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# Seafarers Employment Act<sup>1</sup>

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RT I, 29.06.2014, 108  
Entry into force 01.07.2014

Amended by the following acts

Passed	Published	Entry into force
19.06.2014	RT I, 29.06.2014, 109	01.07.2014, titles of ministers replaced on the basis of § 107 <sup>3</sup> (4) of the Government of the Republic Act
15.02.2017	RT I, 01.03.2017, 2	11.03.2017, in part 10.10.2017 and 01.01.2018
25.10.2017	RT I, 17.11.2017, 1	01.01.2019
06.12.2017	RT I, 28.12.2017, 4	01.01.2018, in part 01.01.2019
12.12.2019	RT I, 03.01.2020, 1	13.01.2020
25.11.2020	RT I, 10.12.2020, 1	01.01.2021, words “Maritime Administration” replaced with words “Transport Administration” throughout the Act.
09.12.2020	RT I, 29.12.2020, 2	08.01.2021
09.03.2022	RT I, 18.03.2022, 1	28.03.2022

## Chapter 1 General Provisions

### § 1. Scope of act

This Act regulates employment on ships, seafarers’ employment relationships, employment placement of persons working on board ships, the state’s responsibilities in organising the domain of seafarers’ employment, supervision over seafarers’ employment relationships, employment on means of inland waterway transport carrying goods or passengers for commercial purposes on navigable inland waters (hereinafter *means of inland waterway transport*), and liability for violations of the Act.  
[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

### § 2. Scope of application of act

(1) This Act is applied to employment on ships entered in the ship registry or the register of bareboat chartered ships of Estonia (hereinafter *ships*).

(2) This Act is also applied to the performance of duties by way of temporary agency work on ships not specified in subsection 1 of this section, provided the employer is a legal person registered in Estonia and the crew member is a data subject of the Estonian population register.  
[RT I, 17.11.2017, 1 – entry into force 01.01.2019]

(3) This Act is not applied to employment on fishing vessels under 24 metres in length, except in cases provided for in subsection 3<sup>1</sup> of this section.  
[RT I, 03.01.2020, 1 – entry into force 13.01.2020]

(3<sup>1</sup>) The provisions of §§ 3, 4, 8–10 and 12, clause 1 of § 22, clause 5 of subsection 1 of § 26, subsections 1 and 2 of § 28, subsections 1 and 2 of § 29, subsections 1, 2 and 6 of § 32, subsections 1–3 of § 33, subsection 1 of § 34 and the second sentence of subsection 2 of § 34, §§ 36, 37 and 45, subsections 1, 2 and 4–7 of § 55, §§ 56 and 60 and subsection 4 of § 71 of this Act are applied to employment on fishing vessels under 24 metres in length.

[RT I, 29.12.2020, 2 – entry into force 08.01.2021]

(4) Clause 5 of subsection 1 of § 18, clause 4 of subsection 1 of § 26, subsection 3 of § 34 and § 62 of this Act are not applied to employment on fishing vessels over 24 metres in length.

(5) A dispute concerning whether this Act applies to a ship is settled extra-judicially by the Estonian Transport Administration who shall consult the representative organisations of operators and crew members.

(6) Subsection 7 of § 32 of this Act is applied to all ships at sea irrespective of the registration or flag state of a ship specified in subsection 1 of this section.

(7) §§ 19, 28 and 29 of this Act are not applied to employment on ships used for the provision of pilotage services.

(8) Chapter 5<sup>1</sup> of this Act shall be applied to employment on means of inland waterway transport under an employment contract or a seafarer's employment contract. Chapter 5<sup>1</sup> of this Act shall not be applied to seagoing vessels visiting the river mouths of the River Pärnu and the River Pirita.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

### **§ 3. Seafarer's employment contract**

Seafarer's employment contract is an employment contract on the basis of which a natural person (hereinafter *crew member*) works for another person (hereinafter *operator*), subject to the management and control of the operator. The operator shall remunerate the crew member for the work.

### **§ 4. Crew members**

(1) For the purposes of this Act, crew members are natural persons working on board ship, who operate the ship or service passengers in the performance of their duties.

(2) The following persons are not regarded as crew members:

1) persons who perform checking, loading, maintenance, repair or cleaning duties or other duties of the same kind on board a ship during the ship's stay in port;

2) persons who perform pilotage;

3) persons whose principal place of employment is on shore but whose duties require irregular short-term stays on board ships.

(3) Crew members shall enter into a seafarer's employment contract.

(4) Crew members shall be entered in the crew list.

(5) A dispute concerning whether a person should be regarded as a crew member for the purposes of this Act is settled extra-judicially by the Estonian Transport Administration who shall consult the relevant representative organisations of operators and crew members.

### **§ 5. Operators**

For the purposes of this Act, an operator is a person specified in the Maritime Safety Act or another person who assumes in an employment relationship the rights, obligations and liability of the employer by entering into a seafarer's employment contract.

### **§ 6. Specification of application of acts regulating employment relationships**

The Employment Contracts Act and other legislation regulating employment relationships apply to the employment relationships of crew members, taking into account the specifications provided for in this Act.

### **§ 7. Mandatory nature of provisions**

An agreement derogating from the provisions of this Act and those of other legislation regulating employment relationships to the detriment of the crew member is null and void, unless the option to enter into such an agreement has been provided by this Act.

## **Chapter 2**

# Specification of Entry into Seafarer's Employment Contract

## § 8. Specification of entry into seafarer's employment contract

(1) The provisions of the Employment Contracts Act concerning entry into employment contracts are applied to the entry into seafarers' employment contract.

(2) Persons applying to become a crew member have the right to examine the terms and conditions of the contract in the course of pre-contractual negotiations as well as to seek advice on such terms and conditions.

(3) In order to enter into a seafarer's employment contract, the operator may require persons applying to become a crew member to provide documents and information in which the operator has a legitimate interest, above all:

- 1) their discharge book or certificate of record of service on ships, and if necessary, other identity document;
- 2) their certificate of competency or professional certificate in proof of the required qualification;
- 3) a certificate in proof of their education;
- 4) their health certificate;
- 5) their alien's residence or work permit.

## § 9. Specification of notifying crew members of working conditions

In addition to that provided for in § 5 of the Employment Contracts Act, a written document of a seafarer's employment contract shall include at least the following information:

- 1) the place of birth of the crew member;
- 2) the place where the crew member shall commence work;
- 3) the ship or ships where work shall be commenced and the ship's registration number;
- 4) a reference to the health and social security guarantees offered by the operator, including to the benefits in connection with work-related illnesses or injuries or death caused by an occupational accident;
- 5) a reference to the organisation of repatriation of the crew member;
- 6) a reference to the conditions of and the procedure for the cancellation of the seafarer's employment contract, including to the terms of advance notice of cancellation of the seafarer's employment contract.

## § 10. Specification of notifying crew members employed on fishing vessels of working conditions

(1) In addition to that provided for in § 5 of the Employment Contracts Act and in § 9 of this Act, a written document of an employment contract of a crew member employed on a fishing vessel shall include information concerning the upcoming fishing voyage if it can be specified at the time of the entry into the seafarer's employment contract.

(2) A written document of an employment contract of a crew member employed on a fishing vessel need not include information about the time and place of commencement of work if such information cannot be specified beforehand.

## § 11. Specification of notifying crew members working on the basis of seafarer's fixed term employment contract of working conditions

(1) In addition to that provided for in § 5 and subsection 2 of § 6 of the Employment Contracts Act, a written document of a seafarer's fixed term employment contract shall include the information provided for in §§ 9 and 10 of this Act.

(2) A written document of a seafarer's fixed term employment contract entered into for one voyage shall also set out the port of destination and the time of arrival at the port after the passing of which the seafarer's employment contract shall terminate.

(3) A written document of an employment contract of a crew member employed on a fishing vessel need not include the information specified in subsection 2 of this section if the port of destination and the time of arrival at the port cannot be specified beforehand.

## § 12. Entry into seafarer's employment contract with minors

Operators shall not enter into a seafarer's employment contract with minors under the age of 16 or permit such minors to work.

### **§ 13. Specification of entry into seafarer's fixed term employment contract**

(1) A seafarer's fixed term employment contract may be entered into for up to five years if it is justified by good reasons arising from the temporary fixed-term characteristics of the work, especially a specified voyage or specified voyages, a temporary increase in the work volume, or a navigation period.

(2) With the consent of the operator, the master of a ship may enter into a seafarer's fixed term employment contract for up to four months if it is necessary for ensuring the safe navigation of ships.

(3) Failure to comply with subsection 2 of this section does not render a seafarer's employment contract null and void.

## **Chapter 3 Rights and Obligations of Crew Members, Operators and Masters of Ships**

### **Subchapter 1 Specification of Rights and Obligations of Crew Members**

#### **§ 14. Obligations of crew members**

Unless it arises otherwise from law, a collective agreement or a seafarer's employment contract, crew members shall perform, in addition to those provided for in § 15 of the Employment Contracts Act, above all, the following obligations:

- 1) to comply with the lawful orders of the operator, the master of the ship or another competent person in a timely and precise manner;
- 2) to comply with the requirements for order and safety established on board the ship;
- 3) to participate in rescue and fire drills;
- 4) to treat the ship and any property on board the ship prudently;
- 5) to use during working hours the work clothing, special protective clothing or habiliments and personal protective equipment assigned by the operator;
- 6) to immediately notify the master of the ship or another competent person of an impediment to work or of a threat thereof and, if possible, eliminate such an impediment or threat without a special order;
- 7) to perform other obligations prescribed by law, a collective agreement or a seafarer's employment contract.

#### **§ 15. Compliance with orders related to safety of ship**

(1) In addition to that provided for in § 14 of this Act, crew members shall comply with the orders of the master of the ship or another competent person that are necessary for:

- 1) avoiding a threat to persons on board the ship or other persons;
- 2) ensuring the safety of the ship;
- 3) avoiding the cargo being wasted or destroyed;
- 4) avoiding a threat to other ships.

(2) In the case of an imminent shipwreck or another immediate threat to persons on board the ship, crew members shall not disembark without the permission of the master of the ship or another competent person.

(3) In the case of a shipwreck, crew members shall participate in rescuing the persons on board the ship as well as the ship's cargo.

(4) When giving orders in the cases specified in subsections 1–3 of this section, the master of the ship or another competent person shall make sure that the life or health of the crew members are not in danger.

#### **§ 16. Place of performance of work**

(1) Crew members shall work on board the ship specified in the seafarer's employment contract unless agreed otherwise.

(2) The operator may relocate a person in the ship's management to another ship, whereas the person shall be ensured the same working conditions as agreed upon in the seafarer's employment contract, if the relocation is necessary considering the organisation of work and unless agreed otherwise in the seafarer's employment contract.

#### **§ 17. Right to go ashore**

(1) While the ship is in port or at roadstead, the crew members have the right to go ashore outside their working time with the permission of the master of the ship or another competent person. Permission may be refused if the master of the ship or another competent person finds that it is necessary for the crew members to remain

on board the ship for ensuring the safety of the ship, the persons on board the ship or the ship's cargo, or for performing duties related to the ship's pending departure.

(2) If a crew member was refused permission to go ashore in the case specified in subsection 1 of this section and the crew member is not performing his or her duties, then that time shall be considered to be on-call time and it shall be remunerated accordingly.

(3) The master of the ship is required to arrange the disembarkation of the crew members in a manner that does not hinder work on board the ship nor is related to unreasonable costs.

#### **§ 18. Right of crew members to disembark**

(1) A crew member may disembark from a ship and demand that the operator change the place of work if:

- 1) the ship where the crew member is required to work is not seaworthy and the master of the ship fails to perform his duty to verify the seaworthiness of the ship according to § 31 of this Act and plans to leave port;
- 2) the crew member's living and working conditions on board the ship jeopardise the life or health of the crew member and the operator fails to take measures necessary for improving the situation;
- 3) the crew member has been abused on board the ship and the master of the ship has not succeeded in protecting the crew member although the master of the ship has been informed of the abuse;
- 4) the ship loses its right to fly the flag of Estonia;
- 5) the seafarer's employment contract has been entered into for the duration of a specified voyage and the destination of the voyage is changed;
- 6) after the commencement of work on board the ship it becomes clear that the ship may become subject to the control of a foreign country or suffer damage in a war or piracy zone or that the said danger has significantly increased;
- 7) after the commencement of work on board the ship it becomes clear that the port where the ship is planning to head to has been declared to be an area of an epidemic.

(2) On a basis provided for in subsection 1 of this section, crew members have the right to disembark before the start of a voyage or at the next port where the ship will berth after becoming aware of a fact which gives the crew member the right to disembark.

(3) If a crew member disembarks on a basis provided for in subsection 1 of this section, the operator is required to organise the repatriation of the crew member at the cost of the operator pursuant to the provisions of Subchapter 6 of this Chapter or relocate the crew member to another ship where he or she will continue to work. If a crew member commences work on board another ship, the operator shall compensate the crew member for the costs related to changing ships.

#### **§ 19. Bringing persons on board ship**

(1) Without the permission of the master of the ship or another competent person, crew members may not bring unauthorised persons on board the ship.

(2) The master of the ship or another competent person may not refuse to give the permission specified in subsection 1 of this section for the duration of the ship's stay in port if the stay of an unauthorised person on board the ship does not hinder work on board the ship and the safety of the ship has been ensured.

#### **§ 20. Bringing items on board ship, and loss of and damage to items**

(1) With the permission of the master of the ship or another competent person, crew members may bring on board the ship items for personal consumption or use in a quantity that is reasonable considering the duration and nature of the voyage. A storage space for storing personal belongings shall be guaranteed for crew members.

(2) It is prohibited to bring on board ship items which are not allowed to be stored or carried on board ship or which jeopardise the ship, a person on board the ship or the ship's cargo.

(3) In the case of a loss of or damage to items specified in subsection 1 of this section due to a marine casualty, a shipwreck or a circumstance arising from the operator, the operator shall compensate the crew member for the damage pursuant to the procedure provided by the Merchant Shipping Code.

(4) The value of any lost or damaged property of a crew member who caused a marine casualty or a shipwreck shall not be compensated for.

#### **§ 21. Liability of crew members for damage caused to operator**

Crew members are liable for any damage caused to the operator on the bases and pursuant to the procedure provided for in the Employment Contracts Act concerning the liability of employees.

## **Subchapter 2**

# **Specification of Rights and Obligations of Operators and Masters of Ships**

### **§ 22. Obligations of operators**

In addition to that provided for in § 28 of the Employment Contracts Act, an operator is required, above all, to:

- 1) ensure that the master of a ship has the means necessary for the performance of obligations prescribed by law, a collective agreement or a seafarer's employment contract;
- 2) ensure safe working and living conditions and compliance with health protection requirements on board ships;
- 3) introduce to the crew members upon their employment and during working the fire safety, occupational safety, occupational health, and environmental protection requirements as well as the rules of organisation of work established by the operator on board the ship;
- 4) ensure at the operator's own cost that the crew members have the work clothing, special protective clothing and habiliments as well as the personal protective equipment necessary for the performance of work;
- 5) provide the crew members with information about last month's wages which have been calculated and paid or which are subject to payment, including information about the currency exchange rate if necessary, unless agreed otherwise;
- 6) perform other obligations prescribed by law, a collective agreement or a seafarer's employment contract.

### **§ 23. Specification of payment of wages**

(1) Reasonable costs related to the payment of wages shall be covered by the operator.

(2) On board ships with a gross tonnage of 200 or more, engaged in international shipping, the operator shall ensure that the crew members have the possibility to transfer their wages to the bank account of a third person. In the case of fishing vessels said obligation applies on board ships with a gross tonnage of 300 or more.

### **§ 23<sup>1</sup>. Obligation to pay wages if crew member is held captive**

(1) An operator whose ship is required to have a maritime labour certificate pursuant to clause 1 of subsection 1 of § 11<sup>13</sup> of the Maritime Safety Act or to whom it is issued under subsection 2 of said section is required to continue paying a crew member who is held captive on or off the ship in connection with acts of piracy or armed robbery against the ship wages and other entitlements to which the crew member is entitled under the seafarers' employment contract, collective agreement or the law.

(2) For the purposes of this Act, armed robbery against a ship is any act of violence or illegal detention or any act of depredation, or threat thereof, committed for private ends and directed against a ship or against persons or property on board such a ship, within a state's internal waters, archipelagic waters and territorial sea, or any act of inciting or intentionally facilitating such acts.

(3) For the purposes of this Act, piracy means acts described in subsection 1 of § 110 of the Penal Code and aiding or instigation of such acts.

(4) If the operator and crew member had an earlier agreement on payment of wages to the bank account of a third person under subsection 2 of § 23 of this Act, the making of payments to the third person must be continued in the cases referred to in subsection 1 of this section.

(5) The obligation provided in subsections 1 and 4 of this section remains effective during the entire period of captivity of the crew member until the crew member is released and duly repatriated according to Subchapter 6 of this Chapter. Where the crew member dies while in captivity, said obligation will remain effective until the date of death of the crew member.

[RT I, 18.03.2022, 1 – entry into force 28.03.2022]

### **§ 24. Right of master of ship to increase workload of crew members**

(1) The master of a ship has the right to increase the workload of a crew member if due to an unforeseeable event the number of crew members who are able to work decreases during a voyage.

(2) If the workload of a crew member is increased for the reason provided for in subsection 1 of this section, the operator shall pay to the crew member additional remuneration the amount of which shall be calculated in proportion to the increased workload of the crew member and to the amount saved by the operator on wages due to the decreased number of crew members.

(3) The operator's obligation to pay additional remuneration is limited to the amount saved by the operator on wages unpaid due to the decreased number of crew members.

(4) The master of the ship shall restore the crew member's usual workload at the first opportunity.

## **§ 25. Crew member's trip to location of ship and place of entry into seafarer's employment contract**

(1) If during the validity of a seafarer's employment contract the crew member commences or stops work on board a ship that is not located at the place of entry into the seafarer's employment contract, the operator shall arrange at its own cost the crew member's trip to the location of the ship or to the place of entry into the seafarer's employment contract and ensure the crew member's food, catering and accommodation during the trip.

(2) In the case provided for in subsection 1 of this section, the operator shall calculate for the crew member a benefit in an amount equal to the crew member's wages as of the moment the trip to or from the ship starts, unless agreed otherwise in the seafarer's employment contract.

## **§ 26. Notifying crew members of organisation of work**

(1) On board ships, except for ships engaged in navigating in the inland waters or coastal shipping, the following must be made available for the crew members:

- 1) for every position, at least the work schedule at sea and in port;
- 2) information about the minimum rest time;
- 3) information about the organisation of repatriation;
- 4) the procedure for filing and hearing the crew members' complaints on board ship;
- 5) a copy of the seafarer's employment contract and of collective agreements;
- 6) legislation regulating seafarers' employment relationships, including the Maritime Labour Convention of the International Labour Organisation and on fishing vessels the Work in Fishing Convention of the International Labour Organisation.

(2) The information and documents specified in subsection 1 of this section shall be in Estonian and in English. If the working language on board ship is not Estonian, the operator is also required to present the information in the working language.

## **§ 27. Habiliments**

(1) The right to wear habiliments lies with the members of a ship's management. The procedure for wearing habiliments during the performance of duties shall be established by the operator.

(2) The description of the habiliments and professional distinguishing marks of the members of a ship's management shall be established by a regulation of the minister in charge of the policy sector.

## **§ 28. Food and catering**

(1) The master of a ship shall arrange at the cost of the operator the food supply for the crew and the regular catering of the crew members on board the ship.

(2) The ration of food per crew member and the procedure for catering on board ships shall be established by a regulation of the minister in charge of the policy sector.

(3) If food or drinking water supplies become insufficient during a voyage due to exceptional circumstances, the master of the ship may reduce the ration of food but not below the minimum nutritional requirements necessary for vital functions. The master of the ship shall arrange the keeping of records of the ship's food and drinking water supplies in the ship's logbook.

(4) The operator shall compensate a crew member for the food not provided in the circumstances specified in subsection 3 of this section in a manner agreed upon between the operator and the crew member.

## **§ 29. Accommodation**

(1) Operators shall guarantee the accommodation of crew members while they are on board ship.

(2) The requirements set for the conditions of the accommodation of crew members on board ship shall be established by a regulation of the Government of the Republic.

(3) Crew members shall keep the premises at their disposal tidy.

## **§ 30. Occupational health and safety requirements**

(1) Operators shall ensure safe and healthy working environment conditions for crew members and take measures for preventing accidents in compliance with the Occupational Health and Safety Act.

(2) Operators shall arrange for the crew members' occupational health and safety training before they commence work on board ship. Occupational health and safety related instructions on board ship shall be provided by the master of the ship.

### **§ 31. Verification of seaworthiness of ship at crew member's request**

(1) For verifying the seaworthiness of a ship, the master of the ship shall contact the Estonian Transport Administration if more than one-half of the crew members request the master of the ship to verify the seaworthiness of the ship or if it is requested by the chief mate or the chief engineer in connection with a part of the ship or equipment on their responsibility.

(2) If a request for the verification of the seaworthiness of a ship was filed in bad faith, the crew member who filed the request shall compensate the operator for any damage caused by the filing of the request.

## **Subchapter 3**

### **Medical examination of crew members and obligations of operators and masters of ships in case of illness, injury and death of crew member**

### **§ 32. Requirements for medical examination of crew members and provision of medical care on board ship**

(1) Operators shall ensure the provision of medical care for crew members on board ship.

(2) The requirements for the organisation of medical care on board ship and the list of medical equipment required on board ship shall be established by a regulation of the minister in charge of the policy sector.

(3) Crew members shall undergo a prior medical examination and a regular medical examination pursuant to the procedure provided by the Maritime Safety Act.

(4) At the request of the operator or the master of the ship, a crew member shall undergo a premature medical examination if there is reasonable doubt as to whether the crew member's state of health is suitable for work on board ship.

(5) The costs of the medical examinations specified in subsections 3 and 4 of this section shall be covered by the operator, except for the medical examination prior to the entry into a seafarer's employment contract the costs of which shall be covered by the person requesting the entry into the seafarer's employment contract.

(6) Operators shall ensure the possibility for a medical long distance consultation on board ship in Estonian and English 24 hours a day.

(7) For the provision of medical long distance consultation services free of charge, the Estonian Health Insurance Fund shall enter into an administrative contract with a health care provider under the conditions and pursuant to the procedure provided by the Administrative Co-operation Act. The provision of the services shall be funded through the budget of the Estonian Health Insurance Fund.  
[RT I, 28.12.2017, 4 – entry into force 01.01.2018]

(8) The method of calculation of the fee paid for the provision of medical long distance consultation services and the price of those services shall be established by a regulation of the minister in charge of the policy sector on the proposal of the supervisory board of the Estonian Health Insurance Fund.  
[RT I, 28.12.2017, 4 – entry into force 01.01.2019]

### **§ 33. Provision of medical care for ill or injured crew member**

(1) Operators or masters of ships shall arrange the provision of medical care on board ship for a crew member who has taken ill or become injured during a voyage.

(2) If a crew member's illness or injury does not allow for the crew member to be treated on board ship or if the crew member's illness jeopardises the health or life of the crew member or other persons on board the ship or if it is not possible to take any measures for avoiding the spread of the illness, the master of the ship shall send the crew member to a health care provider for treatment.

(3) If an ill or injured crew member is left behind in a foreign state for treatment, the master of the ship shall arrange the treatment of the crew member at a health care provider and shall notify the operator thereof.

(4) The operator or the master of the ship shall notify of a crew member's illness or injury a person specified by the crew member.



(5) The obligation of the operator and the master of the ship to arrange for the treatment of a crew member in a foreign state ends when the operator has arranged for the crew member's repatriation to a destination specified in § 56 of this Act or if the crew member has discontinued his or her treatment without a reason.

#### **§ 34. Additional obligations of operators in case of crew member's illness or injury**

(1) Operators shall cover the costs related to the provision of medical care for an ill or injured crew member on board ship or at a health care provider, including the costs of food, catering and accommodation.

(2) Operators shall cover the costs related to the provision of medical care as of the day the crew member took ill or became injured, but at most 16 weeks as of the day the crew member took ill or became injured. Operators are not required to compensate for the costs if the medical costs of the crew member are covered by a third party on the bases and pursuant to the procedure provided by legislation or a contract.

(3) Operators shall pay to an ill or injured crew member:

1) the wages agreed upon in the seafarer's employment contract while the crew member is on board ship until the crew member reaches a destination provided for in § 56 of this Act, but at most 16 weeks as of the day the crew member took ill or became injured;

2) 70 per cent of the average wages calculated pursuant to the procedure provided for in subsection 8 of § 29 of the Employment Contracts Act as of the time the crew member reaches a destination provided for in § 56 of this Act or reaches a health care provider for treatment in the cases provided for in subsections 2 and 3 of § 33 of this Act, but at most 16 weeks as of the day the crew member took ill or became injured.

(4) Operators' obligation to pay wages to an ill or injured crew member ends when the crew member becomes entitled to a benefit for the time of incapacity for work on the bases and pursuant to the procedure provided for in legislation.

(5) Operators shall guarantee the preservation of any property of a crew member who has taken ill or become injured during a voyage if the crew member is not able to care for his or her property due to his or her illness or injury.

#### **§ 35. Costs of return voyage in case of illness or injury**

(1) Operators shall cover the costs of the return voyage to the ship of a crew member who was sent to a health care provider for treatment due to an illness or injury, including the costs of food, catering and accommodation during the return voyage.

(2) Operators shall arrange for a crew member's repatriation pursuant to the procedure provided for in Subchapter 6 of this Chapter if the crew member left behind in a foreign state for treatment due to an illness or injury is not able to return to the ship after the end of the treatment.

#### **§ 36. Compensating operators for costs arising from crew member's illness or injury**

Operators may demand that a crew member compensate for the costs provided for in §§ 33–35 of this Act if:

- 1) the crew member took ill or became injured as a result of the crew member's intent or gross negligence;
- 2) the crew member intentionally concealed his state of health; or
- 3) the injury did not occur during service on board ship.

#### **§ 37. Liability of operators in case of physical harm caused by occupational accident or occupational disease**

Operators as employers are liable for any physical harm caused to a crew member due to an occupational accident or an occupational disease on the basis and pursuant to the procedure provided by law.

#### **§ 38. Obligations of operators and masters of ships in case of death of crew member**

(1) The operator or the master of the ship shall notify a crew member's next of kin of the crew member's death and arrange for the body to be transported back to the territory of the Republic of Estonia or to a location agreed upon with the next of kin if the death of the crew member occurred while:

- 1) the crew member was employed on board ship;
- 2) the operator or the master of the ship was required to arrange for the provision of medical care for the ill or injured crew member;
- 3) the crew member was travelling to the place of the performance of work or back at the expense of the operator.

(2) If it is not possible to transport the body to the territory of the Republic of Estonia, the cremation of the body and the transport of the ashes may be arranged by agreement with the next of kin of the deceased.

(3) If it is not possible to keep the body on board ship until the ship has entered a foreign port or if it jeopardises the life or health of the persons on board the ship or the working environment, a burial at sea may be performed. A burial at sea may also be performed at the request of the next of kin of the deceased crew member.

(4) A burial at sea is prohibited if the deceased is a victim of a crime or if the cause of death is unknown.

(5) The storage of the property of the deceased crew member shall be arranged by and the liability for the preservation of the property lies with the master of the ship.

#### **§ 39. Expenses accompanying death of crew member**

(1) The costs of transporting the body of a crew member to the territory of the Republic of Estonia or to an agreed location shall be covered by the operator.

(2) If the crew member died of an illness or injury caused by work or if the body is not transported to the territory of the Republic of Estonia or to an agreed location, the operator shall cover the costs related to the burial of the crew member or the cremation of the body and the transport of the body or the ashes.

#### **§ 39<sup>1</sup>. Security for compensation for contractual claims related to physical harm or death caused by occupational disease or occupational accident**

(1) An operator whose ship is required to have a maritime labour certificate pursuant to clause 1 of subsection 1 of § 11<sup>13</sup> of the Maritime Safety Act or to whom it is issued under subsection 2 of said section shall have sufficient financial security for compensation for contractual claims which are related to physical harm or death caused by an occupational disease or occupational accident and which arise from the seafarer's employment contract or collective agreement of a crew member.

(2) The security may be, among others, the obligation of an insurance company or a credit institution located in Estonia or in a state which is a contracting party to the EEA Agreement to guarantee the corresponding funds.

(3) The liability insurance policy or other documentary evidence of security which is issued to a ship to which the security requirement provided for in this section is applied shall, in addition to the information specified in subsection 2 of § 77<sup>3</sup> of the Merchant Shipping Act, set out the following information:

- 1) call sign of the ship;
- 2) contact details of the employee or entity of the provider of security handling the claims of crew members;
- 3) an attestation from the provider of security that the security contract meets the requirements of Standard A4.2.1, paragraph 8, of the Maritime Labour Convention of the International Labour Organisation.

(4) At the request of the Estonian Transport Administration, an operator is required to present the seafarer's employment contracts or collective agreements of all crew members employed on the ship, which show information on which the amount of claims subject to payment to a crew member is based.

(5) The specific procedure for assessing the sufficiency and calculating the amount of security shall be established by a regulation of the minister in charge of the policy sector.

(6) The liability insurance policy or another valid document proving the existence of security shall be made available for the crew members on board the ship. If there are several providers of security, documentary evidence of security provided by all the providers of security shall be made available for the crew members on board the ship.

(7) The provider of security shall give the Estonian Transport Administration 30 days' advance notice of premature cessation of security. The operator shall promptly inform the crew members of the cessation of security.

[RT I, 03.01.2020, 1 – entry into force 13.01.2020]

## **Subchapter 4 Specification of Working and Rest Time**

#### **§ 40. Specification of limit on time for performing work**

The calculation period specified in subsections 1 and 3 of § 46 of the Employment Contracts Act may be extended for a crew member up to six months and by a collective agreement up to 12 months.

#### **§ 41. Specification of compensation for night work**

The payment of additional remuneration for night work provided by the Employment Contracts Act shall not be applied to crew members.

#### **§ 42. Working and rest time of watchkeepers and of crew members engaged in ensuring safety, prevention of environmental pollution, and security**

(1) The working time of watchkeepers shall be divided into periods of time of watchkeeping if the voyage lasts for at least 12 hours without interruptions.

(2) For good reasons, an exception to the restriction specified in the second sentence of § 48 of this Act may be made for a watchkeeper in order to keep the ship in operation, provided the daily rest time is not divided within a period of twenty-four hours into more than three periods, one of which shall be at least six consecutive hours and the rest of the periods shall be at least one hour. The time between two consecutive rest times may not exceed 14 hours. The exception to the daily rest time specified in this subsection may only be applied within two periods of twenty-four hours per seven days.

(3) For good reasons, an exception to the restriction specified in subsection 2 of § 49 of this Act may be made for a watchkeeper in order to keep the ship in operation, provided the rest time within a period of seven days is at least 70 hours; whereas, such an exception is only permitted within two consecutive weeks. The operator may only apply such an exception to the restriction on rest time after a period of time equal to two periods of application of the exception has passed.

(4) In organising watchkeeping, the operator shall apply measures for preventing overfatigue and unjustified overtime work.

(5) The provisions of subsections 2–4 of this section are also applied to crew members engaged in ensuring safety, the prevention of environmental pollution, and security.

#### **§ 43. Working and rest time of crew members who are not watchkeepers or engaged in ensuring safety, prevention of environmental pollution, and security**

(1) The working time of crew members who are not watchkeepers or engaged in ensuring safety, the prevention of environmental pollution, and security shall remain within the period of time from 06:00 to 20:00 the ship's time if it is possible considering the nature of the work.

(2) Within the period of time from 20:00 to 06:00 and on national and public holidays, the crew members specified in subsection 1 of this section may only be required to work in order to perform urgent duties, except when the nature of the crew member's work requires working at that time.

#### **§ 44. Specification of on-call time**

(1) Subsection 2 of § 48 of the Employment Contracts Act is not applied to crew members.

(2) If a crew member has worked during on-call time, the master of the ship shall grant the crew member additional rest time to the extent equal to the time spent working during on-call time.

(3) In the case of an agreement concerning on-call time, the master of the ship or another competent person is required to grant a crew member permission to go ashore outside his or her working time at least once during a one-month work cycle on the same conditions as set for other crew members. If the work cycle is shorter than one month, such permission shall be granted at least once during the work cycle.

#### **§ 45. Specification of restriction on requiring minor to work**

(1) An agreement by which a minor crew member undertakes to perform work during the period of time from 21:00 to 06:00 is void.

(2) The restriction provided for in subsection 1 of this section shall not be applied to requiring a minor crew member to work if the minor works as part of his or her schooling or on-the-job training and working will not harm his or her health or well-being.

[RT I, 03.01.2020, 1 – entry into force 13.01.2020]

#### **§ 46. Urgent work related to safety of ship**

(1) The master of a ship may require a crew member to work during the crew member's rest time if it is necessary for ensuring the safety of the ship, the persons on board the ship or the ship's cargo or for helping persons or ships in distress at sea. Working may be required until the normal situation has been restored.

(2) Work specified in subsection 1 of this section is not deemed to be overtime work.

(3) The restrictions on rest time provided for in this Act are not applied to work specified in subsection 1 of this section.

(4) When the normal situation has been restored, the master of the ship shall ensure at the first opportunity for the crew member who worked during his or her rest time additional rest time to the extent equal to the time worked.

#### **§ 47. Participation in inspections and rescue and fire drills**

Inspections and rescue and fire drills shall be organised in a manner that disturbs the rest time of the crew members as little as possible and that does not cause overfatigue.

#### **§ 48. Daily rest time**

An agreement by which a crew member is left with less than ten hours of rest time over a period of 24 hours is void. Over a period of 24 hours the rest time may be divided into two periods, provided the duration of one period is at least six consecutive hours. The time between two consecutive rest times may not exceed 14 hours.

#### **§ 49. Weekly rest time**

(1) An agreement by which a crew member is left with less than 84 hours of rest time over a period of seven days is void. The weekly rest time includes the daily rest time specified in § 48 of this Act.

(2) An agreement by which a watchkeeper is left with less than 77 hours of rest time over a period of seven days is void. The weekly rest time includes the daily rest time specified in § 48 of this Act.

(3) Exceptions to the restriction specified in subsection 1 of this section may be made by a collective agreement, provided working will not harm the health or safety of the employee and the crew member is left with at least 77 hours of rest time over a period of seven days.

#### **§ 50. Keeping record of working and rest time**

(1) The master of a ship or another competent person shall keep record of the crew members' working and rest time. A crew member has the right to obtain a copy of the record endorsed by the master of the ship or another competent person and the crew member.

(2) The procedure and the form for keeping record of crew members' working and rest time shall be established by a regulation of the Government of the Republic.

(3) The master of a ship or another competent person shall keep the documents concerning the record of working and rest time prepared for a crew member in an accessible place, ensuring the preservation of the documents concerning the record of working and rest time for at least one year as of the date of preparation thereof.

## **Subchapter 5 Specification of Holiday**

#### **§ 51. Annual holiday**

The annual holiday of crew members is 35 calendar days.

#### **§ 52. Organisation of repatriation upon grant of holiday**

(1) If the ship is outside the territory of the Republic of Estonia, the operator shall organise a crew member's repatriation to the Republic of Estonia upon the grant of holiday to him or her and after the end of the holiday the return voyage to the ship pursuant to Subchapter 6 of this Chapter, unless the parties have agreed otherwise.

(2) The time spent by a crew member on repatriation and the return voyage to the ship shall not be included in the holiday.

#### **§ 53. Right of crew member to holiday after working six months without interruptions**

(1) Crew members have the right to a holiday after working six months without interruptions on board the same ship or on board the same operator's ship.

(2) Crew members shall notify the master of the ship of their request for holiday two weeks in advance.

(3) The obligation to grant a holiday arises after the passing of the deadline specified in subsection 2 of this section when the ship enters a port. The obligation to grant a holiday does not arise in a port where the ship enters for bunkering, for bringing an ill or injured person ashore, or due to another unforeseeable event, and from where the repatriation of the crew member cannot be reasonably organised.

(4) After the obligation to grant a crew member a holiday has arisen, the crew member shall continue to work for one month at the most if the necessary replacement cannot be found or if there is reason to believe that during such time the ship will reach a port from where the repatriation of the crew member can be organised pursuant to Subchapter 6 of this Chapter in a simpler and cheaper way.

#### **§ 54. Specification of holiday schedule**

Operators are required to draw up a holiday schedule for each calendar year if it is reasonable and feasible considering the organisation of work on board ship.

## **Subchapter 6 Repatriation of Crew Members and Security in event of Abandonment of Crew Members**

[RT I, 03.01.2020, 1 - entry into force 13.01.2020]

#### **§ 55. Obligation to organise repatriation of crew members**

(1) An operator, except for an operator of a ship engaged in navigating in the inland waters or coastal shipping, is required to organise the repatriation of a crew member at its own expense when:

- 1) the seafarer's fixed term employment contract expires after the passing of the deadline;
- 2) the operator or the crew member extraordinarily cancels the seafarer's employment contract;
- 3) the crew member is granted a holiday;
- 4) the crew member cannot temporarily carry out the seafarer's employment contract or he or she cannot be expected to perform the duties arising from the seafarer's employment contract, above all in the case provided for in subsection 2 of § 33 of this Act due to treatment at a health care provider in a foreign state and in the cases provided for in subsections 1 and 3 of § 18 and subsection 2 of § 35 of this Act;
- 5) there has been a shipwreck.

(2) The obligation of the operator provided for in subsection 1 of this section to organise repatriation is deemed to be performed if the crew member refuses the repatriation.

(3) If the operator is not able to perform the obligation provided for in subsection 1 of this section to organise repatriation or a corresponding contractual obligation above all due to its insolvency, the operator is required to make use of the financial security specified in § 59 of this Act to compensate for the costs of the repatriation of the crew member.

(4) Crew members may not be required to make an advance payment to cover the costs of their repatriation.

(5) The costs of a crew member's repatriation may not be offset by the crew member's claim for wages, except in the case provided for in subsection 6 of this section.

(6) If the operator extraordinarily cancels a seafarer's employment contract due to a violation of duties or the crew member's illness or injury which the crew member withheld upon the entry into the seafarer's employment contract or which he or she intentionally inflicted on himself or herself, the operator may require the crew member to compensate for the costs of his or her repatriation.

(7) The operator may offset the costs specified in subsection 6 of this section by the crew member's claim for wages without the crew member's consent.

#### **§ 56. Destination of repatriation**

(1) The operator shall organise a crew member's repatriation to the territory of the Republic of Estonia, to the place of entry into the seafarer's employment contract, to a place agreed upon by a collective agreement or to the crew member's country of residence, unless the parties have agreed otherwise.

(2) If the crew member is not allowed to enter the territory of the destination of the repatriation or securities which the crew member is not able to provide are required of him or her, the operator shall organise the crew member's repatriation to another destination specified in subsection 1 of this section.

#### **§ 57. Repatriation transport**

(1) The repatriation of a crew member shall be organised in the most reasonable way considering the interests of both parties, preferably using air transport.

(2) The operator shall cover the costs of transporting a crew member's luggage of up to 30 kilograms to the destination.

#### **§ 58. Costs of food, catering and accommodation**

Operators shall cover the costs of a crew member's food, catering and accommodation as of the departure of the crew member from the ship until his or her arrival at the destination of repatriation.

#### **§ 59. Security for compensation for costs of organisation of repatriation**

(1) An operator, except for an operator of a ship engaged in navigating in the inland waters or coastal shipping, is required to prescribe a sufficient financial security for compensating for the costs of the organisation of the repatriation provided for in this Chapter. The security may be, among others, the obligation of an insurance company or a credit institution located in Estonia or in a state which is a contracting party to the EEA Agreement to guarantee the corresponding funds.

(2) The amount of the security shall be calculated on the basis of the total number of the crew members and the expected costs necessary for the performance of the operator's obligations provided for in §§ 56–58 of this Act.

(3) At the request of the Estonian Transport Administration, the operator is required to notify the Administration of the number of crew members by ships.

(4) The Ministry of Economic Affairs and Communications shall establish by a regulation the principles of assessing the sufficiency of the security and calculating its amount.

#### **§ 60. Rights and obligations of state in organising repatriation of crew members**

(1) The state shall organise, free of charge, the repatriation of a crew member to a destination specified in § 56 of this Act if:

- 1) the operator failed to organise the crew member's repatriation pursuant to the procedure provided for in § 55 of this Act; or
- 2) the costs of the crew member's repatriation were not compensated for by using the security provided for in § 59 of this Act.

(2) In the case provided for in subsection 1 of this section, a crew member has the right to demand that the state organise his or her repatriation. The crew member is required to disclose the facts serving as the basis for the right to repatriation.

(3) The repatriation of a crew member shall be organised and the manner and destination of the repatriation shall be decided by the Estonian Transport Administration. State authorities, above all the Ministry of Foreign Affairs, shall render assistance according to their competence to the Estonian Transport Administration for the organisation of repatriation. The Estonian Transport Administration has the right to involve other persons in the organisation of repatriation if it compensates the persons for any costs incurred, if necessary.

(4) The costs of a crew member's repatriation, including the costs specified in subsection 3 of this section, shall be covered from the reserve fund of the Government of the Republic pursuant to the procedure set out in the State Budget Act.

(5) The Estonian Transport Administration has the right of claim against the operator for the compensation of the costs incurred in the organisation of a crew member's repatriation. The right of claim includes, above all, the use of the security provided for in § 59 of this Act.

#### **§ 61. Missing ship**

(1) A crew member who has missed his or her ship in a foreign port through no fault of the crew member shall be taken by the operator to a destination provided for in § 56 of this Act or to the next port where the ship is headed, unless the parties have agreed otherwise.

(2) The transport costs of a crew member who has missed his or her ship shall be covered by the operator pursuant to the procedure provided for in this Subchapter.

#### **§ 61<sup>1</sup>. Security in event of abandonment of crew members**

(1) An operator whose ship is required to have a maritime labour certificate pursuant to clause 1 of subsection 1 of § 11<sup>13</sup> of the Maritime Safety Act or to whom it is issued under subsection 2 of said section shall have sufficient financial security for compensating for costs in the event a crew member is abandoned.

(2) For the purposes of this Act, a crew member shall be deemed to have been abandoned where, in violation of the terms and conditions of the seafarer's employment contract, the operator:

- 1) fails to cover the costs of the crew member's repatriation;
- 2) has left the crew member without the necessary maintenance and support (adequate food, accommodation, drinking water, essential fuel for survival on board the ship, necessary medical care); or

3) has unilaterally severed their ties with the crew member or has failed to pay the crew member the wage agreed upon in the seafarer's employment contract for two or more months.

(3) Security shall be sufficient for covering the following expenses:

- 1) crew members' four months' wages and other entitlements due from the operator to the crew members under their seafarer's employment contract or collective agreement;
- 2) crew members' reasonable expenses, including the costs of repatriation transport, food and accommodation specified in §§ 56–58 of this Act and costs of medical care;
- 3) costs of satisfying the essential needs of crew members, including costs of adequate food, clothing where necessary, accommodation, drinking water, essential fuel for survival on board the ship and necessary medical care and other reasonable costs until the crew members' arrival at home.

(4) The security may be, among others, the obligation of an insurance company or a credit institution located in Estonia or in a state which is a contracting party to the EEA Agreement to guarantee the corresponding funds.

(5) The amount of security shall be calculated on the basis of the number of the crew members by positions and the expected costs necessary for the performance of the operator's obligations provided for in subsection 3 of this section.

(6) The specific procedure for assessing security and calculating the amount thereof shall be established by a regulation of the minister in charge of the policy sector.

(7) The liability insurance policy or other documentary evidence of security which is issued to a ship to which the security requirement provided for in this section is applied shall, in addition to the information specified in subsection 2 of § 77<sup>3</sup> of the Merchant Shipping Act, set out the following information:

- 1) call sign of the ship;
- 2) contact details of the employee or entity of the provider of security handling crew members' requests for relief;
- 3) an attestation from the provider of security that the security contract meets the requirements of Standard A2.5.2 of the Maritime Labour Convention of the International Labour Organisation.

(8) The liability insurance policy or another valid document proving the existence of security shall be made available for the crew members on board the ship. If there are several providers of security, valid documentary evidence of security provided by all the providers of security shall be made available for the crew members on board the ship.

(9) The provider of security shall give the Estonian Transport Administration 30 days' advance notice of premature cessation of security. The operator shall promptly inform the crew members of the cessation of security.

[RT I, 03.01.2020, 1 – entry into force 13.01.2020]

## **Subchapter 7**

### **Complaint Filed by Crew Member**

#### **§ 62. On-board complaint procedure for crew members**

(1) An operator, except for an operator of a ship engaged in navigating in the inland waters or coastal shipping, shall establish an on-board complaint procedure in order to settle violations of the crew members' rights provided for in this Act.

(2) The on-board complaint procedure shall include at least the following:

- 1) the requirements set for complaints and the filing thereof;
- 2) the deadline and procedure for reviewing complaints;
- 3) the right of crew members to involve independent advisers and representatives in the complaint procedure;
- 4) measures for protecting crew members against victimisation for filing a complaint;
- 5) the procedure for notifying the crew member of the decision made in the review of his or her complaint.

(3) Complaints and decisions made within the on-board complaint procedure shall be registered on the ship and preserved for one year after the making of the decision in a manner that ensures an overview of the review of a complaint for a supervisory authority and the relevant crew member.

(4) The on-board complaint procedure shall not restrict the crew members' right to file a report of a violation of their rights with the master of the ship, the operator or another competent person, or to file an application with a labour dispute committee or an action with the court, or to contact a supervisory authority specified in § 73 of this Act.

## **Subchapter 8**

# **Compliance of Working and Living Conditions of Crew Members with Requirements**

### **§ 63. Maritime labour certificate and interim maritime labour certificate**

The compliance of the working and living conditions of crew members on board ships with a gross tonnage of 500 or more, engaged in international shipping, except for fishing vessels, with the requirements provided by this Act and the Maritime Labour Convention of the International Labour Organisation shall be certified by a maritime labour certificate and the declaration of maritime labour compliance attached to the maritime labour certificate or an interim maritime labour certificate issued on the bases and pursuant to the procedure provided by the Maritime Safety Act.

### **§ 64. Work in fishing certificate**

The compliance of the working and living conditions of crew members on board fishing vessels with a length of over 24 meters remaining at sea for more than three days and usually navigating outside the area of short sea shipping with the requirements provided by this Act and the Work in Fishing Convention of the International Labour Organisation shall be certified by a work in fishing certificate issued on the bases and pursuant to the procedure provided by the Maritime Safety Act.

## **Chapter 4**

# **Specification of Expiry and Transfer of Seafarer's Employment Contract**

[RT I, 01.03.2017, 2 - entry into force 10.10.2017]

### **§ 65. Extraordinary cancellation of seafarer's employment contract for good reason arising from crew member**

In addition to that provided for in subsection 1 of § 88 of the Employment Contracts Act, operators may extraordinarily cancel a seafarer's employment contract for a good reason arising from the crew member, above all, if the crew member:

- 1) has failed through his or her own fault to arrive on board the ship for the time of departure from port or has intentionally or through gross negligence failed to arrive on board the ship by the beginning of his or her working time;
- 2) has left the ship without authorisation during his or her working time;
- 3) has been in a state of intoxication on board the ship;
- 4) has unlawfully brought alcohol, narcotic drugs or psychotropic or dangerous substances on board the ship;
- 5) is engaged in illicit trafficking;
- 6) has put the ship, the persons on board the ship or the ship's cargo in real danger by his or her activity.

### **§ 66. Expiry of seafarer's employment contract if ship becomes unseaworthy or in case of shipwreck**

(1) If a ship becomes unseaworthy or there is a shipwreck, the operator has the right to cancel a seafarer's employment contract for the reason of lay-off if the operator is unable to offer the crew member work on board another ship.

(2) In the case of a shipwreck the operator has the right to cancel a seafarer's employment contract without adhering to the terms for advance notice provided for in § 97 of the Employment Contracts Act.

(3) In the case a ship becomes unseaworthy due to a marine casualty, the operator shall notify a crew member of the cancellation of the seafarer's employment contract at least five calendar days in advance.

### **§ 67. Extension of seafarer's employment contract**

(1) If the date of expiry of a seafarer's fixed term employment contract arrives while the ship is at sea, the contract shall be deemed to be extended until the ship reaches the next port.

(2) In the case specified in subsection 1 of this section, a seafarer's fixed term employment contract does not expire in a port which the ship enters for bunkering, for bringing an ill or injured person ashore, or due to another unforeseeable event, and from where the repatriation of the crew member cannot be reasonably organised.

(3) If on the proposal of the operator or the master of the ship the crew member continues to work after reaching a port specified in subsection 1 of this section, the seafarer's employment contract shall be deemed to be extended for an indefinite period of time, unless agreed otherwise, except in the case provided for in subsection 4 of this section.



(4) If no replacement has been found for a crew member, the crew member is required to continue work at the request of the operator or the master of the ship after reaching a port specified in subsection 1 of this section until the end of the ship's laytime, but for no more than seven calendar days.

(5) If the relevant authorities of a foreign state do not allow a crew member to go ashore at the location of leaving employment or demand from the crew member a security that the crew member is not able to provide, the seafarer's employment contract shall be deemed to be extended until the ship reaches a port where no such impediment exists.

#### **§ 68. Date of expiry of seafarer's employment contract**

(1) A seafarer's employment contract expires on the day the crew member reaches a destination specified in § 56 of this Act.

(2) If a crew member refuses repatriation, the date of the expiry of the seafarer's employment contract shall be deemed to be the crew member's last day of employment.

(3) If a seafarer's employment contract was cancelled on the crew member's initiative or due to a violation of his or her duties or due to his or her illness or injury that he or she withheld upon the entry into the seafarer's employment contract or which he or she intentionally inflicted on himself or herself, the date of the expiry of the seafarer's employment contract shall be deemed to be the crew member's last day of employment.

#### **§ 69. Extraordinary cancellation of seafarer's employment contract by crew member**

(1) In addition to that provided for in § 91 of the Employment Contracts Act, a crew member may extraordinarily cancel the seafarer's employment contract, above all, under the circumstances specified in subsection 1 of § 18 of this Act.

(2) A crew member shall notify the operator of the cancellation of the seafarer's employment contract on the basis provided for in subsection 1 of this section at least five calendar days in advance, except when considering all the circumstances and the interests of both parties it cannot be reasonably requested that the contract be continued until the end of the period for advance notice.

(3) A seafarer's employment contract shall be deemed to be expired after the passing of the deadline specified in subsection 2 of this section when the ship has entered a port.

(4) When cancelling a seafarer's employment contract under the circumstances specified in subsection 1 of § 18 of this Act or on the basis of subsection 2 of § 91 of the Employment Contracts Act, the operator shall pay the crew member a compensation to the extent of his or her three months' average wages. The court or a labour dispute committee may change the amount of compensation, taking into account the circumstances of the cancellation of the seafarer's employment contract and the interests of both parties.

#### **§ 69<sup>1</sup>. Notifying of collective cancellation of seafarer's employment contract**

(1) In the case of a planned collective cancellation that concerns the crew members of a ship used for merchant shipping flying the flag of another state which is a contracting party to the EEA Agreement, the operator shall give notice thereof to the competent authority of the Member State whose flag the ship is flying.

(2) The operator shall present to the competent authority of the flag state of the ship the information provided for in subsection 2 of § 101 of the Employment Contracts Act and information concerning the consultation provided for in subsection 1 of § 101 of the Employment Contracts Act in a format which can be reproduced in writing.

(3) The operator shall send a copy of the information referred to in subsection 2 of this section to the trustee / ship steward or in his or her absence to the crew members concurrently with the presentation of the information to the competent authority.

[RT I, 01.03.2017, 2 – entry into force 10.10.2017]

#### **§ 69<sup>2</sup>. Validity of seafarer's employment contract in case of transfer of enterprise**

Sections 112 and 113 of the Employment Contracts Act shall be applied to the transfer of a ship used for merchant shipping if the ship is part of the transfer of an enterprise or of part of an enterprise and the transferee of the ship is located on a territory where the Treaty on the Functioning of the European Union is applicable or the seat of the enterprise or part of the enterprise which is the object of the transfer remains on a territory where the Treaty on the Functioning of the European Union is applicable.

[RT I, 01.03.2017, 2 – entry into force 10.10.2017]

### **§ 69<sup>3</sup>. Validity of seafarer's employment contract if crew member is held captive**

The validity of a seafarer's employment contract will be extended while a crew member is held captive on or off the ship in connection with acts of piracy or armed robbery against the ship, regardless of whether either party has given notice to cancel the seafarer's employment contract or whether the deadline of a seafarer's fixed term employment contract has passed.

[RT I, 18.03.2022, 1 – entry into force 28.03.2022]

## **Chapter 5 Crew Members' Employment Placement**

### **§ 70. Crew members' employment placement**

(1) Crew members' employment placement service means offering suitable work for a person looking for employment on board ship and a suitable crew member for an operator.

(2) Legal persons in private law or sole proprietors providing employment placement services (hereinafter *employment placement service provider*) may not charge, directly or indirectly, a person who has contacted them for the purpose of finding employment a fee for the employment placement services. Only operators may be charged a fee for the employment placement services.

### **§ 71. Acting as employment placement service provider**

(1) In order to provide employment placement services for crew members, an employment placement service provider shall submit a notice of economic activities specified in subsection 1 of § 14 of the General Part of the Economic Activities Code Act.

(2) The notice of economic activities shall include the undertaking's written confirmation that it will comply with the obligations provided for in subsection 2 of § 70 and subsection 1 of § 72 of this Act.

(3) The Labour Inspectorate may prohibit an employment placement service provider from engaging in economic activities due to a fundamental breach of the requirements set for economic activities. A fundamental breach is, above all, a violation of the requirements arising from subsection 2 of § 70 and subsection 1 of § 72 of this Act.

(4) Employment placement service providers are prohibited from preventing, in any manner, crew members from finding employment corresponding to their qualification.

### **§ 72. Obligations of employment placement service provider**

(1) An employment placement service provider who mediates a crew member for a ship with a gross tonnage of 200 or more, engaged in international shipping, shall:

- 1) keep record of crew members employed through an offer made within the employment placement services, whereas such records shall be made available for a supervisory authority for verification;
- 2) make sure that the crew member is informed of the rights and obligations included in the seafarer's employment contract to be entered into by ensuring the crew member the possibility to examine the seafarer's employment contract before and after signing it, as well as the receipt of the seafarer's employment contract;
- 3) verify that the crew member has the qualification required and documents necessary for commencement of work;
- 4) verify that the seafarer's employment contract is in compliance with valid legislation and a collective agreement if such a collective agreement applies to the crew member;
- 5) for one year after the entry into a seafarer's employment contract, preserve the contracts of employment of crew members employed through the employment placement service provider, whereas the seafarers' contracts of employment shall be made available for a supervisory authority for verification;
- 6) within reason, engage in monitoring as to whether the operator has means to protect the crew member in the case the crew member is detained in a foreign port;
- 7) apply measures for settling complaints filed against it, notifying the supervisory authority of every unsettled complaint.

(2) Any proprietary damage suffered by a crew member due to an employment placement service provider's failure to perform its obligations or improper performance of obligations shall be compensated for by the service provider pursuant to the procedure provided by the Law of Obligations Act.

## **Chapter 5<sup>1</sup> Specifications of Working and Rest Time and Medical Examination in case of Employment on Means of Inland Waterway Transport**

[RT I, 01.03.2017, 2 - entry into force 11.03.2017]

### **§ 72<sup>1</sup>. Limit on time for performing work of person employed on means of inland waterway transport**

(1) That provided for in § 40 of this Act regarding crew members shall be applied to employees employed on means of inland waterway transport.

(2) Within a 12-month reference period, the working time of employees and crew members employed on means of inland waterway transport may not exceed, on average, 48 hours for a period of seven days.

(3) Within a 12-month reference period, the working time of employees and crew members employed on means of inland waterway transport may not exceed 2208 hours.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

### **§ 72<sup>2</sup>. Daily rest time of person employed on means of inland waterway transport**

That provided for in § 48 of this Act regarding crew members shall be applied to employees employed on means of inland waterway transport.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

### **§ 72<sup>3</sup>. Weekly rest time of person employed on means of inland waterway transport**

(1) That provided for in subsection 1 of § 49 of this Act regarding crew members shall be applied to employees employed on means of inland waterway transport.

(2) That provided for in subsections 2 and 3 of § 49 of this Act regarding crew members shall not be applied to crew members employed on means of inland waterway transport.

(3) An agreement by which employees and crew members whose working time schedule prescribes more working days than rest days are left with, on average, less than 96 hours of rest time over a period of seven days within a reference period of four months is void.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

### **§ 72<sup>4</sup>. Organisation of working and rest time of person employed on means of inland waterway transport**

(1) Persons employed on means of inland waterway transport are allowed to have up to 31 consecutive working days that alternate with daily and weekly rest time.

(2) If the working time schedule prescribes an equal number of working and rest days for employees and crew members, consecutive working days shall be followed immediately by the same number of consecutive rest days. Exceptions to the number of consecutive rest days to be granted immediately shall be allowed on condition that:

- 1) the maximum number of 31 consecutive working days is not exceeded;
- 2) the minimum number of consecutive rest days referred to in subsection 3 of this section is granted immediately after the consecutive working days worked;
- 3) the extended or exchanged period of working days is balanced out within the reference period.

(3) If the working time schedule prescribes more working days than rest days for employees and crew members, the minimum number of consecutive rest days which immediately follow the consecutive working days shall be:

- 1) 1<sup>st</sup> to 10<sup>th</sup> consecutive working day: 0.2 rest days per consecutive working day;
- 2) 11<sup>th</sup> to 20<sup>th</sup> consecutive working day: 0.3 rest days per consecutive working day;
- 3) 21<sup>st</sup> to 31<sup>st</sup> consecutive working day: 0.4 rest days per consecutive working day.

(4) Partial rest days shall, in this calculation, be added to the minimum number of consecutive rest days and granted only as full days.

(5) For the purposes of this section, a rest day is an uninterrupted period of 24 hours off work that employees and crew members use for resting in a suitable place of their choice.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

### **§ 72<sup>5</sup>. Night work and compensation for night work of person employed on means of inland waterway transport**

(1) The maximum weekly working time during night time (from 22:00 to 06:00) shall be 42 hours.

(2) That provided for in § 41 of this Act shall not be applied to crew members employed on means of inland waterway transport.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

### **§ 72<sup>6</sup>. Keeping record of working and rest time of person employed on means of inland waterway transport**

(1) That provided for in § 50 of this Act regarding crew members shall be applied to employees employed on means of inland waterway transport.

(2) A copy of the record issued to employees and crew members employed on means of inland waterway transport shall be preserved by the employees and crew members for one year as of the issue of the record.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

### **§ 72<sup>7</sup>. Medical examination of person employed on means of inland waterway transport**

(1) Employees employed on means of inland waterway transport shall undergo a medical examination pursuant to the procedure for medical examinations of employees established under the Occupational Health and Safety Act, taking into account the specification provided for in subsection 3 of this section.

(2) Crew members employed on means of inland waterway transport shall undergo a medical examination pursuant to the procedure for medical examinations of crew members established by the Government of the Republic under the Maritime Safety Act, taking into account the specification provided for in subsection 3 of this section.

(3) Employees and crew members employed on means of inland waterway transport shall undergo a medical examination at least once a year.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

## **Chapter 6 State and Administrative Supervision**

[RT I, 01.03.2017, 2 - entry into force 11.03.2017]

### **§ 73. State and administrative supervision**

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

(1) State and administrative supervision over the compliance with the requirements provided for in §§ 9–12, clauses 2–4 of § 22, §§ 26, 30, 40, 42–45 and 48–50, subsections 1–3 of § 62, subsection 1 of § 69<sup>1</sup>, subsection 2 of § 70, subsection 1 of § 72 and §§ 72<sup>1</sup>–72<sup>6</sup> of this Act shall be exercised by the Labour Inspectorate. For performing the state supervision provided for in this Act, the Labour Inspectorate may apply the specific measures of state supervision provided for in §§ 30–32 and 49–51 of the Law Enforcement Act.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

(2) State supervision over the compliance with the requirements provided for on the basis of subsection 2 of § 28 and subsections 1 and 2 of § 29 of this Act shall be exercised by the Health Board under the conditions and pursuant to the procedure provided by the Public Health Act.

(3) State supervision over the compliance with the requirements established on the basis of subsection 2 of § 32 and provided for in subsections 1–4 of § 55 and §§ 39<sup>1</sup>, 59 and 61<sup>1</sup> of this Act shall be exercised by the Estonian Transport Administration under the conditions and pursuant to the procedure provided by the Maritime Safety Act.

[RT I, 03.01.2020, 1 – entry into force 13.01.2020]

(4) The Labour Inspectorate, the Health Board and the Transport Administration shall cooperate in inspecting ships, including exchange information.

(5) A supervisory official who has prepared a precept for the elimination of a fundamental violation shall immediately send a copy of the precept to the Transport Administration.

### **§ 74. Specifications of state and administrative supervision**

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

The head of the local authority of a supervisory body and supervisory officials have the right to prohibit the use of a ship's compartments, shipboard installations or work equipment if the condition thereof jeopardises the life or health of crew members or passengers.

[RT I, 01.03.2017, 2 – entry into force 11.03.2017]

## Chapter 7 Liability

### § 75. Failure to submit information to crew members

[RT I, 29.12.2020, 2 – entry into force 08.01.2021]

(1) Failure to submit information set out in § 9 of this Act by an operator or an operator's management board member or another representative to whom the performance of this obligation was delegated is punishable by a fine of up to 300 fine units.

(2) The same act, if committed by a legal person, is punishable by a fine of up to 32,000 euros.  
[RT I, 29.12.2020, 2 – entry into force 08.01.2021]

### § 76. Entry into seafarer's employment contract with minor less than 16 years of age and permitting minor less than 16 years of age to work

(1) Violation of the prohibition on entry into a seafarer's employment contract with a minor less than 16 years of age or permitting a minor less than 16 years of age to work as set out in § 12 of this Act by an operator or an operator's management board member or another representative to whom compliance with this prohibition was delegated is punishable by a fine of up to 300 fine units.

(2) The same act, if committed by a legal person, is punishable by a fine of up to 32,000 euros.  
[RT I, 29.12.2020, 2 – entry into force 08.01.2021]

### § 77. Failure to comply with restriction on requiring minor to work

(1) Failure to comply with the restriction on requiring a minor to work as provided for in § 45 of this Act by an operator or an operator's management board member or another representative to whom the performance of this obligation was delegated is punishable by a fine of up to 300 fine units.

(2) The same act, if committed by a legal person, is punishable by a fine of up to 32,000 euros.  
[RT I, 29.12.2020, 2 – entry into force 08.01.2021]

### § 78. Failure to grant daily rest time

(1) Failure to grant daily rest time as provided for in § 48 of this Act by an operator or an operator's management board member or another representative to whom the performance of this obligation was delegated is punishable by a fine of up to 300 fine units.

(2) The same act, if committed by a legal person, is punishable by a fine of up to 32,000 euros.  
[RT I, 29.12.2020, 2 – entry into force 08.01.2021]

### § 79. Failure to grant weekly rest time

(1) Failure to grant weekly rest time as provided for in § 49 of this Act by an operator or an operator's management board member or another representative to whom the performance of this obligation was delegated is punishable by a fine of up to 300 fine units.

(2) The same act, if committed by a legal person, is punishable by a fine of up to 32,000 euros.  
[RT I, 29.12.2020, 2 – entry into force 08.01.2021]

### § 80. Proceedings

(1) The provisions of the Penal Code and the Code of Misdemeanour Procedure apply to misdemeanours provided for in §§ 75–79 of this Act.

(2) The extra-judicial body conducting proceedings in matters of misdemeanours provided for in §§ 75–79 of this Act is the Labour Inspectorate.

## Chapter 8

# Implementing Provisions

## § 80<sup>1</sup>. Transfer of contractual obligation

The rights and obligations of the minister in charge of the policy sector provided for in an administrative contract between the minister in charge of the policy sector and a provider of medical long distance consultation services free of charge, effective before 1 January 2018, shall be taken over by the Estonian Health Insurance Fund as of 1 January 2018.

[RT I, 28.12.2017, 4 – entry into force 01.01.2018]

## § 80<sup>2</sup>. Transition from employment contract to seafarer's employment contract on fishing vessels under 24 metres in length

(1) An employment contract concluded with an employee employed on a fishing vessel under 24 metres in length shall be regarded as a seafarer's employment contract as of 1 January 2020.

(2) Seafarer's employment contracts of employees employed on fishing vessels under 24 metres in length shall be brought into conformity with the requirements provided for in §§ 3, 4 and 8–10 of this Act by no later than 31 December 2020.

[RT I, 03.01.2020, 1 – entry into force 13.01.2020]

§ 81.–§ 84.[Omitted from this text.]

## § 85. Entry into force of Act

This Act enters into force on 1 July 2014.

<sup>1</sup>Council Directive 92/29/EEC on the minimum safety and health requirements for improved medical treatment on board vessels (OJ L 113, 30.04.1992, pp. 19–36); Council Directive 1999/63/EC concerning the Agreement on the organisation of working time of seafarers concluded by the European Community Operators' Association (ECSA) and the Federation of Transport Workers' Unions in the European Union (FST) (OJ L 167, 02.07.1999, pp. 33–37), as amended by Directive 2009/13/EC (OJ L 124, 20.05.2009, pp. 30–50) and Directive (EU) 2018/131 (OJ L 22, 26.01.2018, pp. 28–33); Council Directive 2014/112/EU implementing the European Agreement concerning certain aspects of the organisation of working time in inland waterway transport, concluded by the European Barge Union (EBU), the European Skippers Organisation (ESO) and the European Transport Workers' Federation (ETF) (OJ L 367, 23.12.2014, pp. 86–95); Directive (EU) 2015/1794 of the European Parliament and of the Council amending Directives 2008/94/EC, 2009/38/EC and 2002/14/EC of the European Parliament and of the Council, and Council Directives 98/59/EC and 2001/23/EC, as regards seafarers (OJ L 263, 08.10.2015, pp. 1–5); Council Directive (EU) 2017/159 implementing the Agreement concerning the implementation of the Work in Fishing Convention, 2007 of the International Labour Organisation, concluded on 21 May 2012 between the General Confederation of Agricultural Cooperatives in the European Union (Cogeca), the European Transport Workers' Federation (ETF) and the Association of National Organisations of Fishing Enterprises in the European Union (Europ&#378;che) (OJ L 25, 31.01.2017, pp. 12–35). [RT I, 03.01.2020, 1 – entry into force 13.01.2020]