Translation from Finnish
Legally binding only in Finnish and Swedish
Ministry of Economic Affairs and Employment, Finland

Seafarers' Employment Contracts Act

(756/2011, amendments up to 435/2020 included)

By decision of Parliament, the following is enacted:

Chapter 1
General provisions

Section 1
Scope of application

This Act applies to contracts (*employment contracts*) entered into by an employee agreeing personally to perform work for an employer under the employer's direction and supervision in return for pay or some other remuneration on board a Finnish ship or temporarily in some other location appointed by the employer.

This Act applies regardless of the absence of any agreement on remuneration, if the facts indicate that the work was not intended to be performed without remuneration.

Provisions on the application of certain provisions of this Act on work not performed on the basis of an employment contract are laid down in chapter 13, section 17 a. (139/2012)

Section 2
Derogations from scope of application

This Act does not apply to employment contracts:

1) according to which the work is undertaken only when the ship is at port;

2) where the work to be undertaken shall be considered merely temporary inspection, maintenance or piloting work or other similar work;

3) according to which the work is carried out using timber floating equipment, with the exception of transportation equipment used for timber floating;

4) according to which the work is undertaken on board ships of the Finnish Defence Forces or Border Guard; or

5) which are governed by separate provisions of law.

Nonetheless, the following provisions must be applied to work at sea referred to in subsection 1, paragraph 2: chapter 2, section 12 on care for a sick or injured employee, chapter 4, section 7 on employees' personal belongings on board the ship, chapter 13, section 12, subsection 1 on the employer's duty to inform of the employee's death, and the obligation laid down in section 12, subsection 4 of the same chapter to take care of the deceased employee's belongings left on board the ship, as well as chapter 13, sections 18 and 19 on maintaining law and order and preventing disembarkation.

Section 3 (1449/2016)
Form and contents of employment contract

The employer shall ensure that employment contracts are made in writing.

The information provided in employment contracts shall include:

1) the name, address and domicile or business location of the employer, and the name, identity number, place of birth and place of residence of the employee;

2) the place and date of conclusion of the employment contract;

3) the date of commencement of the work;

4) the duration of a fixed-term employment contract and the justification for specifying a fixed term, or notification that the contract is a fixed-term employment contract with a long-term unemployed person as referred to in section 4 a;

5) the trial period, if it has been agreed on;

6) the ship where the work is to be carried out at the beginning of the employment relationship;

7) the employee's qualifications and work on board, or his or her principal duties;

8) the collective agreement applicable to the work;

9) the grounds for the determination of pay and other remuneration, and the pay period;

10) the social security and health care paid for by the employer;

11) the regular working hours or the grounds for the determination thereof;

12) annual holiday or the grounds for determining it;

13) the period of notice or the grounds for determining it;

14) the employee's right to a homeward journey; and

15) in the case of work performed abroad for a minimum period of one month, the duration of the work, the currency in which the monetary payment is to be made, the monetary remunerations and fringe benefits applicable abroad, and the terms for the repatriation of the employee.

When the employment contract is concluded, the employee must be provided with:

1) instructions regarding procedures for filing an appeal against the employer's procedures that fail to comply with legislation on maritime labour;

2) access to information on the vessel's valid inspection reports and the vessel's trading area. (435/2020)

Employment contracts shall be made in four copies: one for the employee, one for the shipmaster, and two for the employer.

Subsection 5 was repealed by Act 469/2018.

Section 4
Duration of employment contract

An employment contract is valid indefinitely unless it has, for a justified reason, been made for a specific fixed term. Contracts made for a fixed term on the employer's initiative without a justified reason shall be considered valid indefinitely.

It is prohibited to use consecutive fixed-term contracts when the amount or total duration of fixed-term contracts or the totality of such contracts indicates a permanent need of labour.

Section 4 a (1449/2016)
Concluding a fixed-term employment contract with a long-term unemployed person

Concluding a fixed-term employment contract does not require the justified reason referred to in section 4(1) if, on the basis of notification from an Employment and Economic Development Office, the person to be employed has been an unemployed jobseeker during the preceding 12 months without interruption. An employment relationship of two weeks or less does not interrupt the continuity of unemployment. Even if the employer's need for labour is permanent in the way referred to in section 4(2), this will not prevent the employment contract being concluded as a fixed-term contact.

The consideration of whether a person is an unemployed jobseeker is governed by the provisions of chapter 1, section 3 of the Act on Public Business and Employment Service (916/2012).

The maximum duration of the fixed-term employment contract is one year. The contract may be renewed during the one-year period that follows the commencement of the first fixed-term employment contract, and this may be done no more than twice. The combined total duration of the contracts may not, however, exceed one year.

Section 5 (1449/2016)
Trial period

The employer and the employee may agree on a trial period of a maximum of six months starting from the beginning of the work. If, during the trial period, the employee has been absent due to incapacity for work or family leave, the employer is entitled to extend the trial period by one month for every 30 calendar days included in the periods of incapacity for work or family leave. The employer shall notify the employee of the trial period extension before the end of the trial period.

In a fixed-term employment relationship, the trial period together with any extensions to it may comprise no more than half of the duration of the employment contract, and in any event may not exceed six months. If a person is hired by the user enterprise referred to in section 8, subsection 3 after the temporary agency work ends to perform the same or similar duties, the time, which the employee was assigned for use by the user enterprise, will be deducted from the maximum trial period, in accordance with subsection 1 of this section.

If a collective agreement applicable to the employer contains a provision on a trial period, the employer must inform the employee of the application of this provision at the time the contract is concluded.

During the trial period, the employment contract may be cancelled by either party. The employment contract may not, however, be cancelled on discriminatory or otherwise inappropriate grounds with regard to the purpose of the trial period. The employer may not cancel an employment contract when it has neglected the obligation to inform laid down in subsection 3 of this section.

Section 6
Benefits related to the duration of the employment relationship

If the employer and the employee have concluded a number of consecutive fixed-term employment contracts under which the employment relationship has continued without interruption or with only short interruptions, the employment relationship shall be regarded as having been valid continuously when benefits based on the employment relationship are specified.

Section 7 (250/2019)
Contracts of employment with legally incompetent persons

Persons aged sixteen or older when commencing work may be employed to perform work referred to in this Act. In addition, completion of compulsory education is required of persons to be employed to perform work on board a fishing vessel.

A minor may, as an employee, make a contract of employment himself or herself or give notice on it or cancel it. The person responsible for the care and control of a minor shall have a right to cancel his or her contract of employment if this is necessary for the sake of the minor's education, development or health.

A person who has been declared legally incompetent or whose competence has been limited under the Guardianship Services Act (442/1999) may conclude and terminate a contract of employment on his or her own behalf.

Section 8
Transfer of rights and obligations

The parties to the contract of employment shall not assign any of their rights or obligations under a contract of employment to a third party without the other party's consent, unless otherwise provided below.

A claim that has fallen due may, however, be so assigned without the consent of the other party.

If, with the employee's consent, the employer assigns an employee for use by another employer (*user enterprise*), the right to direct and supervise the work is transferred to the user enterprise together with the obligations stipulated for the employer directly related to the performance of the work and its arrangement. The user enterprise must provide the employee's employer with any and all information necessary for the fulfilment of the employer's responsibilities.

Section 9
Employer's representative

The employer may assign another person to direct and supervise the work as the employer's representative. If, in the exercise of these functions, such representative causes a loss to the employee through fault or negligence, the employer shall be liable for the loss.

Section 10 (390/2017)
Assignment of business

Assignment of the employer's business refers to assignment of an enterprise, business, corporate body, foundation or an operative part thereof to another employer, if the business or part thereof to be assigned, disregarding whether it is a central or ancillary activity, remains the same or similar after the assignment.

When a business is assigned, the employer's rights and obligations under employment relationships valid at the time of the assignment, and employee benefits related to these rights and obligations, are transferred to the new owner or proprietor.

The provision laid down in subsection 2 above does not apply in a situation where the assignor or the assignee is located outside the European Union or the European Economic Area.

Chapter 2
Employer's obligations

Section 1
General obligation

The employer shall in all respects work to improve employer/employee relations and relations among the employees. The employer shall ensure that employees are able to carry out their work even when the enterprise's operations, the work to be carried out or the work methods are changed or developed. The employer shall strive to further the employees' opportunities to develop themselves according to their abilities so that they can advance in their careers.

Section 2 (1332/2014)
Equal treatment and prohibition of discrimination

An employer must treat all employees equally, unless deviating from this is justified in view of the duties and position of the employees.

Without proper and justified reason 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.

Provisions on equality and on the prohibition of discrimination are laid down in the Non-Discrimination Act (1325/2014). Provisions on equality and on the prohibition of discrimination based on gender are laid down in the Act on Equality between Women and Men (609/1986).

Section 3
Occupational safety and health

The employer must ensure occupational safety and health in order to protect employees from accidents and health hazards, as provided in the Occupational Safety and Health Act (738/2002).

If the working duties or conditions of a pregnant employee endanger the health of the employee or the foetus and if the hazard cannot be eliminated from the work or working conditions, the employee shall, if possible, be transferred to other duties suitable in terms of her working capacity and skills for the period of pregnancy. Provisions on the employee's right to special maternity leave are laid down in chapter 5, section 1.

Furthermore, the provisions of chapter 3 of the Young Workers' Act (998/1993) shall be applied to work carried out by persons under the age of 18.

Section 4
Employer's obligation to offer work to a part-time employee

If the employer requires more employees for duties suitable for employees who are already doing part-time work for the employer, the employer shall offer such employment to these part-time employees, regardless of chapter 7, section 9.

If accepting the work referred to in subsection 1 calls for training that the employer can reasonably provide in view of the aptitude of the employee, the employer shall provide the employee with such training.

Section 5 (1115/2016)
Information on vacancies

The employer shall provide information on vacancies in accordance with practice generally adopted in the enterprise or at the workplace in order to ensure that part-time and fixed-term employees have the same opportunity of applying for these jobs as permanent or full-time employees. Observing similar practice, the user enterprise shall also inform its hired workers (temporary agency workers) of vacancies that arise.

Section 6
General applicability of collective agreements

The employer shall observe at least the provisions of a national collective agreement considered representative in the sector in question (*generally applicable collective agreement*) on the terms and working conditions of the employment relationship that concern the work the employee performs or nearest comparable work.

Any term of an employment contract that is in conflict with an equivalent term in the generally applicable collective agreement is null and void, and the equivalent provision in the generally applicable collective agreement shall be observed instead.

In derogation from what is laid down in subsection 1, an employer which is required under the Collective Agreements Act (436/1946) to observe a collective agreement in which the other contracting party is a national employee organisation is allowed to apply the provisions of this collective agreement.

Section 7
Confirmation and validity of general applicability

Provisions on confirmation of the general applicability of a collective agreement, on the validity of the general applicability and the availability of agreements are laid down in the Act on Confirmation of the General Applicability of Collective Agreements (56/2001).

Section 8 (1115/2016)
Collective agreement applicable to the employment relationships of hired workers (temporary agency workers)

If the employer has hired out an employee to work for a user enterprise, at least the provisions of the collective agreement referred to in section 6, subsection 3, to which the user enterprise is bound, or a generally applicable collective agreement, shall be applied to the employment relationship of the hired worker (temporary agency worker).

If no collective agreement referred to in subsection 1 applies to the hired worker's (temporary agency worker's) employment relationship, the terms and conditions pertaining to the worker's pay, working hours and annual leave must, at a minimum, comply with the agreements or practices binding on, and generally applied by, the user enterprise.

Section 8 a (1115/2016)
Right of hired worker (temporary agency worker) to access the services and facilities of the user enterprise

Hired workers (temporary agency workers) have the right to access the services and common facilities provided by the user enterprise for its employees on the same terms and conditions under which the user enterprise offers these to its own employees, unless different treatment is justified for objective reasons. However, the user enterprise is not obliged to provide financial support for the hired workers' (temporary agency workers') use of the services and facilities.

Section 9
Minimum pay in the absence of a collective agreement

If neither a collective agreement binding under the Collective Agreements Act nor a generally applicable collective agreement is applicable to an employment relationship, and the employer and the employee have not agreed on the remuneration to be paid for the work, the employee shall be paid a reasonable normal remuneration for the work performed.

Section 10 (1449/2016)
Pay during illness

Employees who are prevented from performing their work by an illness or accident are entitled to pay during illness, shipmasters up to a maximum of 90 days, other employees up to a maximum of 60 days in foreign traffic and up to a maximum of 30 days in domestic traffic.

Employees are entitled to pay during illness during the lay-off, provided that the disability to work can clearly be attributed to circumstances caused by work.

Employees are not entitled to pay during illness if they have caused the incapacity for work wilfully or by gross negligence. On request, employees shall present the employer with a reliable account of their incapacity for work.

When the employer has paid an employee pay for the period of illness, it is entitled to receive for a corresponding period the daily sickness allowance due to the employee under the Sickness Insurance Act (1224/2004) or the Occupational Accidents, Injuries and Diseases Act (459/2015), though not more than an amount equivalent to the pay extended.

Section 11
Compensation equivalent to pay during illness upon termination of the employment relationship

If the employment contract has been terminated by the employer and the employee is unable to work due to illness or injury when the employment ends, the employee is entitled to compensation equivalent to pay during illness, provided that he or she would have been entitled for pay during illness had employment continued.

Furthermore, employees are entitled to compensation equivalent to pay during illness due to incapacity for work that has begun within six months of the end of the employment relationship, when such incapacity for work can clearly be attributed to circumstances caused by work.

The employee is not entitled to compensation equivalent to pay during illness for the period during which the employee receives pay from another employer.

Section 12
Care for sick or injured employees

The employer has a duty to provide proper care for sick or injured employees. Where necessary, the employee must be brought ashore to receive medical care. Care includes the medical care prescribed by a medical doctor with any and all travel, medication and subsistence pertaining thereto. The employer's responsibility for subsistence of the employee shall expire at the latest when the employee returns to his or her home.

If a sick or injured employee has to remain abroad to receive medical care, the employer shall make sure that the employee receives proper care and treatment. Where necessary, the employer must inform the closest Finnish diplomatic mission of the matter. The employer shall also notify the employee's next of kin without delay, unless the employee forbids it.

Section 13
Costs of medical treatment

The employer shall be responsible for the costs of medical treatment, up to a maximum of 112 days, provided to an employee that has fallen ill during the period of employment. The employer's liability shall be limited to the part which is not reimbursed from public funds. The treatment provided on board the ship shall not reduce the employer's liability stipulated herein.

The employer's responsibility for the costs of the employee's medical treatment shall cease to apply six months after the employee last left the ship.

The employer shall not be responsible to pay for the costs of the employee's medical treatment if:

1) the employee caused his or her illness wilfully or through gross negligence;

2) the employee falls ill during full-time family leave, annual holiday or lay-off, and the sickness or injury cannot be attributed to circumstances caused by work;

3) another employer is responsible for reimbursing costs of medical treatment.

Section 14
Determination of pay

The pay shall be calculated from the beginning of the date of arrival at work until the end of the date of expiration of the employment, unless otherwise provided elsewhere in law. At the beginning of the employment, the employee shall also receive pay for the period of travel from the employee's home to the ship.

For the purposes of calculating the daily pay based on the monthly pay, a month is equivalent to 30 days.

Section 15
Payroll savings

If the ship is undermanned at the beginning of its voyage or if the number of employees decreases during the voyage, the payroll savings gained by not hiring a replacement employee must be divided among the employees, in accordance with the increase in each employee's workload, provided that such increase has not already been compensated as overtime.

The employees are entitled to the gained payroll savings only for the period during which the ship is at sea, with the exception of the kitchen staff, who are entitled to it also for the period during which the ship is at port.

Section 16
Employee's right to pay in the case of impediment to work

The employer is required to pay the employee full pay if the employee has been available to the employer in accordance with the contract, but has been prevented from working by circumstances for which the employer is responsible.

If the employee is prevented from working due to an accident at sea, a fire, an exceptional natural event or another similar event affecting the workplace beyond the control of the employee or

employer, the employee is entitled to pay for the period of the impediment, though not for more than a maximum of 14 days. If the impediment beyond the control of the parties to the employment contract is caused by industrial action by other employees that is independent of the employee's employment terms or working conditions, the employee is entitled to pay for a maximum of 14 days if the ship is abroad when working is prevented, and for a maximum of seven days if the ship is in a Finnish port.

The employer may deduct from the pay due to an employees under subsections 1 and 2 the amounts saved as a result of the employee being prevented from working and the amount the employee has earned doing other work or chosen intentionally not to earn. In making the deduction, the employer shall observe the provisions of section 21 of this chapter on limitation of the set-off right.

The employee's right to pay in the case of impediment to work due to the destruction of the ship, or if the ship is declared beyond repair, is prescribed in chapter 12, section 4.

Section 17
Payday and pay period

Pay shall be paid on the last day of the pay period, unless otherwise agreed. The pay period shall not exceed one month.

Section 18
Pay period on termination of employment relationship

When an employment relationship ends, the pay period also ends. If payment of a debt arising from the employment relationship is delayed, the employee is entitled to full pay for the waiting days, though not for more than a maximum of six calendar days, in addition to the penalty interest referred to in section 4 of the Interest Act (633/1982).

If a debt arising from the employment relationship is not clear or uncontested or if the delay in payment is due to the employer's calculation error or other similar error, the employee is entitled to receive pay for the waiting days only if the employee has notified the employer of the delay in payment within one month of termination of the employment relationship and the employer has not made the payment within three working days of the notification. In such a case, entitlement to pay for the waiting days begins on the expiry of payment period granted to the employer.

Section 19
Exceptional paydays

If an employee's pay falls due on a Sunday, a religious holiday, Independence Day, May 1, Christmas or Midsummer Eve, or a Saturday that is not a holiday, it shall be deemed to fall due on the preceding working day.

If an employee's pay falls due on a working day on which the payment systems generally used by banks for interbank payments are not available under a decision made by the European Central Bank or the Bank of Finland, as announced by a notice made by the Bank of Finland and published in the Statute Book, the nearest working day preceding this as shall, similarly, be deemed the due day.

Section 20
Payment of pay

Pay shall be paid to the employee in cash. Should the employee so wish, the pay or part thereof shall be paid to a financial institution designated by the employee. The employer shall bear the cost of the latter method. The payment shall be made or the pay shall be withdrawable on the due date.

On payment, the employer shall give the employee a calculation showing the amount of the pay and the grounds for its determination.

Whenever the ship is at port, the employees shall be entitled to receive an advance on the pay outstanding at that time, however not more often than every seventh day while the ship stays in the same country.

At the employee’s request, the cash wages or the advance pay must be paid in local currency at an exchange rate used by the local banks.

Section 21
Employer's right of set-off and advance

The employer shall not set off pay payable to an employee against counterclaims in so far as this is exempt from distraint under the Enforcement Code (705/2007) and the Enforcement Decree (1322/2007).

Advance pay extended as security on the contract or otherwise may be deducted from pay. Advance pay shall in the first place be deemed part of the protected amount referred to in subsection 1.

Section 22
The right of close relatives to the additional pay

If the employee dies during the validity of the employment contract, his or her spouse and any of the employee's children under 16 years of age are entitled to receive compensation equivalent to the employee's basic pay and fixed bonuses for the month. The close relatives have the same right if the employee, upon his or her death, would have been entitled to compensation equivalent to pay during illness upon termination of the employment relationship, provided for in section 11, subsection 1. In such case, the amount already paid or to be paid to the employee in accordance with said section 11 shall be deducted from the compensation payable to the close relatives.

Section 23 (421/2015)
Employee's entitlement to 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 80 and 81 of the Local Government Act (410/2015).

Chapter 3
Free homeward journeys

Section 1
Free homeward journeys during the term of employment

The employer shall pay for the employee's journey back to his or her place of domicile including subsistence, when:

1) the journey is a homeward journey at the beginning of maternity, special maternity, paternity, parental or child-care leave;

2) the employee wishes to terminate a pregnancy.

When the employer lays off an employee when the employee is abroad, the employer shall pay for the employee's journey back to his or her place of domicile including subsistence and, at the end of the lay-off period, his or her return to the ship, if the ship is abroad at that time.

Section 2
Free homeward journeys upon termination of the employment contract

If an employment contract that has lasted without a break for no less than six months terminates abroad, the employer shall pay for the employee's journey back to his or her place of domicile, including subsistence. If the employee could have terminated the employment contract at a port in his or her home country within the past three months before the termination of the employment contract, he or she shall not be entitled to a free homeward journey. If it is estimated that the ship will arrive, within a month of the termination of the employment contract, at a port from which the homeward journey can be arranged at a significantly lower cost, the employee must continue to work until arrival at such port.

Furthermore, the employer shall pay for the employee's journey back to his or her place of domicile including subsistence, when:

1) the employer has given the employee notice on financial or production-related grounds;

2) the employment contract has been terminated due to the employee's disability caused by illness, injury or accident;

3) the employer has terminated the employment contract without legal justification for reasons attributable to the employee;

4) the employment contract has been terminated during the trial period;

5) the employee has terminated the employment contract for reasons attributable to the employer; or

6) the employee has terminated the employment contract due to a dangerous contagious disease encountered at the port of destination, or due to a threat posed to the ship by war or a war-like situation.

The employee loses his or her right to a free homeward journey if he or she fails to request it when giving notice or cancelling his or her employment agreement.

Section 3
Arranging the homeward journey

The employer is responsible for making the arrangements for employees' free homeward journeys. If the employer cannot arrange the journey, the employer must turn to a Finnish diplomatic mission which must arrange the journey.

Section 4 was repealed by Act 1069/2013.

Chapter 4
Employees' obligations

Section 1
General obligations

Employees shall perform their work carefully, observing the instructions concerning performance issued by the employer within its competence. In their activities, employees shall avoid everything that conflicts with the actions reasonably required of employees in their position.

Section 2
Occupational safety and health

Employees shall observe the care and caution required by their work duties and working conditions and apply all available means to ensure their own safety and the safety of other employees at the workplace.

Employees shall notify the employer of any faults or deficiencies they may detect in the structures, machinery, equipment and work and protection implements of the workplace and ship's cargo which may cause risk of accident or illness.

Section 3
Competing activity

Employees shall not do work for another party or engage in such activity that would, taking the nature of the work and the individual employee's position into account, cause manifest harm to their employer as a competing activity contrary to fair employment practices.

During the term of employment, employees shall not embark on any action to prepare for competing activities as cannot be deemed acceptable, taking into account what is stipulated in subsection 1.

An employer which recruits a person whom it knows to be impeded from work on the basis of subsection 1 is liable for any loss caused to the previous employer jointly with the employee.

Section 4 (608/2018)
Trade secrets

During the term of employment, the employee may neither utilise unlawfully nor divulge to third parties the employer's trade secrets. If the employee has obtained such information unlawfully, the prohibition will also continue after termination of the employment relationship.

Provisions on the protection of trade secrets are also laid down in the Trade Secrets Act (595/2018).

Liability for any loss incurred by the employer applies not only to the employee who divulged the trade secret but also to the recipient of this information, if the latter knew or should have known that the employee had acted unlawfully.

Section 5
Agreement of non-competition

For a particularly weighty reason related to the operations of the employer in the employment relationship, an agreement made at the beginning of or during the employment relationship (*agreement of non-competition*) may limit the employee's right to conclude an employment contract on work to begin after the employment relationship has ceased with an employer which

engages in operations competing with the first-mentioned employer, and also the employee's right to engage in such operations on his or her own account.

In assessing the particular weight of the reason for instituting an agreement of non-competition, consideration shall also be given to the nature of the employer's operations and any need for protection related to keeping a trade secret or to special training given to the employee by the employer, and the employee's status and duties. (608/2018)

An agreement of non-competition may restrict the employee's right to conclude a new employment contract or to engage in the trade concerned for a maximum of six months. If the employee can be deemed to receive reasonable compensation for the restrictions imposed by the agreement of non-competition, a restriction period can be agreed on that extends over a maximum of one year. Instead of compensation for loss, the agreement may include a provision on contractual penalty, which shall not exceed the amount of pay received by the employee for the six months preceding the end of the employee's employment relationship.

An agreement of non-competition does not bind the employee if the employment relationship has been terminated for a reason deriving from the employer. What is provided above on restricting the duration of an agreement of non-competition and the maximum contractual penalty does not apply to employees who, in view of their duties and status, are deemed to be engaged in the direction of the enterprise, corporate body or foundation or an independent part thereof or to have an independent status immediately comparable to such managerial duties.

A restraint of trade agreement shall be void in so far as it is contrary to what is provided above. In other respects, the provisions in the Contracts Act (228/1929) shall apply to the validity and mitigation of such agreements.

Section 6

Employees' obligation to remain on board the ship

When the ship is at port or at safe anchorage, the employees must be present on board during their free time only if it is necessary in order to ensure the security of the ship, of those on board, or of the ship's cargo, or if the upcoming voyage or relocation of the ship so necessitates, if not otherwise provided for in chapter 13, section 19.

The employer shall arrange passage ashore for the employees free of charge, if it can be arranged at a reasonable cost given the circumstances.

Section 7
Employee's personal belongings on board the ship

The employee is not allowed to bring on board any substances or items that could pose a danger to the ship, to those on board, or to property, or that could cause serious harm to law and order on board the ship.

If there is particular reason to suspect that a substance or an item referred to above in subsection 1 has been brought onto the premises occupied by the employee, the shipmaster is entitled to carry out an inspection of said premises. Inspections may not be carried out in the employee's living quarters, unless it is necessary in order to clarify the circumstances under inspection. Only the shipmaster or a security steward stationed on board may inspect the living quarters.

The inspection must be carried out in the presence of witnesses. Where necessary, the shipmaster is entitled to seize the hazardous or harmful substance or item referred to in subsection 1. The substance or item must be handed over to the police or, if not prohibited by law, returned to the employee when he or she leaves the ship.

Section 8
Employee's obligation to take part in giving a maritime declaration

If the employee's presence is required in order to give a maritime declaration, the employee is obligated to remain, until the ship's protest has been given, in the locality where the maritime declaration is to be given or sufficiently close-by so that he or she can promptly present himself or herself upon request. The employer shall pay the employee remuneration for the aforementioned time and pay for his or her subsistence and travel necessitated by the giving of the maritime declaration.

Chapter 5
Family leave

Section 1
Maternity, special maternity, paternity and parental leave

Employees shall be entitled to take leave from work during maternity, special maternity, paternity and parental benefit periods as referred to in the Sickness Insurance Act.

Employees shall be entitled to take parental leave in one or two periods, the minimum duration of which shall be 25 working days.

Section 2
Work during maternity or parental allowance terms

During the maternity allowance term the employee is, with the employer's consent, entitled to perform work that does not pose a risk to her or to the unborn or newly born child. However, such work is not permitted during a period of two weeks before the expected time of birth and two weeks after giving birth. Both the employer and the employee have the right to discontinue work done during the maternity allowance term at any time.

The employer and the employee may agree on part-time work and its terms during the parental allowance period prescribed in chapter 9, sections 10 and 12 of the Sickness Insurance Act. The employee's right to partial parental allowance is prescribed in chapter 9, section 9 of the Sickness Insurance Act.

Agreement shall be reached on discontinuing part-time work or altering its terms. If agreement cannot be reached, the employee is entitled for a justified reason to discontinue part-time work and return either to the parental leave referred to in section 1 of this chapter or to his or her previous working hours.

Section 3
Child-care leave

Employees are entitled to take child-care leave in order to care for their child or some other child living permanently in their household until the child reaches the age of three. 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 one or two periods of at least one month, unless the employee and the employer agree on more than two periods or a period shorter than one month. Only one parent or person having the care and custody of the child is entitled to child-care leave at one

time. During maternity or parental leave, the other parent or person having care and custody is nonetheless entitled to take one period of child-care leave.

Section 4
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. However if the duration of this leave is no more than 25 working days, 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 the event that 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.

Section 5
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, subsection 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 to the employer 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.

If an employee is entitled to partial child-care leave, but it is not possible to reach agreement on the detailed arrangements, the employee shall be granted one period of partial child-care leave in a calendar year. The duration and timing of the leave shall be according to the employee's proposal. In such cases, the partial child-care leave shall be granted by reducing the regular working hours to half of the working hours of a full-time employee performing the same function, in accordance with the rotation system in use on board the ship.

Section 6
Interruption of partial child-care leave

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.

Section 7
Temporary child-care leave

If the employee's child or some other child who is under 10 years of age and who lives permanently in the employee's household falls suddenly ill, the employee shall be entitled to temporary child-care leave for a maximum of four working days at a time in order to arrange for

care of the child or to care for the child personally. This entitlement also applies to a parent who does not live in the same household with the child. Those entitled to temporary child-care leave shall have the right to take temporary child-care leave during the same calendar period, but not simultaneously.

The employee shall notify the employer of temporary child-care leave and of its estimated duration as soon as possible. If the employer so requires, the employee shall present a reliable account of the grounds for temporary child-care leave.

Section 8
Absence for taking care of a family member or someone close to the employee

If it is necessary for an employee to be absent in order to provide special care for a family member or someone else close to him or her, the employer must try to arrange the work so that the employee may be absent from work for a fixed period. The employer and the employee shall agree on the duration of such leave and on other arrangements, taking into consideration the employee's needs and the employer's production and service activities.

Return to work in the middle of the agreed leave must be agreed on between the employer and the employee. If agreement cannot be reached, the employee may discontinue his or her leave for a justifiable reason by informing the employer of his or her return no later than one month before the date of return to work.

On request, the employee must present the employer with proof of the grounds for absence and for its discontinuation.

Section 9
Absence for compelling family reasons

Employees shall be entitled to temporary absence from work if their immediate presence is necessary because of an unforeseeable and compelling reason due to an illness or accident suffered by their family. The exercise of the right shall be subject to the condition that the ship, due to the employee's absence, does not become unseaworthy.

Employees must notify the employer of their absence and its reason as soon as possible. If the employer so requests, employees must present a reliable account of the grounds for their absence.

Section 10
Obligation to pay remuneration

The employer is not required to pay the employee remuneration for the duration of a family leave referred to in this chapter. Nonetheless, when the employee's employment relationship has continued without interruption for a period of no less than six months before the beginning of a period of maternal leave, the employer is obligated to pay the employee remuneration for the duration of the maternal leave as stipulated regarding the payment of pay during illness in chapter 2, section 10.

Nonetheless, the employer shall compensate a pregnant employee for loss of earnings incurred from medical consultations prior to the birth if it is not possible to arrange the consultations outside working hours.

Section 11
Return to work

At the end of a leave referred to in this chapter, employees are in the first place entitled to return to their former duties. If this is not possible, employees shall be offered equivalent work in accordance with their employment contract, and if this is not possible either, other work in accordance with their employment contract.

Chapter 6
Lay-offs

Section 1
Definition of lay-off

Laying off means temporary interruption of work and remuneration on the basis of an employer decision or an agreement made on the employer's initiative, while the employment relationship continues in other respects. If the conditions laid down in section 2 are met, the employer is entitled to lay off employees either for a fixed period or indefinitely by interrupting the work completely or by reducing an employee's regular working hours prescribed by law or contract to the extent necessary in view of the grounds for laying off the employee.

Under restrictions arising from section 6, employees are entitled to take on other work during the lay-off. Chapter 13, section 7 contains provisions on the use of accommodation benefits during lay-offs.

Section 2
Grounds for lay-offs

The employer is entitled to lay off an employee if

1) the employer has a financial or production-related reason for terminating the employment contract referred to chapter 8, section 3, or

2) the work or the employer's potential for offering work have diminished temporarily and the employer cannot reasonably provide the employee with other suitable work or training corresponding to its needs; the work or the potential for offering work are considered to have diminished temporarily if they can be estimated to last a maximum of 90 days.

Notwithstanding what is provided in subsection 1 and in section 4 of this chapter, the employer and the employee may, during the employment relationship, agree on a lay-off for a fixed period if this is needed in view of the employer's operations or financial standing.

The employer is entitled to lay off an employee in a fixed-term employment relationship only if the employee is working as a substitute for a permanent employee and if the employer would be entitled to lay off the permanent employee if the permanent employee were working.

The employer is not entitled to lay off a shop steward elected on the basis of a collective agreement, except on the grounds laid down in chapter 8, section 9, subsection 2.

Section 3
Advance explanation and hearing the employee

The employer shall, on the basis of information available to it, present the employee with an advance explanation of the grounds for the lay-off, and its estimated extent, implementation, commencement and duration. If the lay-off concerns a number of employees, the explanation may be given to the employees' representative or the employees jointly. The explanation shall be presented without delay as soon as the employer becomes aware of the need for lay-offs.

After presentation of the explanation but before the lay-off notice, the employer shall reserve the employees or their representative an opportunity to be heard concerning the explanation given.

It is not necessary to present an advance explanation if the employer is required under another act, agreement or other provision binding the employer to present a corresponding explanation or negotiate on the lay-offs with the employees or their representative.

Section 4 (205/2017)
Lay-off notice

The employer shall notify employees of a lay-off in person a minimum of 14 days before the lay-off begins. If the notice cannot be given in person, it can be given by letter or electronically with the same minimum notice period. The notice shall include the grounds for lay-off, the date of commencement and the duration or estimated duration of the lay-off.

The obligation to give such notice does not exist if the employer is for the entire lay-off period on account of other absence from work free from the duty to pay the employee remuneration.

The representative of employees to be laid off shall be informed of the notice.

Section 5
Lay-off certificate

At the employee's request, the employer shall provide a written lay-off certificate giving at least the reason for the lay-off, the date of commencement, and the duration or estimated duration of the lay-off.

Section 6
Returning to work after lay-off

If an employee has been laid off indefinitely, the employer shall notify the employee of resumption of work at least seven days in advance unless otherwise agreed.

Employees are entitled to terminate an employment contract made with another employer for the lay-off period, regardless of its duration, at five days' notice.

Section 7
Termination of the employment relationship of a laid-off employee

During a lay-off, employees are entitled to terminate their employment contract without a notice period regardless of its duration. If the date when the lay-off ends is known by the employee, this right shall not apply for seven days preceding the end of the lay-off period.

If the employer terminates a laid-off employee's employment contract by giving notice so that the contract ends during the lay-off, the employee is entitled to pay for the period of notice. The employer may deduct a pay sum due for 14 days from the pay for the notice period if the employee has been laid off using a law-based or contract-based lay-off notification period of more than 14 days.

Employees who terminate their employment contract after the lay-off has lasted continuously for a minimum of 200 days are entitled to their pay for the notice period as compensation, as provided in subsection 2.

Chapter 7
General provisions on the termination of an employment contract

Section 1
Fixed-term contracts

Fixed-term employment contracts are terminated without giving notice at the end of the fixed period or on completion of the agreed work.

If the date of the termination of the employment contract is known only by the employer, the employer shall inform the employee of the termination of the employment contract without delay as soon as it learns the date concerned.

An employment contract concluded for longer than five years may, when five years have elapsed from the conclusion of the contract, be terminated on the same grounds and using the same procedure as an employment contract concluded for an indefinite period.

Section 2
Retirement age

An employee's employment relationship is terminated without giving notice and without a notice period at the end of the calendar month during which the employee reaches the age of retirement, unless the employer and the employee agree to continue the employment relationship. The retirement age is 68 for those born in 1957 or earlier, 69 for those born in 1958–1961, and 70 for those born in or since 1962. (103/2016)

The employer and the employee may agree on a fixed-term continuation of an employment relationship regardless of chapter 1, section 4.

Section 3
General provisions concerning periods of notice

An employment contract which has been concluded for an indefinite period or is otherwise valid for an indefinite period is terminated by giving notice to the other contracting party.

The agreed notice period may not exceed six months. If a longer period has been agreed on, a six-month notice period shall be observed instead. The agreed employer's notice period may be longer than that of the employee. If the agreed notice period to be observed by the employer is shorter than that of the employee, the latter is entitled to observe the notice period agreed for the employer.

The employee's employment contract is terminated when the ship, after the expiry of the notice period, arrives at a port where the employee is free to leave the ship. The employer is entitled to terminate the employment contract only in a port located in the employee's home country or in a port located in the country where the employment contract was concluded. If the ground for terminating the employment contract is a threat posed to the ship by war or a war-like situation, or a dangerous contagious disease encountered at the port of destination, the employment contract shall terminate when the employer has taken the employee to a port from where he or she can travel home safely.

Section 4
General notice periods

Unless otherwise agreed, the notice periods to be observed by the employer are the following if the employment relationship has continued uninterruptedly:

1) one month, if the employment relationship has continued for up to one year;

2) two months, if the employment relationship has continued for more than one year but no more than five years;

3) three months, if the employment relationship has continued for more than five years but no more than nine years;

4) four months, if the employment relationship has continued for more than nine years but no more than 12 years;

5) five months, if the employment relationship has continued for more than 12 years but no more than 15 years;

6) six months, if the employment relationship has continued for more than 15 years.

Unless otherwise agreed, the notice periods to be observed by the employee are the following if the employment relationship has continued uninterruptedly:

1) 14 days, if the employment relationship has continued for no more than one year;

2) one month, if the employment relationship has continued for more than one year but no longer than 10 years;

3) two months, if the employment relationship has continued for more than 10 years.

Section 5
Termination of employment without a notice period

The employee may terminate his or her employment contract with immediate effect, also in the middle of a fixed period, when:

1) he or she has learned that a dangerous contagious disease is encountered at the port of destination;

2) war or a war-like situation poses a threat to the ship;

3) his or her close relative has died or fallen seriously ill;

4) he or she has been admitted to an educational establishment or been given a position or job the acceptance of which he or she considers important;

5) his circumstances have significantly changed after the conclusion of the employment contract so that it can no longer be considered reasonable to continue the employment relationship.

The employee is not entitled to terminate his or her employment by virtue of subsection 1, paragraphs 4 or 5 if the ship would become unseaworthy due to the termination, unless a suitable person can be employed to replace the employee. The employee shall be liable to compensate the employer for the costs and expenses of recruiting a replacement employee. The employee's liability to compensate may be reduced or it can be removed entirely when taking into account the duration of the employment relationship and other relevant factors.

Section 6
Period of notice and compensation to be given as free time

When the employer has terminated the employment contract on financial or production-related grounds, the unused compensation given as free time referred to in section 14 of the Seamen's Working Hours Act (296/1976) or agreed in the collective agreement shall be replaced by payment in money upon termination. The employee cannot be ordered without his or her consent to use the compensation given as free time, accrued before giving notice of termination, during his or her period of notice.

Section 7
Non-observance of the notice period

An employer which terminates an employment contract without observing the notice period shall pay the employee full pay for a period equivalent to the notice period as compensation.

Employees who have not observed the notice period are required to pay the employer an amount equivalent to their pay for the notice period as a lump-sum compensation.

If the notice period has been observed in part only, the liability is limited to what is equivalent to the pay due for the non-observed part of the notice period.

Section 8
Tacit extension of the contractual relationship

If the employer allows the employee to continue to work after expiry of the contract or notice period, the contractual relationship shall be deemed to have been extended indefinitely.

The provision of subsection 1 above shall not be applied if, after the expiry of the period referred to therein, such work is being carried out that is necessary in order to ensure the security of the ship, of those on board, or of the ship's cargo, and the work does not last longer than two days.

Section 9 (390/2017)
Re-employment of an employee

If an employee is given notice on the basis of chapter 8, sections 3 or 6, and the employer needs new employees within four months of termination of the employment relationship for the same or similar work that the employee given notice had been doing, the employer shall offer work to this former employee if the employee continues to seek work via an Employment and Economic Development Office. However, if the employment relationship has lasted without interruption for at least 12 years prior to its termination, the re-employment period shall be six months.

In derogation from chapter 1, section 10, subsection 2 above, this obligation also applies correspondingly to the assignee referred to in chapter 1, section 10, where the assignor has given notice to terminate an employee's employment contract with the termination to occur before the assignment.

Section 10
Certificate of employment

On termination of the employment relationship, the employee is entitled to receive, on request, a written certificate of the duration of the employment relationship and the nature of the work duties. At the specific request of the employee, the certificate shall include the reason for the termination of the employment relationship and an assessment of the employee's working skills and behaviour. The certificate shall not provide any information other than that obtainable from normal perusal.

The employer is required to provide the employee with a certificate of employment on request within 10 years of termination of the employment relationship. A certificate on the employee's working skills and behaviour shall, however, be requested within five years of termination of employment relationship.

If more than 10 years have elapsed from termination of the employment relationship, a certificate of the duration of the employment relationship and the nature of the work duties shall be given only if it does not cause the employer undue inconvenience. Subject to the same conditions, the employer shall issue a new certificate on request if the original has been lost or destroyed.

Chapter 8
Grounds for termination of the employment contract by means of notice

Section 1
General provision on the grounds for termination of an employment contract

The employer shall not terminate an indefinitely valid employment contract without proper and weighty reason.

Section 2
Termination grounds related to the employee's person

Serious breach or neglect of obligations arising from the employment contract or the law and having essential impact on the employment relationship as well as such essential changes in the conditions necessary for working related to the employee's person as render the employee no more able to cope with his or her work duties can be considered a proper and weighty reason for termination arising from the employee or related to the employee's person. The employer's and the employee's overall circumstances must be taken into account when assessing the proper and weighty nature of the reason.

At least the following cannot be regarded as proper and weighty reasons:

1) illness, disability or accident affecting the employee, unless working capacity is substantially reduced thereby for such a long term as to render it unreasonable to require that the employer continue the contractual relationship;

2) participation of the employee in industrial action arranged by an employee organisation or in accordance with the Collective Agreements Act;

3) the employee's political, religious or other opinions or participation in social activity or associations;

4) resort to means of legal protection available to employees.

Employees who have neglected their duties arising from the employment relationship or committed a breach thereof shall not be given notice, however, before they have been warned and given a chance to amend their conduct.

Having heard the employee in the manner referred to in chapter 10, section 2, the employer shall, before giving notice, find out whether it is possible to avoid giving notice by placing the employee in other work.

What is provided in subsections 3 and 4 need not be observed if the reason for giving notice is such a grave breach related to the employment relationship as to render it unreasonable to require that the employer continue the contractual relationship.

Section 3
Financial and production-related grounds for termination

The employer may terminate the employment contract if the work to be offered has diminished substantially and permanently for financial or production-related reasons or for reasons arising from reorganisation of the employer's operations. The employment contract shall not be terminated, however, if the employee can be placed in or trained for other duties as provided in Section 4.

At least the following shall not constitute grounds for termination:

1) either before termination or thereafter the employer has employed a new employee for similar duties even though the employer's operating conditions have not changed during the equivalent period; or

2) no actual reduction of work has taken place as a result of work reorganisation.

Section 4
Obligation to offer work and provide training

Employees shall primarily be offered work that is equivalent to that defined in their employment contract. If no such work is available, they shall be offered other work equivalent to their training, professional skill or experience.

The employer shall provide employees with training required by new work duties that can be deemed feasible and reasonable from the point of view of both contracting parties.

If an employer which in fact exercises control in personnel matters in another enterprise or corporate body on the basis of ownership, agreement or some other arrangement cannot offer an employee work as referred to in subsection 1, it must find out if it is possible to meet the employer's obligation to provide work and training by offering the employee work in other enterprises or corporate bodies under its control.

Section 5 (390/2017)
Termination on assignment of business

The assignee may not terminate an employee's employment contract merely because of assignment of the business as referred to in chapter 1, section 10.

When an employer assigns its business in the manner prescribed in chapter 1, section 10, employees shall be entitled to give notice to terminate their employment contracts with the termination to occur on the date of assignment, regardless of the period of notice otherwise applicable to the employment relationship or of its duration, if they have been informed of the assignment by the employer or the new proprietor of the business no less than one month before the date of assignment. If employees have been informed of the assignment later than that, they are entitled to give notice to terminate their employment contract with the termination to occur on or after the date of assignment, though no later than within one month after having been informed of the assignment.

Section 5 a (390/2017)
Assignee's responsibility

If an employment contract is terminated because an employee's terms of employment are weakened substantially as a result of assignment of the business, the employer is deemed to be responsible for termination of the employment relationship.

Section 6
Termination in connection with a reorganisation procedure

If the employer is subject to a procedure referred to in the Restructuring of Enterprises Act (47/1993), the employer shall be entitled, unless otherwise provided in section 4, to terminate the employment contract regardless of its duration at a notice of two months, if

1) the termination derives from an arrangement or measure to be carried out during the reorganisation procedure which is necessary to avoid bankruptcy and which causes the work to cease or decrease in the manner referred to in section 3 or

2) the termination derives from a procedure in accordance with a confirmed reorganisation plan that causes the work to cease or decrease in the manner referred to in section 3, or if the termination derives from an arrangement in accordance with the plan, which is attributed to financial grounds established in the confirmed reorganisation plan, and calls for a reduction in personnel resources.

The employee shall observe a notice period of 14 days in connection with reorganisation procedures, unless otherwise provided in chapter 6, section 7, subsection 1.

Section 7
Bankruptcy or death of the employer

If the employer is declared bankrupt, the employment contract may be terminated by either party regardless of its duration. The period of notice is 14 days. The pay due for the period of bankruptcy shall be paid from the bankrupt's estate.

On the death of the employer, both the parties to the death estate and the employee are entitled to terminate the employment contract regardless of its duration. The period of notice is 14 days. The termination right shall be exercised within three months of the death of the employer.

Section 8
Termination in the case of an employee who is pregnant or on family leave

The employer shall not terminate an employment contract on the basis of the employee's pregnancy or because the employee is exercising his or her right to the family leave laid down in chapter 5. On request, the employee must present the employer with proof of pregnancy.

If the employer terminates the employment contract of a pregnant employee or an employee on family leave other than the leave provided for in chapter 5, section 8, the termination shall be deemed to have taken place on the basis of the employee's pregnancy or family leave unless the employer can prove there was some other reason.

The employer shall be entitled to terminate the employment contract of an employee on maternity, special maternity, paternity, parental or child-care leave on the grounds laid down in section 3 only if its operations cease completely.

Section 9
Protection against termination in the case of shop steward

The employer shall be entitled to terminate the employment contract of a shop steward elected on the basis of a collective agreement on the basis of grounds referred to in section 2 of this chapter only if a majority of the employees whom the shop steward or the elected representative represents agree.

The employer shall be entitled to terminate the employment contract of a shop steward on the grounds laid down in sections 3 or 6 or section 7, subsection 1, only if the work of the shop steward ceases completely and the employer is unable to arrange work that corresponds to the person's professional skill or is otherwise suitable, or to train the person for some other work in the manner referred to in section 4.

Section 10
An employee's right to employment leave

Unless otherwise agreed by the employer and the employee after the employer has terminated the employment contract on the grounds provided in sections 3 and 4 or section 6, the employee is entitled to fully paid leave in order to participate during his or her period of notice in the

preparation of an employment plan as referred to in the Act on Public Employment and Business Service (916/2012), in labour market training or related practical training or on-the-job learning, or to engage in job-seeking and attend job interviews on his or her own initiative or at the initiative of the authorities, or to attend re-assignment coaching. (921/2012)

The duration of employment leave is determined in accordance with the duration of the period of notice as follows:

1) a maximum of five working days in total, if the period of notice does not exceed one month;

2) a maximum of ten working days in total, if the period of notice is longer than one month but does not exceed four months;

3) a maximum of 20 working days in total, if the period of notice is more than four months.

Before taking employment leave or part thereof, the employee shall inform the employer regarding the leave and the grounds therefore as early as possible, and shall, upon request, present a reliable account on the grounds for each leave.

Taking employment leave shall not substantially inconvenience the employer.

Section 11 (1468/2016)
Coaching or training to further the employment prospects of an employee given notice

The employer is obligated to offer an employee to whom it has given notice on grounds set out in chapter 8, section 3, the opportunity to take part in employer-funded coaching or training to further the prospects of finding employment if:

1) the employer regularly employs at least 30 people; and

2) the employee has been employed by the employer for an uninterrupted period of at least five years before the termination of the employment relationship.

The value of the coaching or training must at least correspond to the employee's imputed pay for one month or the average monthly earnings of personnel at the same place of work as the employee given notice, whichever is the greater. The coaching or training shall be provided within a two-month period following the end of the period of notice. Where there are serious grounds,

the coaching or training may be provided later than this. However, by the end of the employment relationship the employee must be aware of the date or estimated date of the coaching or training provision.

The employer and the employee may agree that the employer will meet its obligation referred to in subsection 1 by paying in part or in full for training or coaching procured by the employee himself or herself.

The employer and the personnel may agree otherwise in respect of the provision of subsection 2 concerning specification of the value. The employer and the personnel may also agree on other arrangements instead of coaching or training for furthering the employment prospects of an employee given notice. The personnel representative is determined in accordance with section 8 of the Act on Cooperation within Undertakings (334/2007), section 6 of the Act on Cooperation in Government Agencies and Public Bodies (1233/2013) or section 3 of the Act on Cooperation between the Employer and Employees in Municipalities (449/2007). An agreement made by a personnel representative binds all employees whom the representative can be considered to represent.

Section 12 (1468/2016)
Neglect of coaching or training for furthering employment prospects

An employer that has not complied with the obligation laid down for it in section 11 is obligated to pay a lump sum compensation to the employee of an amount corresponding to the value of the training or coaching.

If the obligation to arrange coaching or training has been neglected only in part, the obligation to compensate shall be limited to an amount corresponding to the extent by which the obligation was neglected.

Chapter 9
Cancellation of the employment contract

Section 1
Grounds for cancellation

The employer is only upon an extremely weighty cause entitled to cancel an employment contract with an immediate effect regardless of the applicable period of notice or the duration of the employment contract. Such a cause may be deemed to exist in case the employee commits a breach against or neglects duties based on the employment contract or the law and having an essential impact on the employment relationship in such a serious manner as to render it unreasonable to expect that the employer should continue the contractual relationship even for the period of notice.

Correspondingly, the employee shall be entitled to terminate the employment contract with immediate effect if the employer commits a breach against or neglects its duties based on the employment contract or the law and having essential impact on the employment relationship in such a serious manner as to render it unreasonable to expect that the employee should continue the contractual relationship even for the period of notice.

Despite the cancellation, the employment contract shall remain valid until the ship's arrival at port, provided that this does not cause substantial inconvenience. Once the employer has cancelled the employment contract, the employee must be taken to a port where he or she may freely leave the ship and from where it is possible for him or her to travel at reasonable cost to his or her home country or to the country in which the employment contract was concluded.

Section 2
Lapse of cancellation right

The right to cancellation lapses if the employment contract is not cancelled within 14 days of the date on which the contracting party is informed of the existence of the cancellation grounds referred to in section 1.

If cancellation is prevented for a valid reason, it may take place within 14 days of the date on which the impediment ceases to exist.

Section 3
Deeming the employment contract cancelled

If the employee has been absent from work for a minimum of seven days without notifying the employer of a valid reason for the absence for this period, the employer is entitled to consider the employment contract cancelled from the date on which the absence began.

If the employer is absent from the workplace for a minimum of seven days without notifying the employee of a valid reason for this absence, the employee shall be entitled to consider the employment contract cancelled.

If it has been impossible to notify the other contracting party because of an acceptable impediment, the cancellation of the employment contract shall be null and void.

Chapter 10
Procedure for terminating an employment contract

Section 1
Appealing to the grounds for termination

The employer must effect termination of the employment contract within a reasonable period after being informed of the existence of the grounds related to the person of the employee referred on in chapter 8, section 2.

Section 2
Hearing the employee and the employer

Before the employer terminates an employment contract on the grounds referred to in chapter 8, section 2, or cancels it for a reason referred to in chapter 1, section 5, or chapter 9, section 1, the employer shall provide the employee with an opportunity to be heard concerning the grounds for termination, if the employee has not already been heard by the Ship Committee. The employee is entitled to resort to an assistant when being heard.

Before the employee cancels an employment contract on the grounds referred to in chapter 9, section 1, the employee must provide the employer with an opportunity to be heard concerning the grounds for cancellation.

Section 3 (205/2017)
Employer's duty to explain

Prior to terminating the employment contract on the grounds referred to in chapter 8, section 3 or 6, the employer must at the earliest possible stage explain to the employee to be dismissed the grounds for termination of employment and the alternatives. If the employment contract is

terminated pursuant to chapter 8, section 7, the bankrupt's or death estate must present to the employees as soon as possible a clarification of the grounds of the employment contract's termination.

If the termination concerns more than one employee, the explanation may be given to a representative of the employees or, if no such representative has been elected, to the employees jointly.

If the employer is, under law, agreement or other binding provision, required to negotiate on the grounds for termination with the employees or their representatives, the employer is not required to provide the explanation referred to in subsections 1 and 2.

Section 4 (164/2020)
The employer's notification to TE Offices

The employer shall immediately submit a report to the TE Office of termination of employment, if the employer has terminated the employment of at least ten employees and this was due to the financial or production-related reasons named in sections 3, 4, 6 or 7 of chapter 8.

The notification mentioned above in subsection 1 must include the number of employees let go, their professions and job descriptions and the time at which their employment was terminated.

Section 5 (164/2020)
Employer's obligation to provide information on the employment plan

In cases referred to in section 4, the employer is obligated to inform the employee of his or her right to an employment plan, referred to in the Act on Public Employment and Business Service.

Section 6
Delivery of notice on the termination of an employment contract

A notice on termination of an employment contract shall be delivered to the employer or its representative, or to the employee, in person. If this is not possible, the notice may be delivered by letter or electronically. The notice is then deemed to have been received by the recipient at the latest on the seventh day after the notice was sent.

If the employee is on annual vacation in accordance with law or contract or on a holiday of at least two weeks given in order to balance out working hours, termination of the employment relationship based on a notice delivered by letter or electronically shall not be regarded as delivered until the date following the end of the vacation or holiday at the earliest.

If a notice terminating the employment contract is delivered by letter or electronically, it shall be deemed that the grounds referred to in chapter 1, section 5, and the grounds for termination of an employment contract referred to in chapter 9, section 1 have been referred to within the agreed or required time if the notice has been handed in for delivery by mail within that period.

Section 7
Notifying the employee of the grounds for termination

At the employee's request, the employer shall notify the employee without delay in writing of the date of termination of the employment contract and of the grounds for termination or cancellation known by the employer to have caused the termination.

Chapter 11
The Ship Committee

Section 1
Composition of the Ship Committee

When there are no less than eight employees working regularly on board a ship operating in international traffic, the ship must have a Ship Committee.

On the Ship Committee, there shall be three members elected by the personnel from among themselves, and a chairman. The shipmaster or a person appointed by him or her shall act as the chairman. When considering a matter concerning a member of the crew, one member of the Ship Committee shall represent the ship's officers and two members shall represent the crew. When considering a matter concerning the ship's officers, two members of the Ship Committee shall represent the ship's officers and one member shall represent the crew. If the employee groups have not chosen their representative(s) to the Ship Committee, the chairman shall be entitled to appoint the representatives.

Ship Committee membership may not be refused without valid reason.

Section 2
Duties of the Ship Committee

The Ship Committee shall hear matters relating to the termination or cancellation of employment contracts due to reasons discovered on board the ship and attributable to the employee in question, as well as matters relating to the suspicion of a criminal offence committed by an employee in the workplace.

In situations referred to in subsection 1 above, the employment contract may not be terminated or cancelled before the matter has been heard by the Ship Committee.

Section 3
Convening the Ship Committee and procedure in the Ship Committee

The Ship Committee shall be convened by its chairman. The Ship Committee shall constitute a quorum when all of its members, the chairman included, are present.

The Ship Committee shall consider all matters thoroughly and impartially. The Ship Committee must, if possible, consult the parties involved before giving any ruling in the matter under consideration. The employee or the Ship Committee may invite other individuals with knowledge of the matter to appear before and be heard by the Ship Committee.

An employee is entitled to use an adviser when a matter in which he or she is a party is being considered by the Ship Committee. The proceedings may not be delayed due to the use of an adviser.

Section 4
Decision of the Ship Committee and minutes of the hearing

The Ship Committee shall decide matters by majority vote. In the event of a tie, the alternative that is more favourable to the employee shall become the opinion of the Ship Committee.

Minutes shall be kept of the meetings of the Ship Committee to record the facts that have emerged during the proceedings, the Ship Committee's decision and any dissenting opinions. The minutes shall be signed by all persons present at the meeting. It is the duty of the chairman of the

Ship Committee to make sure that a copy of the minutes is distributed to the employee and the employer.

The Ship Committee's meetings and the matters therein considered shall be recorded in the ship's logbook. The original minutes of the Ship Committee's meetings shall be attached as a separate attachment to the ship's logbook and kept in accordance with the provisions of chapter 18, section 2, subsection 3 of the Maritime Act (674/1994) on the archiving of attachments to the ship's logbook. (484/2017)

Section 5
Confidentiality obligation

The chairman and members of the Ship Committee, the employee and the adviser to the employee, shall not disclose any information concerning the employee or the employer received in the context of a Ship Committee hearing, unless the party whose information is in question explicitly agrees to the disclosure.

Chapter 12
Liability for damages

Section 1
General liability

If the employer intentionally or through negligence commits a breach against obligations arising from the employment relationship or this Act, it shall be liable for the loss thus caused to the employee.

In derogation from the provisions of subsection 1 above, liability for termination of the employment contract contrary to the grounds laid down in chapter 1, section 5, or in chapters 8 or 9 is determined under section 2.

If the employee intentionally or through negligence commits a breach against, or neglects obligations arising from, the employment contract or this Act or at work causes a loss to the employer, the employee shall be liable to the employer for the loss thus caused in accordance with the grounds laid down in chapter 4, section 1, of the Tort Liability Act (412/1974).

The compensation for neglecting to observe the period of notice is determined under chapter 7, section 7. Chapter 6, section 7, subsection 3 lays down provisions on the entitlement of an employee who has been laid off for a minimum of 200 days, and who terminates the employment relationship, to receive compensation equivalent to pay or part of it for the period of notice.

Section 2
Compensation for groundless termination of an employment contract

If the employer has terminated an employment contract contrary to the grounds laid down in this Act, it must be ordered to pay compensation for unjustified termination of the employment contract. If the employee has cancelled the employment contract on the grounds laid down in chapter 9, section 1, arising from the employer's intentional or negligent actions, the employer must be ordered to pay compensation for unjustified termination of the employment contract. The exclusive compensation must be equivalent to the pay due for a minimum of three months or a maximum of 24 months. Nevertheless, the maximum amount due to be paid to shop stewards elected on the basis of a collective agreement is equivalent to the pay due for 30 months.

Depending on the reason for terminating the employment relationship, the following factors must be taken into account in determining the amount of compensation: estimated time without employment and estimated loss of earnings, the remaining period of a fixed-term employment contract, the duration of the employment relationship, the employee's age and chances of finding employment corresponding to his or her vocation or education and training, the employer's procedure in terminating the contract, any motive for termination originating in the employee, the general circumstances of the employee and the employer, and other comparable matters. In determining the compensation, account must be taken of any compensation adjudicated for the same act by virtue of the Non-discrimination Act. (1332/2014)

If the employer has terminated the employment contract contrary to the grounds laid down in chapter 8, sections 3 or 6, or cancelled it contrary to the grounds laid down in chapter 1, section 5, the provision in subsection 1 on minimum compensation shall not apply. If the employer has cancelled the employment contract solely in contravention of the grounds laid down in chapter 9, section 1, the compensation payable shall be equivalent to the pay due for a minimum of two months.

Section 3

Impact of daily unemployment allowance on payment of indemnities and compensation

Where compensation ordered under section 2 above is compensation for loss of emoluments due to unemployment before a ruling is pronounced or delivered, the following deductions shall be made:

1) 75 per cent of the daily earnings-related unemployment allowance as referred to in the Unemployment Security Act paid to the employee for the period in question;

2) 80 per cent of the basic unemployment allowance referred to in the Unemployment Security Act paid to the employee for the period; and

3) the labour market subsidy paid to the employee for the period under the Unemployment Security Act.

A court may, if warranted by the amount of the compensation, the employee's financial and social circumstances and the insult suffered by him or her, reduce the amount deductible from the compensation referred to in subsection 1 or waive the deduction in total.

When processing a matter referred to in subsection 1, paragraph 1 above, a court shall provide the Unemployment Insurance Fund and the unemployment fund with an opportunity to be heard. The court must order the employer to pay the sum deducted from the compensation to the Unemployment Insurance Fund, and inform it of the legally valid ruling or decision in the matter. What is herein laid down pertaining to the Unemployment Insurance Fund shall correspondingly apply to the Social Insurance Institution when a matter referred to in subsection 1, paragraphs 2 or 3 is processed.

When an agreement is made on the amount of the employer's liability, it must separately mention the total compensation agreed under section 2 and the compensation included therein paid to the employee for loss of emoluments due to unemployment before the agreement is made. The deductions prescribed in subsections 1 and 2 shall be made from the compensation. The employer is responsible for paying the sum deducted from the compensation to the Unemployment Insurance Fund or the Social Insurance Institution and for sending a copy of the agreement to the Unemployment Insurance Fund or the Social Insurance Institution.

What is laid down above on compensation ordered under section 2 also applies to compensation ordered under section 1, subsection 1 for groundless lay-off.

Section 4
Compensation for unemployment

If the employer has laid off employees due to the destruction of the ship or because the ship is damaged beyond repair, the laid-off employees are entitled to compensation equivalent to the pay due for the duration of unemployment up to a maximum of two months. Wages paid for the time during which working was prevented shall be deducted from the compensation amount.

If the employer has terminated the employment contract due to the destruction of the ship or because the ship is damaged beyond repair, the employee is entitled to compensation equivalent to the pay due for two months, provided that he or she has not already received such compensation in accordance with subsection 1 above. If, however, the employment contract has been terminated with at least two months' notice or the period of notice followed in the employment is at least two months, the employee shall not be entitled to compensation.

Chapter 13
Miscellaneous provisions

Section 1
Invalidity under the Contracts Act

If the employment contract does not bind the employee on the basis of invalidity grounds laid down in chapter 3 of the Contracts Act, the employee is entitled, instead of resorting to the invalidity of the contract, to terminate the employment contract immediately, unless the invalidity grounds have lost their significance.

Section 2
Unreasonable terms

If application of a term or condition in the employment contract is contrary to good practice or otherwise unreasonable, the term or condition may be adjusted or ignored.

Section 3
Impact of null and void terms

If a term or condition in the employment contract is null and void on account of being in conflict with a provision protecting the employee, the employment contract shall be applied in other respects.

Section 4
Freedom of association

Employers and employees have the right to belong to associations and to be active in them. They also have the right to establish associations. Employers and employees are likewise free not to belong to any of the associations referred to above. Prevention or restriction of this right or freedom is prohibited.

Any agreement contrary to the freedom of association is null and void.

Section 5
Right of assembly

The employer must allow employees and their organisations to use suitable facilities under the employer's control free of charge during breaks and outside working hours in order to deal with employment issues and matters forming part of the function of trade unions. Exercise of this right of assembly must not have a harmful impact on the employer's operations.

Section 6
Shop steward's right to receive information

The shop steward is entitled to receive from the employer the information referred to in chapter 1, section 3 concerning the employees represented by him or her.

Section 7 (1449/2016)
Accommodation benefit

The employee is entitled to use a dwelling provided as emolument for a period during which work has been interrupted for an acceptable reason and on termination of the employment relationship

during the period laid down as the lessor's period of notice in section 92 of the Act on Residential Leases (481/1995). If the employment relationship is terminated on account of the employee's death, the members of the employee's family living in the dwelling are entitled to use the dwelling after the employee's death for the same period as the employee would have been entitled to do, though not for more than three months.

After termination of the employment relationship, the employer may not charge more per square metre for use of a dwelling than an amount equivalent to the maximum housing costs laid down in the Act on General Housing Allowance (938/2014). The employee or his or her family must be notified of such a charge. This remuneration may be charged as from the beginning of the month immediately following a period of 14 days after the notification.

Correspondingly, the employer is entitled to charge a remuneration for use of a dwelling if the employer's pay obligation is suspended while the employment relationship continues. Remuneration must not be charged before the beginning of the second full calendar month after cessation of the pay obligation. The employee must be notified of this remuneration at least one month before the obligation to pay such remuneration begins.

If an urgent reason exists, the employer may place another suitable dwelling at the disposal of the employee or the family of a deceased employee for the period of suspension of work referred to in subsection 1 and for a period following termination of the employment relationship. Any consequent removal costs must be paid by the employer.

Section 8
Mandatory nature of the provisions

Any agreement reducing the rights of and benefits due to employees under this Act shall be null and void unless otherwise provided in this Act.

Section 9
Derogation under a collective agreement

In derogation from what is laid down in section 8, national employer and employee associations are entitled to agree on what is laid down in

1) chapter 1, section 4, conditions for concluding fixed-term employment contracts;

2) chapter 1, section 6, benefits depending on the duration of employment relationship;

3) chapter 2, section 4, the employer's primary obligation to offer work to a part-time employee;

4) chapter 2, section 10, pay during illness;

5) chapter 2, section 17, payday and pay period;

6) chapter 3, section 1, subsection 2, free homeward journeys in the context of lay-offs;

7) chapter 6, sections 2, subsection 1, paragraph 2 and subsection 2, grounds for lay-off, with the exception that the maximum period of lay-off referred to in section 2, subsection 1, paragraph 2 may not be extended and the territorial scope of the obligation to offer work, referred to in chapter 8, section 4, may not be limited;

8) chapter 6, section 3, advance explanation and hearing the employee;

9) chapter 6, section 4, lay-off notice;

10) chapter 6, section 7, subsection 2, the employer's right to deduct the pay due for the lay-off notice period from the pay due for the period of notice in the case of termination;

11) chapter 7, section 9, re-employment of an employee;

12) chapter 8, section 11, the right of an employee given notice to receive coaching or training to further his or her employment prospects;

13) chapter 10, procedure for termination of employment contract. (1468/2016)

Any provision of a collective agreement that undermines or weakens the benefits provided for in the interest of employees in international conventions binding on Finland or in legislation issued by the European Union shall be null and void. Instead of applying such provision of a collective agreement, the provisions of the international convention or the legislation issued by the European Union, or, if this is not possible, regulations enacting the stipulations of the international convention or legislation issued by the European Union, shall be applied.

The employer may also apply the provisions laid down in collective agreements and referred to in subsection 1 above to the employment relationships of employees who are not bound by collective agreement but in whose employment relationships the employer is required to observe the provisions of a collective agreement in accordance with the Collective Agreements Act. If so agreed in the employment contract, said provisions of the collective agreement may be observed after expiry of the collective agreement until a new collective agreement enters into force in employment relationships to which these provisions would apply if the collective agreement continued to be in force.

What is provided in this section on national associations of employers applies correspondingly to the state negotiating authority and other state contract authorities, the Local Government Agreements Committee, the Provincial Government of Åland and the municipal delegation for collective agreements of the Province of Åland.

Section 10
Provisions in a generally applicable collective agreement in derogation from the Act

Employers who are required to observe a generally applicable collective agreement as referred to in chapter 2, section 6, may observe the provisions referred to in section 9 of this chapter within the scope of application of this collective agreement if such application does not call for a local agreement. What is provided in section 9, subsection 3, sentence 2, then applies.

Section 11
Limitation and period for court proceedings

Employees' pay claims become statute-barred five years after the due date, unless the period of limitation has been interrupted before that time. The same period of limitation also applies to other claims referred to in this Act.

However, the period of limitation concerning bodily injury caused to an employee is ten years.

After the termination of employment, a claim as referred to in subsection 1 will expire unless suit is filed within three years of the date on which the employment ended. If the provisions of the collective agreement on which the employee's claims are based are manifestly ambiguous, however, the claim will become statute-barred as laid down in subsection 1.

Section 12
Death of an employee

If an employee dies in circumstances attributable to work, the employer must, without delay, inform the employee's next of kin of the employee's death.

If a ship is destroyed together with employees on board the ship and the time of the incident is unclear, the employee shall be considered dead at the expiry of the period it would have taken the ship to sail to its port of destination from its last known location.

The employer shall pay the direct costs and expenses of burying an employee who has worked in international traffic, if the employee would, at the time of his or her death, have been entitled to medical treatment at the employer's cost in accordance with chapter 2, section 13.

The employer shall see to it that the belongings of the deceased are delivered to his or her relatives. Perishable goods may be sold on behalf of the deceased's estate or, where necessary, disposed of.

Section 13
Employer's right to receive compensation from the state

If the employer has had to pay such costs and expenses of an employee's medical treatment or burial that are not, according to this Act, its responsibility, the employer shall receive compensation from the state for those costs and expenses.

Provisions of chapter 3, section 4 on the reimbursement of travel expenses shall be applied to applying for compensation, to the lapse of the right to compensation, and to appealing the compensation decision.

Section 13 a (1115/2016)
Safeguarding homeward journey rights and the financial standing of a sick or injured employee

When a ship operates outside the limits of Finland's territorial waters, the employer shall take out insurance and maintain its validity or set in place other financial security for safeguarding the homeward journey rights of employees and the financial standing of sick or injured employees in

situations referred to in Regulations 2.5 and 4.2 of the International Labour Organization's Maritime Labour Convention 2006 (Finnish Treaty Series 52/2013), hereinafter the *Maritime Labour Convention*. The insurance policy or other financial security shall cover:

1) employees' travel costs, including subsistence, incurred in the homeward journey referred to in chapter 3, section 2, and medical care during the journey;

2) claims arising from the employment relationship of employees for a period of up to four months;

3) pay, costs and compensation payable by the employer under chapter 2, sections 10–13 if an employee falls ill or is injured while at work on board ship; and

4) burial costs payable by the employer under chapter 13, section 12(3) if an employee dies while at work on board ship.

Employees have the right to receive payment directly from the insurance or other financial security.

The validity of the insurance or other financial security may expire no earlier than 30 days after the date on which the occupational safety and health authorities receive written notification of the expiry of its validity.

Section 13 b (435/2020)
Status of an unlawfully detained employee

Notwithstanding the provisions of chapter 7, sections 1 or 2, or chapters 8 or 9, an employment contract shall not expire when an employee is held captive on or off the ship as a result of acts such as piracy or armed robbery referred to in standard A2 .1. section 7 of the Maritime Labour Convention regulations. The employment relationship of a detained worker may not end on the grounds provided by law until the employee has been released and has returned home, at the earliest, or, if the employee dies during captivity, on the day of his or her death.

A detained employee is entitled to full pay until his or her return or death.

Section 14
Right to require an inspection

If more than one half of the ship's employees propose to the shipmaster that an inspection should be requested in order to assess the ship's seaworthiness, equipment, manning, stevedoring, or any other ship-related factor whose inadequacy or defect may endanger the employees' safety, the shipmaster must request an inspection from the relevant inspection authority.

The chief engineer, the chief purser or the chief navigating officer is entitled to require the shipmaster to request an inspection of such parts of the ship or of its appurtenances or equipment that he or she is obligated to supervise.

Provisions on the inspection of the ship shall be laid down in the Act on the Technical Safety and Safe Operation of Ships (1686/2009).

Section 15 (1115/2016)
Availability

The employer shall make this Act and the generally applicable collective agreement referred to in chapter 2, section 6, freely available to employees at the ship.

The valid maritime labour certificate and the declaration of maritime labour compliance, referred to in the Maritime Labour Convention, and the certificate required by Appendices A2-I and A4-I of the Maritime Labour Convention concerning the insurance or other financial security referred to in sections 13 a, 17(2) and 17a (2) must be kept available on board the ship for inspection by employees.

The documents must also be available in the English language on board ships operating in international traffic.

Section 16
Compensation for the loss of personal belongings

Employees are entitled to receive compensation from the employer for the loss of personal belongings resulting from the destruction of the ship, piracy, fire, or other damage to the ship. The employee must provide the employer with information on the lost property.

The employer is obligated to pay compensation equivalent to the market value of the employee's belongings, however no more than EUR 4,080 unless otherwise agreed. For belongings used by

the employee to perform his or her work duties, the employee is entitled to receive compensation equivalent to the acquisition price for a new equivalent item. If the value of the belongings used for work exceeds EUR 8,150, the employer must be informed of such belongings before bringing them on board. Instead of a money payment, the employer is entitled to compensate the lost belongings by acquiring a new item to replace the lost one.

The maximum compensation amounts referred to in subsection 2 above shall be revised every three years by a Decree of the Ministry of Employment and the Economy in proportion to the change in the value of money.

Section 17 (1115/2016)
Responsibility for the employer's obligations in certain situations

Even in circumstances where the employee is employed by someone else other than the shipping company, the shipping company shall, in addition to the employer, be responsible for the employee's free homeward journeys, the employee's belongings left on board the ship and the employee's health care and burial.

The shipping company shall take out insurance and maintain its validity or set in place other financial security for the purpose of ensuring payment of homeward journey costs and care and burial costs under section 13 a of employees referred to in subsection 1.

Section 17 a (250/2019)
Owner's liability for those working on board without an employment contract

If work not based on an employment contract is performed on board, the owner referred to in section 2, paragraph 9 of the Act on Ships' Crews and the Safety Management of Ships (1687/2009) shall be responsible for concluding a written agreement with the person working on the ship. This agreement shall include information equivalent to that an employment contract shall include in accordance with chapter 1, section 3, subsection 2 of this Act. The owner shall also be responsible for applying the provisions laid down in chapter 1, section 3, subsections 3 and 4, chapter 2, section 12, chapter 3, sections 2 and 3 and chapter 13, section 16 to the person working on board without an employment contract. In addition, the provisions of chapter 1, section 7 shall be complied with in respect of work performed on board a fishing vessel if the vessel simultaneously has employees working under an employment contract.

The owner shall take out insurance and maintain its validity or set in place other financial security for the purpose of ensuring payment of homeward journey and care costs under section 13 a of employees referred to in subsection 1.

Section 18
Maintaining law and order

The shipmaster and persons assisting the shipmaster are entitled to use such forcible measures on board that are necessary for maintaining law and order and that can be considered defendable taking into account the dangerousness of the resistance and the situation otherwise.

Provisions on the exaggeration of the use of forcible measures are laid down in chapter 4, sections 6, subsection 3 and 7 of the Criminal Code of Finland (39/1889).

Subsection 3 was repealed by Act 1092/2015.

Section 19
Prevention of disembarkation

If an employee is suspected on reasonable grounds of a crime committed on board the ship for which the most severe penalty provided is imprisonment for no less than two years, the shipmaster is entitled to prevent the employee from disembarking the ship if there is reason to suspect, due to the suspect's personal circumstances, the number or nature of the suspected offences, or other similar considerations, that the suspect will flee or otherwise try to avoid preliminary investigation or trial, provided that the prevention of disembarkation is not unreasonable taking into account the nature of the matter and the suspect's health and other personal circumstances.

A written decision stating the identity of the suspected employee, the alleged crime, the grounds for preventing disembarkation and the duration of the prevention must be made concerning the prevention of disembarkation. The suspect must be provided with a copy of the decision.

The employee's right to leave the ship may not be restricted for longer than is necessary. The decision must be repealed as soon as conditions for preventing disembarkation no longer exist. The decision shall lapse when the suspect is handed over to the custody of the competent Finnish or foreign authority. The suspect may not be handed over to the custody of a foreign authority if

this would cause him or her to face the threat of a death penalty, torture or other degrading treatment, or if there are reasonable grounds to doubt the achievement of a fair trial. Provisions on extradition are laid down separately.

Section 20

Penalties concerning the employer and its representative

An employer or its representative who intentionally or through negligence commits a breach of

1) chapter 1, section 3, subsection 1 on the obligation to conclude a written employment contract,

2) chapter 2, section 12 on care for a sick or injured employee,

3) chapter 2, section 2, subsection 1 on restriction of the employer's right of set-off,

4) chapter 7, section 10 on employer's obligation to provide the employee with a certificate of employment,

5) chapter 13, section 5 on employee's freedom of assembly at the place of work, or

6) chapter 13, section 15 on the availability of this Act and certain other documents,

shall be fined for *violation of the Seafarer's Employment Contracts Act*.

Whosoever neglects, despite request and in violation of chapter 2, section 2, subsection 2, to submit the payslip to the employee, shall also be found guilty of violation of the Seafarer's Employment Contracts Act.

The penalty for violation of the non-discrimination provision laid down in chapter 2, section 2 is laid down in chapter 47, section 3 of the Criminal Code of Finland; the penalty for violation of the freedom of association provision stipulated in chapter 13, section 4 is laid down in chapter 47, section 5 of the Criminal Code of Finland; and the penalty for violation of the rights of shop stewards referred to in chapter 8, section 9 is laid down in chapter 47, section 4 of the Criminal Code of Finland.

The liability of the employer and its representative, respectively, is determined on the basis of the grounds laid down in chapter 47, section 7 of the Criminal Code of Finland.

Section 21
Penalties concerning members of the Ship Committee and advisers

If the chairman of the Ship Committee intentionally or through negligence

1) fails to convene the Ship Committee to consider matters referred to in chapter 11, section 2, or

2) fails to distribute copies of the Ship Committee's minutes in accordance with the provisions of chapter 11, section 4, subsection 2,

he or she shall be fined for a *Ship Committee offence*.

The penalty for violation of the confidentiality obligation laid down in chapter 11, section 5 is laid down in chapter 38, section 2, subsection 2 of the Criminal Code of Finland, unless a more severe penalty for the act has been provided elsewhere in the law, excluding chapter 38, section 1 of the Criminal Code of Finland.

The public prosecutor may not bring charges for a Ship Committee offence, unless the complainant reports it for the bringing of charges.

Section 22
Supervision

The occupational safety and health authorities shall supervise the observance of this Act. In their supervisory duty, and in particular when supervising the observance of generally applicable collective agreements, these authorities must act in close cooperation with the employer and employee associations whose generally applicable collective agreements the employers are required to observe under chapter 2, section 6.

On request and notwithstanding provisions on confidentiality, the occupational safety and health authorities are entitled to be provided by the employer with copies of documents which they need for the supervision and a detailed report on agreements concluded orally.

Section 23
Advisory Board on Seamen's Affairs

The Advisory Board on Seamen's Affairs appointed by the Council of State shall assist the Ministry of Employment and the Economy in developing the legislation concerning seafarers' working and social conditions. Provisions on the term of office, composition and specific functions of the Advisory Board may be issued by a Decree of the Council of State.

Chapter 14
Entry into force

Section 1
Entry into force

This Act shall enter into force on 1 August 2011.

Section 2
Provisions repealed

This Act repeals the Seamen's Act (423/1978).

Section 3
Transitional provisions

In employment relationships in which the employer must observe or is allowed to observe a collective agreement concluded either on the basis of the Collective Agreements Act or section 15 of the Seamen's Act valid before this Act comes into force, the employer may apply its provisions derogating from this Act until the expiry of the collective agreement, unless the collective agreement is amended before that.

Section 15 of the Seamen's Act must be applied until the general applicability of the collective agreement has been confirmed in the manner referred to in the Act on Confirmation of the General Applicability of Collective Agreements, and the decision has become legally valid.

The employer's obligation as laid down in chapter 13, section 15 to make the generally applicable collective agreement referred to in chapter 2, section 6, available to employees begins from the date on which the decision on the confirmation of general applicability is delivered to the Statute Book maintained by the Ministry of Justice referred to in section 6 of the Act on Collections of Regulations Issued by Ministries and Other State Authorities (189/2000) and the generally

applicable collective agreement has been published in the manner laid down in section 14 of the Act on Confirmation of the General Applicability of Collective Agreements.

Exemptions granted to foreign employers in accordance with section 86 of the Seamen's Act shall remain valid until the date specified in the exemption decision.