo or cause untidiness on board. He may likewise not take merchandise on board without the master's consent.

If there is reason to suppose that anything has been taken on board that may cause danger or untidiness, as provided in the first paragraph of this section, the master may have the workers' accommodation searched in the presence of a witness. Where anything causing

such danger or untidiness is found on board the ship, the master shall have the right to take it in custody, have it taken ashore or, if necessary, have it destroyed.

14. Maritime declarations; workers' obligation to be present

Where a worker's presence is required for the purpose of making a maritime declaration, he shall, until the declaration has been made, hold himself ready at the place where the declaration is to be made or in such proximity to that place that he can attend without delay on being summoned. The employer shall pay him wages for the period in question and cover the cost of his accommodation and any necessary journeys made for the purposes of the declaration.

Employers' obligations

A. General provisions

15. General provisions as to employers' obligations

An employer who is not bound by a collective agreement in accordance with the Collective Agreements Act (No. 436 of 1946) shall nevertheless be required to comply in employment relationships with the wage and other conditions laid down to be applied, for the work in question or the most closely comparable type of work, in the nation-wide collective agreement which may be deemed to represent general practice in the branch concerned.

Where a contract of employment conflicts in any respect with the provisions of the first paragraph of this section, it shall to that extent be null and void and the corresponding provisions in the appropriate collective agreement shall be applied instead.

(3 - 5) Repealed (24/2004)

15 a. (24/2004) Prohibition of discrimination, and equal treatment

The employer shall not exercise any unjustified discrimination against employees on the basis of age, health, disability, national or ethnic origin, nationality, sexual orientation, language, religion, opinion, belief, family ties, trade union activity, political activity or any other comparable circumstance. Provisions on the prohibition of discrimination based on gender are laid down in the Act on Equality between Women and Men (609/1986). The definition of discrimination, prohibition on sanctions and burden of proof in cases concerning discrimination are laid down in the Non-Discrimination Act (21/2004).

Without proper and justified cause less favourable employment terms than those applicable to other employment relationships must not be applied to fixed-term and part-time employment relationships merely because of the duration of the employment contract or working hours.

The employer must otherwise, too, treat employees equally unless there is an acceptable cause for derogation deriving from the duties and position of the employees.

The employer must observe the prohibition of discrimination laid down in paragraph 1 also when recruiting employees.

B. Payment of wages

16. Reckoning of wages

Save as otherwise provided elsewhere in this Act, wages shall be reckoned from the beginning of the day on which the worker reports for work and until the end of the day on which his employment relationship ceases.

Where, before starting work, a worker has had to travel from the place where the contract was concluded in order to reach his work, his wages shall nevertheless be paid from the beginning of the day on which he started the journey.

Where a daily wage is calculated on the basis of a monthly wage, a month shall be deemed to consist of 30 days.

17. Wages saved

Where the number of workers is reduced in the course of a voyage, the wages thus saved while the ship is at sea shall be distributed among the remaining workers in proportion to the increased amount of work allotted to them, but only in so far as they have not been paid overtime compensation in accordance with the relevant provisions.

The provisions of the first paragraph of this section shall apply to catering staff also while the ship is in port.

The provisions of this section shall also apply where a ship is undermanned when the voyage begins.

18. Time, place and manner of payment

Save as otherwise provided hereinafter or as agreed on the basis of the provisions laid down hereinafter, wages shall be paid on request when the ship is in port, but not more than once a week in any one country.

Wages shall be paid in cash unless otherwise provided in section 20. Wages shall be paid on request in local currency and at the rate applied by a local bank when dealing with the currency agreed to as the currency in which the wage is payable.

Agreement may be reached on the payment of wages for specified pay periods. Such periods shall not exceed one month. Save as otherwise agreed, wages shall then be paid on the last day of the pay period, after the hours of work and at the workplace or in its immediate vicinity. Where the employment relationship ceases, the pay period shall also be deemed to have expired.

Wages may upon separate agreement be paid into a worker's bank account or through a bank or postal giro system. Save as otherwise agreed, the payment or the giro order shall be sent in sufficient time for the wages to be foreseeably at the worker's disposal on the due date, and he shall in addition be afforded an opportunity, if necessary, of drawing all or part of them in cash. The employer shall cover the cost of payment in this way.

If the payment of debts arising from the employment relationship is delayed on its termination, the worker shall be entitled to full pay for the waiting days, though for no longer than six days. If the worker's claims are not clear and uncontested or if the delay is due to the employer's calculation error or other similar error, the worker shall be entitled to wages for the waiting days only if he has notified the employer about the payment delay within a month of the termination of employment and the latter has not made the payment within three weekdays of the notification. In these cases, the right to wages for the waiting days shall start on the expiry of the aforementioned period of payment granted to the employer. (1177/1988)

19. (960/1999) Due dates falling on public holidays and certain other days

Where, in the course of an employment relationship or on its termination, cash wages fall due for payment on a public holiday, Independence Day, May 1, Christmas Eve, Midsummer's Eve or a Saturday that is not a holiday or on a weekday on which the payment system used generally by banks for inter-bank transfers are, according to an announcement of the Bank of Finland, which shall be published in the Statute Collection, out of use by virtue of a decision of the European Central Bank or the Bank of Finland, the preceding weekday shall be deemed to be the due date.

20. Allotment of wages to the home country

If a worker so requests, a certain part of his wages shall be credited each month to his bank account or paid to a specified person.

Where an employer has failed, for reasons within his control, to make payments covered by the first paragraph within such time as may be considered reasonable in each individual case, he shall pay interest on the amount outstanding in accordance with section 4 of the Interest Act (No. 633 of 1982) and also compensation for any loss sustained. (1177/1988)

21. Security

Where money has been paid as security for a contract, it may be deducted from the worker's wages unless agreement has been reached to the contrary.

22. Employer's right of set-off

An employer shall not set off any wages standing to a worker's credit against any counter-claim, to the extent that such wages are legally exempt from distraint.

Where a worker has been paid security that is to be deducted from his wages or any other advance, the amount in question shall be rated first in the part of the wages that may not be set off against any counter-claim.

23. Compensation in the event of prevention of work

Where a worker has been available for service to the employer under his contract, but has not been able to do his work for reasons attributable to the employer, he shall nevertheless be paid his wages.

Where, as a result of an accident at sea, fire or a natural event of an exceptional nature that has affected the ship or any other workplace covered by section 1, or of any other similar obstacle not attributable to the worker or the employer, the former has not been

able to do his work, he shall be entitled to his wages for such time as the obstacle persists, subject to a maximum of two weeks. Provisions concerning the worker's right to compensation when prevented from working due to the ship being destroyed or declared beyond repair are laid down in section 58. (333/1996)

The employer may, subject to the first paragraph of section 22, deduct from the wages payable to a worker under the first or second paragraph of this section any sum the worker has saved through not having worked or has earned or deliberately failed to earn from other work during the period in question.

24. Layoff

If the employer were entitled to terminate a contract of employment with or without notice, he has the right to lay off a master at 90 days', other officers at 30 days' and other workers than those referred to above at 14 days' notice, suspending the work and remuneration until further notice or for a specified period, while the employment relationship shall otherwise remain in force. A worker may thus be laid off for a maximum of 90 days in the case that the amount of work has temporarily diminished and the employer is not reasonably able to arrange for other work or training relevant for his needs. (1440/1992)

The lay-off of a worker may be agreed upon in the contract of employment or otherwise during the employment relationship at the initiative of either the employer or the worker. The right to lay off workers may be extended by a collective agreement. (342/2007)

Where a worker has been laid off for an unspecified period, the employer shall, unless otherwise agreed, inform him of the resumption of work at least a week beforehand. (381/1991)

A worker who has been laid off shall not be prevented from taking up other employment for the period in question. (381/1991)

24 a. (255/1979) Advance notice of lay-off

If the reason for a lay-off under the first paragraph of section 24 is a reduction in work due to economic or production-related causes, the employer shall, when he has become aware of the necessity of the lay-off, give advance notice of the lay-off to the shop steward referred to in the first paragraph of section 77 forthwith and if possible three months before the lay-off starts at the latest and, if the lay-off concerns at least ten workers, to the manpower authorities as well. The advance notice shall state the reason for the lay-off, the estimated starting date and duration and the estimated number of workers to be laid off by occupational group.

24 b. (255/1979) Notice of lay-off

The duty to give notice as provided for in the first paragraph of section 24 shall not, however, apply where the employer, for any other reason than the lay-off, is exempt from the duty to pay wages in respect of the lay-off period or where work is prevented in any of the cases referred to in the second paragraph of section 23.

Notice of lay-off shall be given to the worker in person, unless otherwise agreed by the employer and the shop steward referred to in the first paragraph of section 77. The notice

shall state the reason for the lay-off, its date of commencement, the duration of a lay-off for a specified period and the estimated duration of a lay-off for an unspecified period. At the worker's request, the employer shall provide a written certificate of the lay-off. The notice of the lay-off shall be communicated to the shop steward referred to above and, where the lay-off concerns at least ten workers, also to the manpower authorities.

25. Wages during illness

Where a worker is prevented from doing his work on account of illness or physical injury, he shall be entitled, for such time as his employment relationship continues to exist, to receive his wages while he is so prevented, subject, in the case of the master of a ship, to a maximum of 90 days and, in the case of other workers engaged in the foreign and home trades, to a maximum of 60 and 30 days respectively.

Notwithstanding the foregoing, a worker shall not be entitled to his wages for such time as he is ill, in so far as the illness was contracted or the accident sustained during a period of annual holiday or lay-off, except in cases where it can be clearly shown that his incapacity for work is due to circumstances occasioned by the work. An entitlement to wages during illness due to incapacity for work occurring during a period of annual holiday shall begin from the eighth day following the onset of the incapacity, if the worker has requested, in the manner prescribed in the third paragraph of section 8 of the Act (No. 353 of 1975) on Seamen's Annual Holidays, to have the leave brought forward; where the illness is due to incapacity beginning while the worker is laid off, the entitlement shall begin on the day following the onset of such incapacity.

Workers' right to wages during illness may be restricted by a collective agreement between national employers' and workers' organizations. Employers may also apply such stipulations in collective agreements to the employment relationships of workers who are not bound by the said agreements but in whose employment relationships the terms of the agreements are otherwise observed. Following the termination of a collective agreement, the stipulations referred to above may be observed until a new collective agreement comes into force in employment relationships to which the said regulations would be applicable if the said collective agreement were still in force. (154/2001)

26. Compensation in respect of illness in cases where the employment relationship is terminated

Where a worker is unfit for work on account of illness or physical injury when his employment relationship is terminated, he shall be entitled to compensation corresponding to his wages for such time as he is ill, in so far as he would have been entitled to his wages during that period if his employment relationship had continued to exist.

A worker shall also be entitled to the compensation referred to in the first paragraph of this section in respect of incapacity for work occurring within six months of the termination of his employment relationship if such incapacity can be clearly shown to be attributable to circumstances occasioned by the work.

Where an employer rescinds a contract of employment on account of conduct on the worker's part that is covered by the first and second paragraphs of section 49, the worker shall not be entitled to the compensation referred to in the first paragraph of this section

even though he was unfit for work when his employment relationship was terminated, in so far as the illness or physical injury that led to his incapacity was caused by the conduct that was the reason for such rescission.

27. Relationship between the period of notice and the period of illness; forfeiture of wages during illness; forfeiture of compensation

Where the nature of the illness or physical injury referred to in sections 25 and 26 has been such that the employer is entitled to give notice of the termination of the contract of employment or where the worker has given notice of its termination, the period of notice shall be deemed to be included in the periods referred to in the first paragraph of section 25.

A worker shall not be entitled to the wages or compensation referred to in sections 25 and 26 if his incapacity for work is due to illness or a physical injury that he deliberately failed to report when the contract was concluded or if he caused it either wilfully or through gross negligence. He shall likewise not be entitled to such wages or compensation in respect of any period for which he receives wages from another employer.

28. Wages in the event of death; survivors' entitlement to supplementary wages

Where a worker dies, his wages shall be paid until the end of the day on which his death occurred, unless his entitlement to wages has ceased on any other account. If the ship is lost with all hands and it is impossible to establish when the loss took place, it shall be assumed in calculating the wages that the worker's death occurred on the expiry of the time that might reasonably have been taken by the lost ship to make the voyage from the place where it was last reported to its place of destination.

Where a worker leaves a surviving spouse or children who have not yet reached the age of 16 years, they shall be paid compensation corresponding to the worker's basic wages for a month plus any regular supplements if his death occurred while he was still a party to an employment relationship or was entitled to compensation under the first paragraph of section 26. Nonetheless, in this latter case any amount paid or payable under the first paragraph of section 26 may be deducted.

C. Other obligations of employers

29. Safety at work

An employer shall ensure safety at work and take all precautions that are reasonably necessary in view of the nature of the work and the working conditions, as well as the worker's age, sex, skill and other qualifications, in order to protect him against accidents at work or occupational health hazards.

In case a chemical substance, radiation or infectious disease, connected with the work of a pregnant worker or with the circumstances of her workplace, is estimated to cause danger to the development of the foetus or to the pregnancy, every endeavour shall be made to transfer her, until the beginning of her maternity leave, to other tasks which are suitable in view of her skills and experience, in case it has not been possible to eliminate the hazard from the work or the circumstances of the workplace. (1440/1992)

The employer and the worker shall co-operate at the workplace to ensure and promote occupational safety and health. (1440/1992)

30. Rest periods

The work shall be so arranged that the worker is granted sufficient time for rest, recreation and personal development, to follow his convictions and to discharge his civic obligations.

31. Medical examinations

Where there is reason to suppose that a worker is ill or has been injured, the employer shall convey him without delay to a medical practitioner with the object of having him examined or, if the ship is at sea, shall immediately establish contact with a medical practitioner, in so far as such action shall not be considered to be manifestly unnecessary. If the employer so requests, the worker shall be required to undergo a medical examination.

The employer shall cover the expenses connected with the above measures, except where the worker has manifestly requested a medical examination unjustifiably.

32. (534/2006) Maternity, special maternity, paternity and parental leave

Workers are entitled to leave from work for periods covered by a maternity, special maternity, paternity or parental allowance referred to in the Sickness Insurance Act (1224/2004).

Workers are entitled to take parental leave in no more than two periods, each of which must last at least 25 week days.

32a. (26/1999) Work during a period of maternity allowance

With the employer's consent, a worker may work during periods of maternity allowance in duties which do not endanger the safety of the worker or the foetus or of a child already born. However, such work may not be done during the two weeks preceding the estimated date of birth or during the two weeks following child birth. Both the employer and the worker are entitled at any time to terminate work carried out during a period of maternity allowance.

32b. (534/2006) Child-care leave

A worker is entitled to child-care leave to take care of the worker's own child or any other child living in the worker's household permanently, until the child has turned three years. The entitlement to child-care leave of a parent of an adopted child, however, continues until a period two years has elapsed from the adoption, or at the most until the time the child starts school.

Child-care leave can be taken in no more than two periods of at least one month each unless the worker and the employer agree on more than two periods or periods of less than one month. Child-care leave may be taken by only one of the parents or guardians at a time. During maternity or parental leave, however, the other parent or guardian can take one period of child-care leave.

32c. (534/2006) Notification of maternity, paternity and parental leave and child-care leave

The employee shall notify the employer of maternity, paternity or parental leave or child-care leave at least two months before the intended start of the leave. In case the duration of this leave is no more than 12 working days, however, the period of notification is one month. When giving notification of leave to care for an adopted child, the notification period prescribed above should be observed whenever possible.

In case observing the notification period of two months is not possible because of the spouse starting employment and the consequent need for child care arrangements, the employee shall be entitled to take parental leave one month from the date of the notification, unless this results in a serious inconvenience to production or service operations of the workplace. If the employer feels unable to consent to the notification period of one month, the employer shall inform the employee of the grounds for this refusal.

For a justified reason, the employee shall have the right to change the time and duration of the leave by notifying the employer thereof no later than one month before the change takes effect. However, the employee shall have the right to take maternity leave earlier than intended and to change the time of paternal leave intended to be taken in connection with childbirth, in case this is necessary because of the birth of the child or the state of health of the child, mother or father. In that case, the employer shall be notified of the change as soon as possible. The parent of an adopted child shall have the right to change the term of the leave before the leave starts for a justified reason by notifying the employer at the earliest possible date.

32d. (534/2006) Partial child-care leave

An employee who has been employed by the same employer for a total period of at least six months during the previous 12 months is entitled to take partial child-care leave in order to care of his or her child, or some other child living permanently in the employee's household, up to the end of the second year during which the child attends basic education. If the child is covered by the extended compulsory school attendance referred to in section 25(2) of the Basic Education Act (628/1998), however, partial child-care leave is available until the end of the child's third school year. The parent of a disabled child or a child with a long-term illness in need of particular care and support may be granted partial child-care leave until the time the child turns 18. Both of the child's parents, or persons having the care and custody of the child, are entitled to take partial child-care leave during the same calendar period, but not simultaneously. The employee must submit a proposal on partial child-care leave at the latest two months before the leave will begin.

The employer and the employee shall agree on partial child-care leave and the detailed arrangements concerning it as they see fit. The employer cannot refuse to agree on or grant such leave unless the leave causes serious inconvenience to production or service operations that cannot be avoided through reasonable rearrangements of work. The employer must provide the employee with an account of the grounds for its refusal.

Any changes in partial child-care leave shall be agreed on. If it is not possible to reach an agreement, the employee has the right to interrupt partial child-care leave for a justified reason, observing a notice period of at least one month.

32e. Temporary child-care leave

When a worker's child or any other child living permanently in the worker's household who has not turned 10 years of age suddenly falls ill, the worker is entitled to temporary child-care leave for no more than 4 days at a time to arrange for care or to care for the child, provided that the worker leaves the ship and returns to it in a Finnish port. This entitlement also applies to a parent who does not live in the same household with the child. The parents of a child entitled to temporary child-care leave shall have the right to take temporary child-care leave during the same calendar period, but not simultaneously. (534/2006)

The worker must notify the employer of the temporary child-care leave and its estimated length as soon as possible. At the employer's request the worker must provide a reliable account of the grounds for the child-care leave.

32f. (26/1999) Absence due to compelling family reasons

Workers are entitled to temporary absence from work if their immediate presence is required by unforeseeable and compelling illness or accident afflicting their family. The right may be exercised on condition that the worker leaves the ship and returns to it in a Finnish port and the ship is not rendered unseaworthy as a result.

The worker must notify the employer of the absence and the reason thereto as soon as possible. At the employer's request, the worker must provide a reliable account of the grounds for the absence.

32g. (534/2006) Peremptory nature of family-leave provisions

Any agreement whereby a worker surrenders the right to the family leaves referred to in section 32 and sections 32b to 32f is void.

32h. (26/1999) Duty to pay wages

The employer is not obliged to pay wages to workers during family leaves referred to in section 32 and sections 32b to 32f. However, the employer is obliged to pay wages during maternity leave in the manner detailed in the provisions of section 25 on sick pay to a worker who has worked in the same undertaking or in an undertaking under the same management without interruption for at least six months. (534/2006)

If a worker is prevented from working outside periods of maternity or parental leave due to an illness related to pregnancy or childbirth, she is entitled to sick pay as provided in section 25. However, if the incapacity for work due to an illness related to pregnancy or childbirth and maternity leave are continuous, the worker is not entitled to wages for a period exceeding that laid down in section 25, paragraph 1, on sick pay.

The employer shall remunerate the worker for loss of income due to medical examinations carried out on the worker preceding child birth if the examinations cannot be carried out outside working hours.

32i. (582/2006) An employee's entitlement to have time off work in order to attend to a position of trust in the municipal government

The employees are entitled to receive time off their work in order to attend to a position of trust in the municipal government as prescribed in Section 32 b of the Local Government Act (365/1995).

33. Care during illness

Where a worker is ill or injured, the employer shall arrange for him to receive proper care on board the ship or ashore. Such care shall include maintenance, medical care and any related transport and medicaments. Where there is reason to suppose that the worker is suffering from an illness that may involve danger to the persons on board, the employer shall have him put ashore unless precautions against the danger of infection can be taken on board.

34. Care of sick workers; obligation to report

Where a sick or injured worker has to be left behind in a foreign country, the employer shall satisfy himself that the worker receives proper care and shall report the matter to the nearest Finnish consul, if it is necessary to do so for the worker's welfare. The employer shall also report the matter without delay to the worker's next-of-kin, if the worker does not object to his doing so.

35. Medical expenses

The employer shall cover the cost of care provided for a worker who has become ill or is injured while a party to an employment relationship, but not for longer than 42 days or, if the worker has to be cared for elsewhere than in his home country, 84 days. Save as provided hereinafter, the fact that care has been provided on board ship or that the employment relationship has terminated shall not affect the employer's obligation.

The employer's obligation under the first paragraph of this section shall cease six months after the worker's last leaving the ship. In relation to the cost of hospital care this period may be increased to one year if the worker has not been able to receive care earlier for reasons beyond his control.

The employer shall not be required to cover the cost of care during illness, as provided in this section, if the worker deliberately failed to inform him of the illness or physical injury in question when concluding the contract, caused the illness or injury either wilfully or through gross negligence or, except in so far as it can be clearly shown that the illness is due to circumstances occasioned by the work, contracted the illness or sustained the injury while on annual holiday or during a period for which he was laid off. An employer shall likewise be under no such obligation to the extent that the worker is entitled, after the termination of his employment relationship, to have the sick care costs referred to in the first paragraph of this section covered by any other employer.

The provisions of the Act (583/1986) on Communicable Diseases shall be applied in regard to the reimbursement of the cost of hospital care, medical treatment and medicaments necessitated by venereal disease in its communicable stages. (333/1996)

36. Obligation to report death and bury deceased workers; care of deceased workers' effects

An employer shall report a worker's death without delay to the latter's next-of-kin.

Where the worker was or would have been entitled at the time of his death to receive care at the employer's expense, as provided in section 35, the employer shall arrange for his burial. Where the worker is cremated, the employer shall also arrange for the urn containing his ashes to be sent to a place of safekeeping indicated by the next-of-kin or which otherwise is appropriate.

The master shall arrange as soon as possible for an inventory of the effects that the deceased worker has left on board the ship to be taken in presence of witnesses and for such effects to be delivered to the members of the worker's estate or to the employer's representative on their behalf. Where the effects are likely to deteriorate or be destroyed before they can be delivered, the master may sell them or dispose of them. The sum realised as a result of the sale shall be forwarded to the members of the worker's estate or to the employer's representative on their behalf.

37. Cost of burial

The cost of a worker's burial shall be covered by the employer if he was required to arrange for it in accordance with section 36. The cost of cremation shall be equated with the cost of burial.

Where a worker dies while the State is liable in accordance with this Act for covering the cost of care during illness, the State shall also cover the cost referred to in the first paragraph of this section.

CHAPTER 3. TERMINATION OF CONTRACTS OF EMPLOYMENT

38. Contracts concluded for a specified period

Save as otherwise agreed, a contract of employment concluded for a specified period or voyage shall be terminated without notice on the expiry of the period of employment specified in the contract.

Where, in cases covered by the first paragraph of this section, the period of employment is not specified by reference to the calendar, the employer shall inform the worker in good time that his employment relationship is expected to cease if its cessation is due to circumstances of which the employer, but not the worker, is aware.

39. Contracts concluded for an unspecified period

A contract of employment that has been concluded for an unspecified period or that is otherwise valid for an unspecified period may be terminated by either party, the termination to take effect on the expiry of a specified period of notice or, if agreement has been reached or special provision made by law to that effect, without regard for any period of notice.

The employer may not give notice to the worker without a particularly weighty reason. The following at least cannot be regarded as such reasons: (1177/1988)

- 1) the worker's illness or physical injury, if he cannot be expected to be unfit for work for a substantial period of time on that account;
- 2) the worker's political, religious or other opinions or his participation in public activities or the activities of any association;
- 3) the worker's participation in a strike or other industrial action, except where the employer would on that account be entitled instead of giving notice to rescind the contract under section 49; or
- 4) repealed (381/1991).

An employer's right to give notice may also be so restricted by agreement that he is allowed to exercise it only on specified grounds.

The employer may not terminate a contract of employment on the grounds of the worker's pregnancy. Should the employer terminate the contract of a pregnant worker, the termination shall be deemed to have been based on the pregnancy unless other grounds are provided by the employer. The worker must provide proof of the pregnancy if so requested by the employer. The employer may neither during special maternity, maternity, paternity or parental leave or child-care leave give notice to terminate a worker's contract nor, once he has learned of the worker's pregnancy or the worker's intention to exercise the aforementioned right to leave, terminate the contract to end at the beginning of said leave or during it. Any agreement otherwise is null and void. (26/1999)

The employer shall effect the termination of the employment contract on the grounds referred to in this section within a reasonable time after he learned of such grounds to termination. (1440/1992)

39 a. (381/1991) Economic and productional reasons to terminate

The employer shall be entitled to terminate a contract of employment concluded for a unspecified period, provided that the amount of work has diminished for economic, productional or other equivalent reasons, to a larger extent than insignificantly, and not only temporarily, and the worker cannot in regard to his skill and abilities reasonably be assigned to other duties or retrained.

In none of the following situations shall there exist grounds for termination referred to in paragraph 1 above:

- 1) the termination was preceded or followed by the engagement of a new worker for similar duties, and no changes have occurred in the employer's circumstances during the corresponding period;
- 2) the reorganisation of tasks, put forward as the grounds for the termination, does not in fact diminish the amount of work the employer can make available, or change the nature of the tasks;
- 3) the acquisition of machinery or equipment has been put forward as the grounds for the termination, while the worker, considering his skills, could have been trained through the care of the employer to operate those machines or equipment; or
- 4) savings of costs as a result of the reduction of the workforce has been put forward as grounds for the termination; yet the amount thus saved is so insignificant that, in view of the circumstances of the employer and the worker, it cannot be considered the real reason.

The provisions in the third paragraph of section 39 on restrictions to the right to terminate a contract of employment shall correspondingly apply also to the grounds of termination referred to in this section.

40. (591/1986) Right to return to work in certain cases

Following absence based on illness or injury or a leave referred to in section 32 and sections 32b - 32f, workers are entitled to return primarily to the same ship they left for the said reason. Workers have a primary right to return to their former duties. If this is not possible, the worker must be offered corresponding work that is in keeping with the employment contract or, if this is not possible, other work in keeping with the contract.(534/2006)

If a worker knows when he can resume his work, he shall so inform the employer in good time.

(3) Repealed (26/1999)

A worker refusing to accept work offered to him in accordance with the first paragraph of this section shall not be entitled to his wages, as provided in the first paragraph of section 23. (534/2006)

41. (1177/1988) Giving of notice and period of notice

Notice of termination of a contract of employment shall be given in writing. The employer shall provide the worker with a written statement of the reasons that led to the notice being given. (1440/1992)

Agreement may be reached on a period of notice not exceeding six months. Where agreement is reached on a longer period, the six-month period shall apply instead.

Agreement may be reached on a period of notice that is longer for the employer than for the worker. Where agreement has been reached on a longer period of notice for the worker than for the employer, the period of notice stipulated for the employer shall also apply to the worker.

Where the employment relationship has continued without interruption and no other agreement exists, the periods of notice to be observed by the employer are:

- 1) one month, where the employment relationship has not lasted for more than one year;
 - 2) two months, where the employment relationship has lasted for over one year but not more than five years;
 - 3) three months, where the employment relationship has lasted for over five years but not more than nine years;
 - 4) four months, where the employment relationship has lasted for over nine years but not more than 12 years;
 - 5) five months, where the employment relationship has lasted for over 12 years but not more than 15 years;
 - 6) six months, where the employment relationship has lasted for over 15 years.
- (107/1996)

If no other period of notice has been agreed on, the master's employment contract can, however, be terminated so as to end not sooner after three months. (1177/1988)

Where the employment relationship has continued without interruption and no other agreement exists, the periods of notice to be observed by the worker are:

- 1) 14 calendar days, where the employment relationship has not lasted for more than one year;
- 2) one month, where the employment relationship has lasted for over one year but not more than ten years;
- 3) two months, where the employment relationship has lasted for over ten years. (107/1996)

If the giving of notice is not to be examined by the ship's committee under section 69, the employer shall, before giving notice, provide the worker with an opportunity to be heard about the grounds for the termination. The worker is entitled to use an assistant at the hearing. (1177/1988)

41 a. (1177/1988) Failure to observe the period of notice

An employer who fails to observe the period of notice stipulated in section 41 is liable to pay the worker full wages for the period of notice.

If the worker resigns without regard to the period of notice, he is liable to pay an amount corresponding to the wages of the period of notice to the employer in full compensation for having not observed the period of notice. The employer may deduct this amount from the worker's final pay, observing the provisions of section 22 of this Act on the employer's right of set-off.

If the failure to observe the period of notice concerns only a part of that period, the payment obligation pertains to the corresponding part of the wages for the period of notice.

41 b. (381/1991) Period of notice, compensation as free time and salary during the period of notice

If a notice of termination of the worker's employment contract has been given under section 39a, the employer has not, unless otherwise agreed, the right to schedule compensation to be given as free time, as referred to in section 14 of the Seamen's Hours of Work Act (296/1976) or agreed on in collective agreements, and earned before giving notice but not yet taken, so that it coincides with the period of notice.

The salary for the period of notice comprises the basic salary together with any fixed supplements and fringe benefits.

42. Tacit prolongation of contracts

A contract shall be deemed to have been prolonged for an unspecified period if the employer permits the worker to continue with his work after the employment relationship could have ceased in accordance with this Act because the agreed period has expired, the voyage has ended, or notice of the termination of the contract has been given and the period of notice has expired.

The provisions of the first paragraph of this section shall not apply if, after the expiry of the period referred to in that paragraph, work is done that is unavoidably necessary for the safety of the ship, passengers or cargo and such work does not last longer than two days.

43. Employer's bankruptcy or death

If the employer goes into bankruptcy, the contract of employment may, notwithstanding the provisions of section 39 and irrespective of the length of time for which the contract was concluded, be terminated by the giving of notice by either party, subject to the periods of notice specified in section 41. Wages for the period for which the bankruptcy proceedings are in progress shall be paid out of the bankrupt estate.

Where the employer dies, both the parties to his estate and the worker shall have the right to give notice, as provided in the first paragraph of this section.

43 a. (333/1996) Notice of termination in conjunction with restructuring

If the employer is subject to the procedure referred to in the Act (47/1993) on the Restructuring of Undertakings, the notice of termination on the worker's contract can be given on two months' notice even if the notice or contract period would otherwise be longer, if:

- 1) the grounds for notice arise from an arrangement or action that must be carried out in the course of the restructuring procedure in order to avert bankruptcy, and as a result of which work will cease or decrease to a larger extent than insignificantly, and not merely temporarily; or
- 2) the grounds for notice arise from an action carried out under an approved restructuring programme as a result of which work will cease or decrease to a larger extent than insignificantly, and not merely temporarily, or from an arrangement under an approved restructuring programme due to a financial reason cited in the said programme, calling for the reduction of labour.

The right to give notice of termination under section 1 shall not, however, apply if the employer can offer the worker other work to which the worker, considering his skills, can reasonably be reassigned or for which he can reasonably be trained.

44. Worker's right to give notice of termination in connection with the transfer of the undertaking

A worker learning that the employer has transferred his undertaking or ship shall have the right, irrespective of the agreed period of notice or the period for which the contract was concluded, to give notice of termination, to take effect on the date of the transfer. Where the worker is not informed of the transfer until after it has taken place, he shall have the right to terminate his contract by giving notice with immediate effect.

45. Notice of termination in the event of suspension of work

A worker who has been laid off shall, irrespective of the period of notice otherwise applied to his employment relationship, be entitled to give notice of the termination of his contract, to take effect at any time in the course of the period for which he is laid off, but not in the course of the last week before the end of that period if he is already aware of the date on which the lay-off is to cease.

Where a worker has been laid off without having been allowed the term of notice prescribed for the termination of his contract and the employer gives such notice before the lay-off ends, he shall pay the worker compensation for the loss of all or part of his wages for the period of notice, unless agreement has been reached to the contrary or other provision is made in section 58.

Where a lay-off has taken effect without the worker having been allowed the term of notice prescribed for the termination of his contract and said lay-off, being in effect until further notice, has lasted at least 200 consecutive calendar days, the laid-off worker shall, on giving notice of termination on the contract of employment, be entitled to compensation for the loss of all or part of his wages for the period of notice as if the employer had terminated the contract of employment, unless the employer offers the worker work within one week of such notice having been served or unless agreement has been reached to the contrary or other provision is made in section 58. (107/1996)

The provisions of this section shall apply, mutatis mutandis, where it is not necessary to pay a worker his wages, as provided in the second paragraph of section 23, despite the continuation of the employment relationship, or where the manner in which the work is done is so altered that his earnings are appreciably reduced. In this latter case provision may be made by contract for the worker's right to give notice of termination under the first paragraph of this section to be restricted. (107/1996)

45 a. (381/1991) Re-employment of a dismissed worker

If an employer has terminated the employment contract with notice for reasons other than those arising from the worker, and the employer needs labour force for the same or similar duties within nine months of the expiry of the period of notice, the employer shall enquire of the relevant manpower authorities whether there are former workers seeking work through this authority and, if there are, to offer work primarily to these job seekers.

46. Right of workers to give notice of termination in special cases

Irrespective of the agreed period of employment or the period of notice that is otherwise to be observed for the purposes of the employment relationship, a worker shall be entitled to give notice of termination of his contract with immediate effect if:

- 1) he becomes aware that a dangerous communicable disease that might constitute a hazard to his health is prevalent in a port for which the ship is bound;
- 2) there is a danger of the ship in which he serves to be seized by a belligerent Power or exposed to war damage or if any such danger has substantially increased;
- 3) either of his parents, his wife or any of his children is seriously ill or has died, in so far as the necessary leave of absence cannot be arranged for him in any other manner; or
- 4) he is informed, after concluding his contract of employment, that he has been admitted to an educational establishment or obtained a post that it is important for him to accept, or if any other change in his circumstances makes it necessary to terminate his employment relationship.

Where a worker, after becoming aware of a circumstance covered by subparagraph 1 or 2 of the first paragraph of this section, agrees to work notwithstanding, he shall not be entitled to give notice of termination, as provided in this section.

If a worker is entitled to terminate his contract of employment under subparagraph 2 of paragraph 1, the employer shall be liable, at the worker's request, to lay off the worker forthwith until the employer is able to offer him work corresponding to his previous duties, which does not involve the conditions which were grounds for the lay-off. (591/1986)

A worker shall not be entitled to give notice of the termination of his contract of employment under subparagraph 4 of the first paragraph of this section if the ship would thereby become unseaworthy and it is not possible to recruit a suitable worker in his stead. He shall be required to compensate the employer for any expense incurred in recruiting a new worker. Such compensation may be reduced or waived in its entirety, having regard to the period for which the employment relationship has existed and any other relevant circumstances in the case. (591/1986)

46 a. (591/1986) Right to return to work of a worker laid off because of war risk

If the worker has been laid off under the third paragraph of section 46, he shall be entitled to return primarily to the ship from which he was laid off.

47. Place for the termination of contracts of employment

A contract of employment concluded for a specified voyage shall terminate at the agreed place.

A contract of employment concluded for a specified period shall remain in force, irrespective of the fact that the period has expired, until the ship reaches port, if the worker is on board the ship and the ship is at sea when the agreed period expires. Nonetheless, the contract shall not terminate in a port where the ship makes a temporary call of short duration to ensure the safety of the ship, passengers or cargo.

Save as otherwise agreed or provided hereinafter, notice to terminate a contract of employment that has been concluded for an unspecified period may take effect only in a port in the worker's home country or at the place where the contract was concluded. Save as otherwise agreed, the contract shall not terminate, even after the expiry of the period of notice, in a port covered by the last sentence of the second paragraph of this section.

48. Place for the termination of contracts of employment in special cases

In cases covered by the second paragraph of section 3 the worker may give notice of the termination of his contract, to take effect in any port at which the ship calls to load, unload or be laid up.

In cases covered by section 43 the worker may give notice of the termination of his contract, to take effect in the first port at which the ship calls after the expiry of the period of notice.

In the cases referred to in section 44 and in paragraphs 1 and 3 of section 46, the contract of employment shall terminate or the lay-off shall begin at the first port in which the ship arrives. If the worker has terminated his employment contract under section 46, paragraph 1, subparagraph 2, or if he has been laid off under the third paragraph of section 46, he must be taken, however, to a port or place from which the passage referred to in section

53 can be arranged before the ship arrives in a war risk area. In such case the contract of employment shall terminate or the lay-off shall begin in the said port or place. (591/1986)

Where, in cases covered by section 47 or the first, second and third paragraphs of this section, the contract would terminate in a country whose authorities do not allow the worker to go ashore or a country where he is required to provide security that he cannot furnish, his contract shall continue until the ship reaches a place where no such difficulties exist.

49. Right to rescind the contract

Irrespective of the agreed period of employment and the period of notice, a contract of employment may be terminated immediately if there are major reasons for doing so. Such reasons shall include any negligence or conduct by one of the parties or any change in the circumstances (attributable to the risks of this party) that makes it unreasonable to expect the other party to continue with the contractual relationship.

In so far as the circumstances do not warrant any other estimation, the employer may terminate the contract without notice especially in such cases as the following:

- 1) if the worker misled him in any major respect when the contract was concluded;
- 2) if the worker, through his indifferent attitude, is a danger at the workplace or, despite his having been warned, is repeatedly drunk at work;
- 3) if the worker, either wittingly or through negligence, fails to discharge his obligations at work and, despite his having been warned, continues to do so;
- 4) if the worker is permanently incapacitated for his work;
- 5) if the worker seriously insults the employer or the employer's representatives or any of his shipmates or other persons on board or is guilty of any act of violence against them;
- 6) if the worker is guilty of any major breach of the prohibitions contained in the first paragraph of section 11 or in section 12;
- 7) if the worker conceals any unauthorised person on board the ship or any dutiable goods or goods that may not be exported from the port of departure or imported into the port of destination and does so in circumstances exposing the employer to appreciable danger; or
- 8) if the worker, while working in any type of trade other than that referred to in the third paragraph of section 2, fails to be on board the ship at the agreed time and another person has to be recruited to take his place.

In so far as the circumstances do not warrant any other decision, a worker may terminate his contract without notice especially in such cases as the following:

- 1) if the employer misled him in any major respect when the contract was concluded;
- 2) if the employer or his representative, through his indifferent attitude, is a danger to the workers' safety;
- 3) if the employer or his representative seriously insults the worker or any member of his family or is guilty of any act of violence against him or if violence is used on board the ship against the worker or any member of his family and the master, although requested to do so, fails to take action to protect them;
- 4) if the employment relationship is a constant danger to the worker's reputation or morals; or
- 5) if the wages are not paid as provided for by law or in the contract.

The provisions of this section shall not apply to any suspension of work attributable to a strike, lockout or other industrial action, if it is not taken in contravention of the statutory provisions governing mediation in labour disputes or it conflicts with the Collective Agreements Act or the provisions of a collective agreement.

Where, in cases covered by subparagraph 8 of the second paragraph of this section, the worker has had a valid excuse for not being able to report on board the ship, the rescission shall be without effect. The provisions of section 40 shall, where relevant, apply to his resumption of work.

49 a. (1440/1992) Rescission procedure

The first paragraph of section 41, on giving of notice shall also apply to the rescission of a contract of employment.

50. Forfeiture and restriction of the right to rescind contracts

The right to terminate a contract without notice shall be forfeited, in so far as the reason for such termination has not ceased to be relevant before, one week after the grounds for terminating the contract arose or, where the reason is continuously present, one week after it becomes known that the reason has ceased to be present. Where there is any valid obstacle to terminating the contract without notice, it may be so terminated within a week after the obstacle ceases to exist.

Where a worker who is engaged in a form of trade covered by the third paragraph of section 2 has been absent from his work for at least a week and has not submitted a valid excuse during that time, the employer shall be entitled to consider the contract to have been terminated without notice. The worker shall have the same right if the employer is absent in the same way and there is no person to replace him at the workplace. Where there has been a valid obstacle to prevent the person concerned from reporting his absence, the termination shall be without effect.

Agreement may be reached whereby the employer's right to terminate the contract without notice is restricted. The provisions of the fourth paragraph of section 39 shall also apply to the termination of contracts without notice.

51. Place for the termination of rescinded contracts

A worker whose contract of employment is terminated by the employer without notice shall be transported to a port where he can freely leave the ship and from which he has an opportunity within a reasonable time and at reasonable expense to travel to his home country or to the place where the contract was concluded.

Notwithstanding the fact that a contract has been terminated without notice, the employment relationship shall continue until the ship reaches the port referred to in the first paragraph of this section, unless such an arrangement causes appreciable prejudice to the parties to the contract. The foregoing shall also apply, where relevant, in cases where the worker has terminated his contract without notice.

52. General provisions as to free passages home

A worker who is domiciled in Finland or is a citizen of a State belonging to the European Economic Area shall, where his employment relationship ceases elsewhere than in his home country, be entitled to a free passage to his domicile, with maintenance, if his employment relationship has lasted for six consecutive months. However, this entitlement shall not apply to a worker who has had an opportunity in the course of the last three months to give notice of termination of his contract to take effect in a port in his home country. (333/1996)

Where, within one month of the date on which the entitlement provided for in the first paragraph of this section arises, the ship is expected to reach a port from which the worker's passage home can be arranged substantially cheaper than on that date, the worker shall, in order to retain his entitlement, remain at work until the ship reaches that port.

Where a worker terminates his contract, either with or without notice, he shall at the same time request a free passage home.

The expense connected with a free passage home covered by this section and with the passage of a worker who is sent from Finland to a ship to replace a worker whose employment relationship has ceased shall be covered by the State and the employer in equal shares.

53. (591/1986) Free passages arranged on account of communicable diseases or war risks

A worker who has terminated his employment contract under section 46, paragraph 1, point 1 or 2 or who has been laid off under the third paragraph of section 46, shall be, if he is not entitled to the free passage home referred to in section 52, entitled to a free passage with board to the nearest place where the employment contract could have ended, if it had been terminated with notice by the employer.

When the worker terminates his employment contract or requests a lay-off, he shall ask for a free passage home at the same time.

If the worker lives in Finland or is a citizen of a State belonging to the European Economic Area, half of the expenses incurred from a free passage referred to in this section and from a passage of such a worker sent from Finland to the ship as a replacement shall be covered by the State and the employer in equal shares. Expenses incurred from a passage of a worker other than that referred to above shall be covered by the employer. (333/1996)

54. Free passages in special cases

The employer shall pay for a worker's free passage home, with maintenance, in the following cases, unless the worker is entitled to a free passage under section 52:

- 1) if the employer has terminated the contract of employment, either with or without notice, in violation of the law or an agreement;
- 2) if the employer terminates the contract without notice under subparagraph 4 of the second paragraph of section 49 and the reason for the incapacity referred to in that subparagraph was the worker's illness or physical injury;

- 3) if the employment relationship ceases as a result of illness or physical injury covered by subparagraph 1 of the second paragraph of section 39 or if the employment relationship ceases for some other reason while the worker is suffering from such illness or physical injury, except where it has been brought about by conduct on the worker's part that has constituted grounds for giving notice of termination of the contract;
- 4) if the worker terminates the contract without notice under section 49;
- 5) if the worker, after learning of the transfer of the employer's undertaking or ship less than seven days before the transfer takes place, gives notice of the termination of his contract under section 44;
- 6) if the worker has terminated his contract of employment under the first paragraph of section 61;(255/1979)
- 7) on the commencement of the maternity leave referred to in the first paragraph of section 32; (591/1986)
- 8) if the worker wants an abortion under the Abortion Act (No. 239 of 1970) because of a pregnancy that has been established. (255/1979)

Where a worker has brought about an illness or physical injury either wittingly or through gross negligence or where the worker, on concluding the contract of employment, deliberately failed to report an illness, physical injury or pregnancy, the worker shall not be entitled to a free passage home under this section.

The worker shall be entitled to free passages, with board, in connection with a paternity, parental or child-care leave referred to in the first paragraph of section 32 and when the employment contract has ended under section 3 a. The expenses incurred from such passages and from a passage of a worker sent from Finland to the ship to replace the worker taking such leave shall be borne by the State and the employer in equal shares. (1177/1988)

55. Free passages for workers who are laid off

In the case of workers who are laid off abroad, the employer shall, unless otherwise agreed, cover the expense connected with their free passage home and their return passage to the ship after the end of the lay-off, if the ship is in foreign waters at that time.

56. Arrangement of passages home

The employer shall arrange for any passage home provided for in this Act. Where he cannot do so, he shall apply to a Finnish consul, who shall arrange for the passage. The worker shall comply with the instructions given by the employer or the Finnish consul as to how the voyage is expedient to be made.

57. Workers' entitlement to compensation in connection with the transfer of the undertaking

Where an employer's undertaking or ship is transferred, the workers shall, as far as possible, be assigned to work corresponding to their previous work and done in corresponding conditions either in the same undertaking or in an undertaking under the same management. Where a worker cannot be assigned to such work, he shall be entitled, on the termination of his employment relationship, to compensation corresponding to his basic wages for one month and to any regular supplements that may be payable. This entitlement to compensation shall be enjoyed neither by a worker who refuses to accept

the work referred to above or work of a similar kind that is offered to him by the new Finnish owner of the undertaking or ship nor by a worker who himself gives notice of the termination of his contract after learning of the transfer.

58. Compensation for unemployment

Where a worker has been given notice of termination because the ship has been destroyed or declared beyond repair and he is not entitled to the compensation referred to in section 65, he shall, even after the expiry of the period of notice, be entitled to his wages for as long as he is unemployed on this account, subject to a maximum of two months, unless he has a longer period of notice. The period of notice shall be deemed to run during the above-mentioned period.

If the payment of wages has been suspended because the ship has been destroyed or declared beyond repair under paragraph 2 of section 23 or on account of a lay-off, the worker shall be entitled to the compensation referred to in paragraph 1. Wages paid under paragraph 2 of section 23 for the period when work was prevented and wages paid for the period of notice on lay-off shall be included in this compensation. If either party gives notice of termination on the contract of employment in the case referred to above, the compensation referred to in paragraph 1 shall be deducted from the compensation for the loss of wages for the period of notice payable under section 45. (333/1996)

For the purposes of this section the expression "wages" means the worker's basic wages and any regular supplements that may be payable.

59. Workers' property left on board

Where a worker, for reasons beyond his control, leaves his personal property on board at the end of his employment relationship, the employer shall arrange within a reasonable time for them to be transported to the employer's domicile or some other appropriate place for safekeeping and shall inform the worker of where they can be fetched. Where such effects cannot conveniently be kept on account of their nature, the cost of storage or any other circumstances or where the worker has not fetched them from the employer within a year after receiving the information referred to above or, if the information cannot be delivered to him, within the same period after his employment relationship ceased, the effects may be sold in any suitable manner.

The employer shall be entitled, by way of security for any debts outstanding under the employment relationship, to retain such of the worker's property as correspond to the sums due, until the worker pays them or provides security for their payment.

60. Certificates of employment

Where a contract of employment is terminated, the employer shall, if the worker so requests, provide him with a certificate indicating the time for which he has been a party to the employment relationship and the nature of his duties. If the worker so requests, the certificate shall also indicate the reason for the termination of his employment relationship and an assessment of his skill, diligence and conduct.

Where a worker requests a certificate more than ten years after the termination of his contract, the employer shall not be obliged to provide it unless it does not cause him unreasonable inconvenience to do so. Subject to the same condition, the employer shall, if

so requested, provide a new certificate in place of a certificate that has been lost or destroyed.

A deceased worker's next-of-kin shall be entitled to receive a certificate.

An employer shall not provide a certificate that has been annotated or prepared in a manner intended to convey other information relating to the worker than that implied by the wording.

CHAPTER 4. INVALIDITY OF CONTRACTS OF EMPLOYMENT; UNREASONABLE CONDITIONS

61. Invalidity based on the Legal Transactions Act; unreasonable conditions

Where, under the Act on Legal Transactions Under Property Law, a contract of employment is not valid in relation to a worker on account of any form of coercion, misrepresentation, extortion, error of drafting or any other similar defect or where it would be lacking in good faith or honesty to invoke the contract, the worker shall in case the work has already begun, be entitled, instead of invoking the invalidity of the contract, to give notice of its termination with immediate effect, unless the grounds for the invalidity of the contract are otherwise no longer relevant.

The provisions of the first paragraph of this section shall not prevent the worker from relying on the Act referred to in that paragraph to invoke the invalidity of any wage conditions. In this case the wages shall be determined in accordance with the criteria laid down in section 15.

Where the application of any conditions in the contract, other than those relating to wages, would be manifestly contrary to good practice or otherwise unreasonable, they may be modified or disregarded.

62. Invalidity of contracts on account of the worker's incapacity to act

An employer shall not be permitted, in connection with any period for which a worker has been working for him, to maintain that the contract is invalid because of the worker's incapacity to act.

63. Statutory provisions made for the protection of workers

Where any condition in a contract of employment is null and void because it conflicts with the statutory provisions made for the protection of workers, the contract shall nevertheless continue to apply in other respects.

CHAPTER 5. LIABILITY FOR DAMAGES CAUSED BY THE NONPERFORMANCE OF CONTRACTS

64. General provisions as to liability for damages

An employer failing, either wittingly or through negligence, to discharge his obligations under this Act or a contract of employment shall, save as provided to the contrary elsewhere in this Act, pay compensation for any loss he has thereby caused the worker.

Where a contract of employment has been terminated without notice, as provided in section 49, on account of wilful or negligent conduct on the employer's part, he shall also pay the worker compensation for any loss that the latter has sustained as a result of the premature termination of his employment relationship.

A worker who fails, either wittingly or through negligence, to discharge his obligations under this Act or his contract of employment or whose wilful or negligent conduct causes the employer to terminate his contract without notice, as provided in section 49, shall pay compensation for any loss he has thereby caused in accordance with the principles laid down in section 1 of Chapter 4 of the Damages Act (412/1974). The same principles shall apply to the payment of compensation for loss that the worker causes to the employer in the course of his work.

No compensation shall be payable for loss caused by a suspension of work covered by the fourth paragraph of section 49, if it is not permissible to terminate the contract of employment without notice on that account.

65. Compensation

If an employer, when dismissing a worker because of a reason arising from the worker, violates the prohibition of terminations laid down in section 39, the dismissed worker is entitled to compensation on that account. The compensation payable shall be the basic wages for at least three months and at most 24 months, plus any regular supplements. (1440/1992)

When the amount of the compensation is determined, not only the conditions of the worker and the employer in general shall be taken into account as increasing and correspondingly as reducing factors but also the employer's line of action in connection with the termination of the employment contract, the reason for termination arising from the worker himself, the estimated length of unemployment, the length of the employment relationship, the worker's estimated loss of earnings, his age and his chances of later obtaining work corresponding to his occupation or training, and other comparable reasons. (1177/1988)

If the employer cancels the notice of termination during the notice period, he shall be released from the liability to pay compensation. If the notice of termination is cancelled later, compensation shall not be paid for a period longer than that during which the worker has not been allowed to work in the employer's service. (1177/1988)

Where an employer's right to give notice of termination has been restricted in the manner specified in the third paragraph of section 39, an agreement departing from the provisions of this section may be reached in regard to the consequences of any notice of termination given contrary to such restrictions.

66. Unlawful rescission of contracts; workers' right to indemnification and compensation

Where an employer has unlawfully terminated a contract of employment without notice, the worker shall be entitled to indemnification corresponding to his basic wages for two months, plus any regular supplements that may be payable, the period being calculated from the cessation of his employment relationship.

Where an employer who has unlawfully terminated a contract of employment without notice would have been liable, had he terminated the contract with notice, to pay the compensation provided for in section 65, the worker shall be entitled to such compensation in addition to the indemnification provided for in the first paragraph of this section. The foregoing shall also apply, mutatis mutandis, to the consequences referred to in the third paragraph of section 65.

67. (434/1984) Period of filing suit and proceedings (1440/1992)

The worker's right to compensation under section 65 and indemnification referred to in section 66 shall have expired unless legal action has been brought within three years from the date notice was given to terminate the contract or it was rescinded without notice.

If legal action has been brought within six months from the beginning of the period of filing suit prescribed in paragraph 1, the matter shall be dealt with as an urgent case in all court instances. (1440/1992)

CHAPTER 6. SHIPS' COMMITTEES (1006/1986)

68. (1006/1986) Membership of ships' committees

In a ship where at least eight workers are employed, the matters referred to later in this chapter shall be investigated and dealt with by a ship's committee consisting of a chairman and three other members. The chairman shall be the master of the ship or, if he is hindered, one of the ship's officers appointed by him or, if the matter concerns the master, the highest-ranking mate present.

For each matter to be dealt with, the chairman shall call one of the officers, who shall be, if possible, the first mate, chief engineer or the chief purser, depending on the personnel category to which the person whose matter is to be discussed belongs.

The other members of the ship's committee shall include a person chosen by the officers from amongst their own number and a person chosen by the ratings amongst their own number, when a matter concerning an officer is being dealt with, and two persons chosen by the ratings from amongst their own number when the matter pertains to a rating. If the officers or the ratings have not elected their representatives to the committee, the chairman shall also be entitled to assign these members.

Membership of the committee may not be refused without a good reason.

69. (1006/1986) Duties of ships' committees

When an employer intends to terminate an employment contract with or without notice under the provisions of sections 39 or 49, on the basis of any reason discovered aboard a ship, the ship's committee shall investigate the matter. Before the investigation, the employer may not in such case terminate the employment contract.

The ship's committee shall conduct an investigation forthwith if a worker has not arrived on board by the appointed time and the ship must leave without him or if another person must be engaged to replace him.

The ship's committee shall investigate the matter if it is informed that a worker has failed to fulfil the duties of his employment or has caused serious disturbance aboard the ship with his behaviour.

The ship's committee shall also conduct an investigation if a worker has committed or is suspected of having committed a criminal offence subject to public prosecution. The investigation is not, however, necessary, if a Finnish authority is able to investigate the matter forthwith. If, on the basis of the investigation, there is reason to suspect that the worker has committed such an offence, the chairman shall notify a Finnish police authority about it without delay or, if it is not possible, the nearest Consul of Finland.

If a worker has terminated the employment contract with or without notice under the provisions of sections 46 or 61, the ship's committee shall deal with the matter before the worker leaves the ship, if one of the parties to the contract so demands. The request to discuss the termination of the employment contract with or without the notice must be presented in such good time that the committee is able to discuss it before the point of time referred to above.

70. (1006/1986) Issuing an admonition and making a notification

After having conducted an investigation, the ship's committee can issue an admonition to a worker other than the ship's master, if there is good cause. If in the committee's view the admonition is not a sufficient consequence, it shall also, in addition to giving the admonition, report the matter to the Seamen's Disciplinary Board, if the employer has terminated the employment contract with or without notice.

After the ship's committee has dealt with a matter concerning the ship's master, it must be reported to the employer and, if need be, to the National Board of Navigation.

The chairman of the ship's committee shall take care that the notifications referred to in paragraphs 1 and 2 above are made. A copy of the minutes of the ship's committee and a report on admonitions issued earlier to the person in question aboard the ship shall be appended to the notification.

71. (1006/1986) Convening and handling of matters

The chairman shall convene the ship's committee. The ship's committee shall be quorate only when all the members are present.

The chairman and the members of the ship's committee shall investigate and handle the matters forwarded to the committee with care and impartiality.

The ship's committee shall, if possible, hear the worker whom the matter under discussion involves. He may have an advisor belonging to the ship's crew at the committee meeting and he may invite persons to be heard at the meeting whom he believes to be able to give evidence in the matter. In addition, the ship's committee shall hear those persons whom the committee believes to be able to give evidence.

Should a dispute arise, a matter referred to in the first paragraph of section 70 shall be settled by the majority of votes on the ship's committee. In the event of a tie vote, the opinion supported by the chairman shall be the decision, if the vote concerns the report

referred to in the said provision, but otherwise the opinion which is more lenient to the worker.

72. (1006/1986) Minutes of the ship's committee

The ship's committee shall keep minutes in which the facts revealed in investigations and interrogations and the decision of the committee shall be entered accurately. Any dissenting opinions shall also be entered in the minutes. The chairman and members of the ship's committee shall certify the minutes correct with their signatures.

The chairman of the ship's committee shall arrange for a copy of the minutes of the ship's committee to be delivered to the employer and the worker without delay.

An entry shall be made in the ship's log on the meetings of the ship's committee and matters discussed there. The original minutes shall be kept as a separate appendix to the log observing what has been decreed on safekeeping of the ship's log and related notes in the third and fourth paragraph of section 56 of the Maritime Act.*

73. (1006/1986) Confidentiality

The chairman or another member of the ship's committee or the advisor referred to in the third paragraph of section 71 may not reveal information pertaining to an individual worker or the employer which he has received in this capacity unless the person to whose benefit the confidentiality has been enacted permits the information to be revealed. The information referred to above may be given, however, to prosecuting and police authorities in order to investigate a crime and to any other authority which is entitled to such information according to law.

CHAPTER 7. USE OF COERCION

74. Maintenance of order

Where necessary for the maintenance of order on board, the master or any person assisting him shall have the right to use such force as may be considered justifiable, having regard to the danger constituted by the opposition and to the situation generally. (527/203)

Provisions on excessive use of force are laid down in paragraph 3 of section 6 of Chapter 4 of the Penal Code (39/1889) and in section 7 of the Penal Code. (527/2003)

In addition to what is provided in paragraphs 1 and 2, the master of a ship carrying passengers as referred to in chapter 15 of the Maritime Act may appoint persons to maintain order and safety aboard the ship and in its immediate vicinity. The qualifications, training, authority and duties of the persons referred to herein are prescribed upon in the Act on Security Officers (533/1999).

75. Keeping of suspects

Where, while the ship is not in a Finnish port, a worker commits an offence which may render him liable to a term of imprisonment of at least one year, the master shall make arrangements to ensure that the suspect cannot leave the ship. If the master considers it necessary to do so, he may keep the suspect under arrest on board until he can be handed

over to a Finnish consul or to the police authorities in Finland. The master shall be responsible for ensuring that the suspect is not treated more harshly than is necessary.

CHAPTER 8. MISCELLANEOUS PROVISIONS

76. Freedom of association

Employers and workers shall not prevent each other, and no worker shall prevent any other worker, from belonging to, joining or carrying on activities within a lawful association. Any contract providing for a person not belonging to or carrying on activities within an association shall be null and void.

The employer shall permit workers and their trade union organisations to use suitable premises in the employer's possession, free of charge and outside working hours, for such meetings and duties within the organisation as are necessary to deal with matters connected with employment relationships, on condition that the proper working of the ship is not thereby affected.

77. Shop stewards

The employer shall compensate for any earnings that the chief shop steward on board a ship (or, in the types of trade covered by the third paragraph of section 2, the chief shop steward otherwise elected by the workers from among their own number) or any shop steward elected for an occupational group or department has missed during working hours on account of negotiations with the employer's representatives or through the discharge of other duties on which agreement has been reached with the employer and which do not relate to his employment relationship.

Notice of the termination of the contract of employment of a shop steward covered by the first paragraph of this section may be given by the employer only if the majority of the workers whom he represents agree or if the work is completely discontinued and it is not possible to arrange work for him that corresponds to the work that he has hitherto performed.

A shop steward has the right to obtain from the employer the information concerning the workers represented by him or her on the matters provided in section 4. (1361/2006)

78. Right to request inspections

Where more than half the workers employed on board a ship request the master to arrange for an inspection to be carried out to check the ship's seaworthiness, equipment, manning, loading or any other similar matter connected with the ship which, if defective or faulty, could constitute a danger to the workers' safety, the master shall apply to the appropriate supervisory authority or, where the ship is in foreign waters, to the Finnish consul, so that an inspection can be made. Where there is no Finnish consul at the place in question, the master shall apply to the nearest Finnish consul to arrange for an inspection or to the competent authority at the place in question to arrange for an inspection to be carried out by an inspector.

The chief engineer, radio telegraphist, chief purser or first mate shall have the right to request the master to arrange for an inspection of any part of the ship or of any part of its appurtenances or equipment that is under his supervision.

Where any such inspection is carried out abroad, the master shall immediately report the fact to the National Board of Navigation.

79. Obligation to convey workers

Where it is appropriate for him to do so, having regard to the ship's destination and route, a master shall, in return for reasonable compensation, take aboard any worker covered by this Act who has been left behind in a foreign country or any worker who is entitled to a passage home in accordance with this Act. If the ship can conveniently do so, it shall also take aboard free of charge the urn containing the ashes of a deceased worker and any of his personal effects.

80. (333/1996) Compensation for loss of personal property

A worker shall be entitled to receive compensation from the employer, in accordance with principles to be laid down by the Ministry of Labour after hearing the Advisory Board for Seamen's Questions, if he loses personal property as a result of the loss of the ship, piracy, fire or other damage to the ship.

81. Employers' right to compensation out of public funds

Where an employer has been obliged to pay expenses in connection with a worker's burial or care during illness that he is not required to cover in accordance with this Act, he shall be paid compensation out of public funds.

An employer's right to compensation from the State on expenses incurred from a worker's passage home, as referred to in section 52, paragraph 4, section 53, paragraph 3 and section 54, paragraph 3, will expire if the compensation has not been applied for within a year of the end of the calendar year during which the right to said compensation arose. (953/2000)

82. Liability for employers' obligations in certain cases

Even where a worker is a party to an employment relationship with some other employer than a shipowner, the latter shall be jointly liable with the employer for the obligations referred to in sections 31, 34 to 37, 52 to 56 and 59.

CHAPTER 9. PENALTIES

83. (674/1995) Penalty provisions pertaining to employers and their representatives

The penalty for violating section 15, paragraphs 3 and 4, is laid down in chapter 47, section 3 of the Penal Code.

The penalty for violating section 29, paragraphs 1 and 2, is laid down in chapter 47, section 1 of the Penal Code.

The penalty for violating the freedom of association referred to in section 76, paragraph 1, to the extent that the violation is connected to workers' trade unionism or political activity, is laid down in chapter 47, section 5, of the Penal Code.

The penalty for violating section 77, paragraph 2, is laid down in chapter 47, section 4 of the Penal Code.

If an employer or his representative:

- 1) fails, deliberately or in negligence, to provide for a written contract of employment contrary to the provision of the first paragraph of section 4;
- 2) employs a young worker contrary to the provisions of the first or second paragraph of section 5;
- 3) sets off a worker's pay claim with a counterclaim contrary to the provisions of section 22;
- 4) fails to arrange examination by a medical examiner for a sick or injured worker or to contact a medical examiner contrary to the first paragraph of section 31, or fails to see, contrary to the provision of section 33, that a sick or injured worker receives treatment;
- 5) does not issue a certificate of employment in accordance with the provisions of section 60;
- 6) refuses, contrary to the second paragraph of section 76, to provide premises under his control at the workers' disposal; or
- 7) violates the obligation of display referred to in section 89,

a fine shall be imposed for violation of the provisions of the Seamen's Act. The division of responsibility between the employer and his representatives shall be determined on the grounds laid down in chapter 47, section 7 of the Penal Code.

84. (1006/1986) Penalty provisions pertaining to members of a ships' committees and advisors

If the chairman of the ship's committee

- 1) fails to deliver a report referred to in the third paragraph of section 70;
- 2) fails to convene the ship's committee in cases referred to in section 69; or
- 3) fails to deliver the copies of the ship's committee minutes in the manner provided for in the second paragraph of section 72,

he shall be fined for violation of the provisions pertaining to the ship's committee.

The penalty for violating the confidentiality laid down in section 73 shall be imposed under the second paragraph of chapter 38, section 2, of the Penal Code, unless a more severe penalty is laid down elsewhere in the law notwithstanding chapter 38, section 1, of the Penal Code.

85. Right to refer charges

Offences and violations for which a penalty has been provided in this Act shall be prosecuted by the official prosecutor, the violations referred to in subparagraphs 2 and 3 of the first paragraph and in the second paragraph of section 84, however, only when the complainant has reported the violation for prosecution.

CHAPTER 10. SUPPLEMENTARY PROVISIONS

86. (333/1996) Exemptions granted to a foreign employer

Where a Finnish ship or any part of it is transferred for use by a foreign citizen, the Ministry of Labour may, on application by the owner of the ship and after having afforded the Advisory Body for Seamen's Questions the opportunity of expressing an opinion, exempt the foreign employer, either wholly or in part, from compliance with the provisions of this Act.

Exemptions may be granted only if there are major reasons for so doing. Before such exemption is granted, every effort must be made to ensure that the permission does not involve any substantial changes in the status of the workers, as provided in this Act. Exemptions may be granted only for a specified period and may be made subject to conditions that are considered necessary. An employer or master of a ship who has been granted an exemption shall inform the Ministry of Labour without delay of any changes in the circumstances that form the basis for the exemption. Conditions laid down in connection with the exemption may be modified if changes have occurred in the circumstances referred to above. Where it is considered that such changes endanger the status of the workers, as referred to above, the exemption may be cancelled. It may also be cancelled in the event that the conditions laid down in it are not observed.

87. Repealed (404/1999)

88. (434/1984) Competent court

The court of first instance in cases arising under this Act shall be determined in accordance with chapter 21, sections 1 and 7, of the Maritime Act (674/1994)**. Otherwise, legal proceedings shall be conducted in accordance with the Code of Judicial Procedure. (333/1996)

Matters pertaining to giving notice, period of notice and determination of compensation shall be dealt with as urgent in all court instances. (1177/1988)

89. Obligation to keep the Act on display

The employer shall ensure that this Act and the provisions made thereunder are available for inspection by the workers on board each ship or, in the types of trade referred to in the third paragraph of section 2, in some other appropriate place.

90. Power to issue decrees

Further provisions as to the accommodation and other premises to be reserved for workers on board ship, the food they are to receive on board and the medical examinations to be given to them shall be made by decree. Subject to reciprocity, provision may likewise be made by decree for the rules in section 52 as to the right of workers to a free passage home to apply to foreign workers not domiciled in Finland.

Provision may also be made by decree for the procedure to be followed in paying the state subsidies referred to in the fourth paragraph of section 52 and for the conditions that may be laid down in connection with such payment.

91. (333/1996) Provisions as to the expenses to be covered by the State

The Ministry of Labour may, after having afforded the Advisory Board for Seamen's Questions the opportunity of expressing an opinion, give more accurate provisions in cases, where expenses referred to in this Act wholly or partly are paid out of government funds.

92. Supervision

Supervision of compliance with this Act and the provisions made thereunder shall be exercised by the workers' protection authorities.

93. Implementation provision

This Act shall come into effect on 1 July 1978. It repeals the Seamen's Act (No. 341 of 1955) of 30 June 1955, as subsequently amended. Where reference is made in any act or decree to the earlier Seamen's Act, the provisions of this Act shall apply, where appropriate, instead.

This Act also repeals the third paragraph of section 14 of the Seamen's Hours of Work Act (No. 296 of 1976).

The previous provisions laid down under the repealed Seamen's Act by the Decree (518/1976) respecting crew accommodation on board ship, the Decree (514/1951) respecting rations on board Finnish merchant ships, the Decree (618/1964) respecting the application of certain provisions in the Seamen's Act to seamen of Swedish or Danish nationality and the Decision of the Council of State (417/1958) respecting the principles to be applied to the compensation payable to Finnish seamen for the loss of personal effects in the event of an accident at sea, as subsequently amended, shall continue in force until otherwise provided.

**[Note. The Maritime Act, 1939, has been replaced by a new Maritime Act of 15 July 1994 (No. 674), where section 5 of chapter 18 corresponds to section 56 of the old Act, referred to in paragraph 3 of section 72 of the Seamen's Act.]*

***[Note. The Maritime Act, 1939, has been replaced by a new Maritime Act of 15 July 1994 (No. 674), where sections 3 and 7 of chapter 21 correspond to sections 260 and 261 of the old Act, referred to in paragraph 1 of section 88 of the Seamen's Act]*