

**Act of 21 June 2013 No. 102**  
**relating to employment protection etc.**  
**for employees on board ships**  
**(Ship Labour Act)**

As amended by Act of 9 May 2014 No. 16 (in force on 9 May 2014 pursuant to decree of 9 May 2014 No. 625).

**Chapter 1**  
**Introductory provisions**

**Section 1-1**  
*The Purpose of the Act*

The purpose of the Act is:

- a) to ensure sound conditions of employment and equality of treatment in the workplace at sea;
- b) together with the Ship Safety and Security Act to secure a working environment that provides a basis for a healthy and meaningful work situation, that affords full safety from harmful physical and mental influences and that has a standard of welfare which at all times is consistent with the level of technological and social development of society;
- c) to facilitate adaptations of the individual employee's working situation in relation to his or her capabilities and circumstances of life;
- d) to provide a basis whereby the employer and the employees may themselves safeguard and develop their working environment in the undertaking in cooperation with the employers' and employees' organisations and with the requisite guidance and supervision of the public authorities;
- e) to foster inclusive working conditions.

**Section 1-2**  
*The Scope of the Act*

- (1) This Act shall apply to any employee working on board Norwegian ships. Chapters 8 to 10 shall also apply to other persons working on board Norwegian ships.
- (2) This Act shall not apply to employees who:
  - a) only work on board while the ship is in port;
  - b) serve on the Norwegian Armed Forces' vessels, except for civilian personnel on board ships chartered by the Norwegian Armed Forces.
- (3) The Ministry may issue supplementary regulations to the first and second paragraph, including regulations concerning:
  - a) the extent to which this Act shall not apply to employees performing work which in its nature does not form part of the ship's ordinary operation;
  - b) the extent to which this Act shall apply to employees covered by the Civil Servants Act;
  - c) what is considered a ship according to this Act;
  - d) whether and to which extent this Act shall apply to employees working on board an installation at sea other than a ship, and foreign ships in Norwegian territorial waters, including the territorial waters of Svalbard or Jan Mayen, subject to limitations following from international law.

**Section 1-3**  
*Invariability*

- (1) This Act may not be departed from by agreement to the detriment of the employee, unless this is expressly provided in this Act or in regulations issued pursuant to this Act.
- (2) For employees working on board ships registered in the Norwegian International Ship Register (NIS), section 8 first paragraph of the NIS Act lays down whether and to which extent this Act may be departed from.

## Chapter 2 Obligations of employer and company etc.

### Section 2-1 *The employer*

For the purposes of this Act, the employer shall mean anyone who has engaged an employee to perform work on board ships.

### Section 2-2 *General obligations and responsibilities of the employer*

(1) The employer shall ensure that provisions laid down in and pursuant to this Act and the employment agreement are complied with, except in those cases where the company is required to ensure compliance pursuant to this Act.

(2) The employer is responsible with regard to his or her own employees for ensuring that their financial requirements and rights as set out in the employment agreement and in provisions laid down in and pursuant to this Act are met.

(3) If the employer is someone other than the company, the employer is obliged to participate in ensuring that the obligations of the company pursuant to section 2-4 first and third paragraph are fulfilled.

### Section 2-3 *The company*

(1) For the purposes of this Act, the company shall mean the entity regarded as company pursuant to section 4 of the Ship Safety and Security Act.

(2) The Ministry may issue regulations concerning who shall be regarded as company pursuant to the first paragraph.

### Section 2-4 *General obligations and responsibilities of the company etc.*

(1) If the employer is someone other than the company, the company has a duty to see to that provisions laid down in and pursuant to this Act or in the employment agreement are complied with, with regard to employees working on board the ship.

(2) The company shall ensure compliance with provisions laid down in and pursuant to this Act where this is expressly provided.

(3) The company is jointly and severally liable together with the employer for the payment of salary, holiday pay and any financial claims that employees working on board the ship are entitled to pursuant to the provisions set out in chapter 4 of this Act or in regulations issued pursuant to this chapter.

(4) Any person who, on behalf of the company, receives information regarding the employer's conduct pursuant to this provision, is bound to observe professional secrecy. The information may only be used to ensure that or investigate whether provisions laid down in and pursuant to this Act or in the employment agreement are complied with, with regard to employees working on board the ship.

(5) The Ministry may issue supplementary regulations to the provision.

### Section 2-5 *Claims by the employee against the company*

(1) The employee must make a written claim against the company for the purpose of section 2-4 third paragraph at the latest within six months after the claim's due date. The company shall pay the claim within three weeks of receipt of the claim.

(2) The company may refuse to cover the claim if the employee knew that the stipulation for the work assignment was that salary, etc. were not covered by the employer.

(3) The joint and several liability does not apply to claims covered by the Act relating to state guarantee for wage claims and regulations issued pursuant to the Act when the employer has been issued a winding-up order.

(4) The Ministry may issue supplementary regulations to the provision.

## Section 2-6

### *Notification concerning censurable conditions*

(1) An employee has a right to notify concerning censurable conditions at the company's or employer's undertaking. Complaints relating to the service on the ship and the general working conditions shall be lodged pursuant to section 9-7.

(2) The employee shall follow an appropriate procedure in connection with such notification. The employee has notwithstanding the right to notify in accordance with the duty to notify or set routines for notification. The same applies to notification to supervisory authorities or other public authorities.

(3) The employer and the company have the burden of proof that notification has been made in breach of this provision.

## Section 2-7

### *Protection against retaliation in connection with notification*

(1) Retaliation against an employee who notifies pursuant to section 2-6 is prohibited. If the employee submits information that gives reason to believe that retaliation in breach of the first sentence has taken place, it shall be assumed that such retaliation has taken place unless the employer or company substantiates otherwise.

(2) The first paragraph applies correspondingly in connection with retaliation against an employee who makes known that the right to notify pursuant to section 2-6 will be invoked, for example by providing information.

(3) Anyone who has been subjected to retaliation in breach of the first or second paragraph may claim damages without regard to the fault of the employer or company. The damages shall be fixed at the amount the court deems reasonable in view of the circumstances of the parties and other facts of the case. Compensation for financial loss may be claimed pursuant to the normal rules.

## Chapter 3 Appointment etc.

### Section 3-1

#### *Requirements regarding a written contract of employment*

(1) A written contract of employment shall be entered into by the employer and the employee. It shall include information on factors of major significance for the employment relationship.

(2) A written contract of employment shall be entered into as soon as possible, and at the latest upon commencement of the service on board.

(3) The employee shall be entitled to engage the assistance of an elected employees' representative or other representative both when drafting and when amending the contract of employment.

(4) The Ministry may issue regulations concerning:

- a) minimum requirements regarding the content of the written contract;
- b) the contract form;
- c) exceptions from second paragraph when necessary due to special circumstances beyond the control of the parties;
- d) requirements for amending the contract of employment or for submission of written information to the employee in connection with changes in the working relationship.

### Section 3-2

#### *Appointment with probationary period*

(1) A probationary period not exceeding six months may be agreed in writing.

(2) If the employee has been absent from work during the probationary period and this is due to circumstances beyond the control of the employer, the probationary period may be extended by a period corresponding to the length of the absence. An extension may only be applied if the employer has informed the employee in writing both of the right to such extension in connection with the appointment and of the extension by the end of the probationary period.

### Section 3-3

#### *Information concerning vacant posts in the undertaking*

The employer shall inform the employees concerning vacant posts in the undertaking.

## Section 3-4

### *Temporary appointment*

- (1) An employee shall be appointed permanently. Temporary employment may nevertheless be agreed upon:
  - a) for a specified period of time, for a specified journey or for work of temporary duration, when warranted by the nature of the work;
  - b) for work as a temporary replacement for another person or persons,
  - c) for work as a trainee.

(2) An employee who has been temporarily employed for more than one year is entitled to written notification of the date on which he is to leave his post, not later than one month prior to that date. Such notification shall be deemed to have been given when it is received by the employee. If the time limit is not observed, the employer may not require the employee to leave his post until one month after notification has been given.

(3) Unless otherwise agreed in writing or laid down in a collective bargaining agreement, temporary contracts of employment shall expire on expiry of the agreed period or when the specified work or the work of temporary duration is completed. Employees who have been temporarily employed for more than four consecutive years pursuant to the first paragraph (a) and (b) shall be deemed to be permanently employed so that the provisions concerning termination of employment relationships shall apply. When calculating the length of consecutive employment pursuant to the second sentence, deductions shall not be made for the employee's absence.

(4) The employer shall at least once a year discuss the use of temporary appointment pursuant to this provision with the employees' elected representatives.

## Section 3-5

### *Effects of unlawful temporary appointments*

(1) In the event of a breach of the provisions of section 3-4, the court shall, if so claimed by an employee, decide that a permanent employment relationship exists or that the employment shall continue. In special cases the court may nevertheless, if so claimed by the employer, decide that employment shall be terminated if, after weighing the interests of the parties, the court finds it clearly unreasonable that employment should continue.

(2) In the event of a breach of the provisions of section 3-4, the employee may claim compensation. Compensation shall be decided in accordance with section 5-11, second paragraph.

## Section 3-6

### *Preferential right to a new appointment*

(1) An employee who has been dismissed owing to circumstances relating to the undertaking shall have a preferential right to a new appointment at the same undertaking unless the vacant post is one for which the employee is not qualified.

(2) The preferential right shall also apply to:

- a) an employee who is temporarily engaged and who, owing to circumstances relating to the undertaking, is not offered continued employment. This provision shall however not apply to employees engaged as temporary replacements,
- b) an employee who has accepted an offer of reduced employment instead of dismissal.

(3) The preferential right shall not apply if the employer needs to appoint immediately, and the employee cannot be notified or take up service in time.

(4) The preferential right shall only apply to employees who have been employed by the undertaking for a total of at least 12 months during the previous two years.

(5) The preferential right shall apply for one year after expiry of the period of notice or from the termination of the temporary appointment.

(6) The preferential right shall lapse if an employee fails to accept an offer of employment in a suitable post not later than 14 days after receiving the offer.

(7) If two or more persons have a preferential claim to a post, the employer is obliged to follow the same rules for selection as apply in the event of dismissals owing to curtailed operations or rationalisation measures.

## Section 3-7

### *Preferential rights of part-time employees*

(1) Part-time employees have a preferential right to an extended post rather than that the employer shall create a new appointment in the undertaking.

(2) The preferential right is subject to the employee being qualified for the post and exercise of the preferential right not involving significant inconvenience for the undertaking.

(3) Preferential rights pursuant to section 3-6, with the exception of second paragraph (a), take precedence over the preferential rights of part-time employees.

## Section 3-8

### *Effects of a breach of the provisions concerning preferential rights*

(1) If the court finds that an employee with preferential rights should have been appointed to a specific post, the court shall, if so claimed by the person concerned, rule that the person concerned shall be appointed in the post unless this is found unreasonable.

(2) In the event of a breach of the provisions concerning preferential rights, an employee may claim compensation. Compensation shall be decided in accordance with section 5-11, second paragraph.

## Section 3-9

### *Using recruitment and placement services*

(1) Employers who use recruitment and placement services shall document that those services conform to requirements laid down in or pursuant to the Labour Market Act.

(2) The Ministry may issue regulations containing further provisions concerning documentation from the employer.

## Chapter 4 Salary, etc.

### Section 4-1

#### *Calculation of salary*

(1) Salary runs as from the day stipulated in the employment agreement, but at the latest from the day the employee enters into service.

(2) If salary is to be calculated on a per diem basis in cases where a fixed amount per month has been agreed, one day's wages shall constitute 1/30 of the monthly salary.

(3) If the salary has been set to a fixed amount for a voyage, and the duration of the voyage should be shorter than assumed, the employee shall be entitled to the entire amount, unless otherwise stipulated. If the duration of the voyage should be longer than assumed, the employee shall be entitled to an additional proportionate allowance, unless otherwise stipulated.

(4) This provision shall not apply to the calculation and payment of lot for employees on fishing and catching vessels.

### Section 4-2

#### *Payment of salary and holiday pay*

(1) Salary shall be paid at least once a month. Holiday pay shall be paid in accordance with the Holidays Act and the Act of 6 June 1972 No. 72 relating to holidays for fishermen.

(2) Employees are entitled to a monthly written account of the payments due and the amounts paid, including salary, additional payments and any deductions made.

(3) Employees may require that all or part of their due amount shall be remitted by fixed monthly bank transfer to members of their household or others.

(4) The Ministry may issue regulations containing further requirements as to the implementation of the requirements of this provision, including laying down special provisions for fishing and catching.

### Section 4-3

#### *Deductions from salary and holiday pay*

(1) A deduction from salary or holiday pay may not be made unless the deduction:

- a) is authorised by law;
- b) is laid down in a collective bargaining agreement;
- c) is stipulated in advance by written agreement; or
- d) concerns compensation for damage or loss suffered by the undertaking, and caused wilfully or by gross negligence on the part of the employee in connection with the work, when the employee has acknowledged his liability in writing or it has been established by court decision, or when the employee unlawfully terminates his employment.

(2) Deductions from salary or holiday pay pursuant to first paragraph (c) and (d) shall be limited to that part of the claim which exceeds the amount reasonably needed by the employee to support himself and his household.

(3) Before effecting deductions from salary or holiday pay pursuant to the first paragraph (d), the employer shall discuss the basis for and the amount of the deduction with the employee and the employees' elected representatives or two representatives chosen by the employee, unless the employee himself does not desire this.

## Section 4-4

### *Salary during illness or injury*

(1) An employee who is unfit for work by reason of illness or injury shall be entitled to salary for such time as his employment relationship exists.

(2) The right to salary lapses to such extent as the employee is entitled to sickness allowance pursuant to chapter 8 of the National Insurance Act or similar benefit pursuant to a foreign social security scheme. The right to salary lapses in any circumstance 12 months after the disability arose. For employees who are not covered by the regulations concerning the right to sickness allowance pursuant to chapter 8 of the National Insurance Act and who do not receive similar benefit from a social security scheme in their native country, the right to salary lapses 16 weeks after the disability arose.

(3) The right to salary lapses if the injury or illness was fraudulently concealed at the time of appointment, or if it has been deliberately contracted after the appointment.

(4) This provision shall not apply to employees on fishing and catching vessels unless running time wages have been agreed.

## Section 4-5

### *Salary in the event of the ship's loss or foundering*

(1) If an employee has been dismissed owing to the ship being lost or beyond repair as a result of a marine accident, the employee is entitled to salary for such time as he is unemployed, but not for more than one month after the expiry of the period of notice of termination

(2) This provision shall not apply to employees on fishing and catching vessels unless running time wages have been agreed.

## Section 4-6

### *Right to repatriation*

(1) Upon termination of the employment relationship by the employer, the employer shall arrange for repatriation of the employee to the employee's place of residence and shall bear the costs for the repatriation including necessary maintenance. The same shall apply when:

- a) the employee has been employed for six months' continuous service in foreign trade with the same employer or on the same ship;
- b) temporary appointment pursuant to section 3-4 ceases;
- c) a pregnant employee has been granted leave pursuant to sections 7-2 or 7-4;
- d) the employee is entitled to terminate his service on board pursuant to section 9-5;
- e) the ship is lost in connection with a marine accident or has become beyond repair;
- f) the employee is no longer capable of performing his duties owing to illness, injury or other medical reasons;
- g) the employer is insolvent or for other reasons incapable of fulfilling his obligations to the employee;
- h) the employee has been suspended.

(2) If the employee has been dismissed pursuant to section 5-14, the employer may require that the employee himself shall cover the employer's expenses pursuant to first paragraph.

(3) The Ministry may issue more detailed regulations on the right to repatriation, including regulations concerning:

- a) repatriation to a place other than place of residence;
- b) shorter qualifying period of service than six months pursuant to subparagraph (c) of the first paragraph where special circumstances exist;
- c) special regulations for employees who at the time of appointment were under 18 years of age;
- d) the scope of the employee's rights with regard to repatriation;
- e) the State's obligation to arrange for repatriation and bear the costs where employer fails to do so, as well as the State's right to recover incurred costs from the employer;
- f) exceptions for employees on fishing and catching vessels.

## Section 4-7

### *Company's obligation to furnish a guarantee*

(1) The company is obliged to furnish a guarantee for specific compensations for employees who are not covered by Norwegian or EEA social security schemes, and who:

- a) work on board a ship registered in the Norwegian International Ship Register; or
- b) is employed in the service of a foreign employer engaged in commercial activities on ships engaged in foreign trade and registered in the Norwegian Ordinary Ship Register (NOR).

(2) The company is also obliged to furnish a guarantee for specific compensations for employees who are employed in hotel and restaurant services on board tourist ships registered in the Norwegian International Ship Register (NIS), and who are covered by the EEA social security scheme.

(3) The Ministry may issue more detailed regulations concerning:

- a) requirements for guarantors;
- b) documentation of a necessary guarantee;
- c) the scope and content of the guarantees;
- d) the effects of guarantees not being furnished or guarantees having expired;
- e) the guarantor's and the State's claim for reimbursement from the employer's bankruptcy assets;
- f) record of guarantee in the Ship Register.

## Section 4-8

### *The company's right to subrogation*

If the company has covered the employee's claim for salary etc. related to the employee's employment on the ship, the company shall succeed to the employee's rights by subrogation in connection with such claims, including the employee's maritime liens pursuant to section 51 of the Norwegian Maritime Code.

## Chapter 5

### Termination of employment relationship

## Section 5-1

### *Consultations prior to decisions regarding dismissal with notice*

(1) Before making a decision regarding dismissal with notice, the employer shall, to the extent that is practically possible, discuss the matter with the employee and the employees' elected representatives unless the employee himself does not desire this. Such discussions shall concern both the grounds for dismissal and any selection between two or more employees regarding who is to be dismissed.

(2) An employer contemplating dismissal of at least ten employees (collective redundancies) without this being warranted by reasons related to the individual employees, shall enter into consultations with the employees' elected representatives. Such discussions shall concern the possibility to avoid redundancies or to reduce the number of persons made redundant, and efforts to mitigate the adverse effects of the redundancies on the employees. The employer shall at the earliest possible opportunity provide the employees' elected representatives with written information.

## Section 5-2

### *Periods of notice*

(1) A one month period of notice on either side shall apply. For masters, a three months period of notice on either side shall nevertheless apply. The period runs from date to date.

(2) If the employee, when notice is given, has been employed in the undertaking for a minimum of five consecutive years, a notice period on either side of minimum two months shall apply. If the employment has lasted at least ten consecutive years, a period of notice on either side of minimum three months shall apply.

(3) In the case of written contracts of employment under which the employee is engaged for a given trial period, a period of notice on either side of 14 days shall apply.

(4) An employee who has been laid off without pay in connection with curtailed or suspended operations may terminate the employment agreement by giving 14 days' notice calculated from the date on which the notice is received by the employer.

(5) If the ship is lost in connection with a maritime accident, or if after such accident is beyond repair, and this maritime accident necessitates a termination of the employment, the employer is entitled to give a period of notice of one month. For termination of the master's employment, a period of notice of three months shall nevertheless apply.

(6) The periods of notice stipulated in the first, second and third paragraph may be departed from upon written agreement. Nevertheless, shorter periods of notice may only be agreed upon in collective bargaining agreements or after notice of termination has been given. The agreed period of notice to be given may in no case be shorter for the employer than for the employee.

### Section 5-3

#### *Formal requirements with regard to notice of termination*

- (1) Notice of termination shall be given in writing.
- (2) Notice of termination given by an employer shall be delivered to the employee in person or be forwarded by registered mail to the address given by the employee. If the employee is working on board, the notice shall, if possible, be delivered to the employee in person. The notice shall be deemed to have been given when it is received by the employee.
- (3) The notice of termination shall inform of:
  - a) the employee's right to demand negotiations and to institute legal proceedings pursuant to sections 6-1 and 6-2;
  - b) the employee's right to remain in his post pursuant to section 5-10;
  - c) the time limits applicable for demanding negotiations, instituting legal proceedings and for claims to remain in a post;
  - d) preferential rights pursuant to section 3-6 if the employee has been dismissed owing to circumstances relating to the undertaking;
  - e) the name of the employer and the appropriate defendant in the event of legal proceedings.
- (4) If the employee so demands, the employer shall state in writing the circumstances claimed as grounds for dismissal.

### Section 5-4

#### *Consequences of formal errors in connection with notice of termination*

- (1) If the employer's notice of termination is not given in writing or does not include information as referred to in section 5-3 third paragraph, and the employee institutes legal proceedings within four months from the date the notice is given, the termination shall be ruled invalid unless this is clearly unreasonable.
- (2) If the notice of termination does not meet the formal requirements, the employee may claim compensation. This applies even if the employee does not demand that termination be ruled invalid or if such ruling is not given, cf. first paragraph. Compensation shall be decided in accordance with section 5-11, second paragraph.

### Section 5-5

#### *Protection against dismissal in contracts of employment specifying a trial period*

- (1) In the case of dismissal of an employee who is engaged for a given trial period, such dismissal must be on the grounds of the employee's lack of suitability for the work, professional skill or reliability. The notice of termination must be given before the expiry of the trial period.
- (2) The provisions of the first paragraph do not restrict the employer's right to dismiss an employee pursuant to section 5-6.

### Section 5-6

#### *Protection against unfair dismissal*

- (1) An employee may not be dismissed unless it is objectively justified on the basis of circumstances relating to the undertaking, the employer or the employee.
- (2) Dismissal owing to curtailed operations or rationalisation measures is not objectively justified if the employer has other suitable work to offer the employee. When deciding whether a dismissal is objectively justified by curtailed operations or rationalisation measures, the needs of the undertaking shall be weighed against the disadvantage caused by the dismissal for the individual employee.
- (3) Registration of a ship in the Norwegian International Ship Register (NIS) always constitutes due grounds for dismissal if the employer has no other suitable work to offer the employee.
- (4) A transfer of ownership of an undertaking does not in itself represent due grounds for dismissal by the new or the former employer. In the event of dismissal given by the new employer, it shall be considered whether the dismissal also would have been regarded as objectively justified if a transfer of ownership had not taken place.



## Section 5-7

### *Protection against dismissal in the event of illness or injury*

(1) An employee who is wholly or partly absent from work owing to injury or illness may not be dismissed for that reason during the first 12 months after becoming unable to work.

(2) A dismissal given during the period in which the employee is protected against dismissal pursuant to this section, shall be regarded as being based on the absence from work owing to injury or illness, unless other grounds are shown to be highly probable.

(3) An employee wishing to plead protection against dismissal pursuant to this section must in due time give notification of the reason for his absence. If so required by the employer, the total period of absence must be confirmed by a medical certificate.

## Section 5-8

### *Protection against dismissal during pregnancy or following the birth or adoption of a child*

(1) An employee who is pregnant may not be dismissed on grounds of pregnancy. Pregnancy shall be deemed to be the reason for dismissal of a pregnant employee unless other grounds are shown to be highly probable. If so required by the employer, the pregnancy shall be confirmed by a medical certificate.

(2) An employee who has leave pursuant to sections 7-2 to 7-6 may not be dismissed on these grounds. If the employee is lawfully dismissed with time of termination falling within such leave, the termination is valid but shall be extended by a corresponding period.

## Section 5-9

### *Protection against dismissal in connection with military service, etc.*

(1) An employee may not be dismissed owing to leave of absence pursuant to section 7-11.

(2) A dismissal given immediately prior to or during the period in which the employee is protected against dismissal pursuant to this section, shall be regarded as being based on these circumstances, unless other grounds are shown to be highly probable.

## Section 5-10

### *The employee's right to remain in his post*

(1) In the event of a dispute concerning whether an employment relationship has been legally terminated pursuant to the provisions of section 5-6, an employee may remain in the post as long as negotiations are in progress pursuant to section 6-1.

(2) If legal proceedings are instituted by the employee within the time limits laid down in section 6-2, the court may, if so demanded by the employee, decide that the employee shall remain in his post while the case is in progress if the court finds it unreasonable that employment should not continue while the case is in progress.

## Section 5-11

### *Consequences of unfair dismissal*

(1) If the court finds the dismissal in contravention of sections 5-5 to 5-9, the dismissal shall, if so demanded by the employee, be ruled invalid. In special cases the court may nevertheless, if so claimed by the employer, decide that employment shall be terminated if, after weighing the interests of the parties, the court finds it clearly unreasonable that employment should continue.

(2) An employee may claim compensation if the dismissal is in contravention of sections 5-5 to 5-9. The compensation shall be fixed at the amount the court deems reasonable in view of the financial loss, circumstances relating to the employer and employee and other facts of the case.

## Section 5-12

### *Termination of employment on account of age*

(1) Employment may be terminated when an employee reaches the age of 70. A lower age limit may follow from other grounds when the limit is objectively justified and does not involve disproportionate intervention, cf. section 10-3, second paragraph.

(2) An employee is entitled to written notification of the date on which he is to leave his post. Termination of the employment may, at the earliest, be demanded six months after the first day in the month after such notification is received by the employee.

(3) Before issuing such notification, the employer shall as far as possible invite the employee to a meeting unless this is not desired by the employee himself.

(4) Employees who wish to terminate their employment shall be subject to a corresponding notification time limit of one month, with the exception that this need not be given in writing.

(5) The Ministry may issue supplementary regulations to the provision.

## Section 5-13

### *Suspension*

(1) If there is reason to assume that an employee is guilty of an offence that may involve summary dismissal pursuant to section 5-14 and the needs of the undertaking so indicate, the employer may suspend the employee while the matter is investigated.

(2) The suspension shall immediately be revoked if the conditions laid down in the first paragraph are no longer fulfilled. Suspension in excess of three months must be justified by the special nature of the offence.

(3) An employee shall retain his or her salary until termination of the suspension.

(4) The provisions of section 5-1 first paragraph, section 5-3 and section 5-11 shall apply correspondingly in so far as they are appropriate.

## Section 5-14

### *Summary dismissal*

(1) The employer may summarily dismiss an employee if the employee concerned is guilty of a gross breach of duty or other serious breach of the contract of employment.

(2) In the event of summary dismissal, the provisions of sections 5-1 first paragraph and 5-3 shall apply correspondingly.

(3) If the summary dismissal is unlawful, the court shall rule it invalid if so demanded by the employee. In special cases the court may nevertheless, if so claimed by the employer, decide that employment shall be terminated if, after weighing the interests of the parties, the court finds it clearly unreasonable that employment should continue. The court may also decide that the employment shall be terminated when it finds that dismissal is objectively justified.

(4) The employee may claim compensation if the summary dismissal is unlawful. Compensation shall be decided in accordance with section 5-11, second paragraph.

## Section 5-15

### *Port of departure upon termination of employment*

(1) If the period of notice of termination expires or a temporary employment is terminated while the ship is at sea, the employment relationship remains in force until the ship calls at a port.

(2) The employment relationship does not cease in ports which are entered only to bunker or to bring ashore sick or injured persons nor does it cease during other unforeseen short calls made for the safety of persons on board, the ship or the cargo.

## Section 5-16

### *References*

(1) An employee who leaves his or her employment after lawful dismissal is entitled to a written reference from the employer. The reference shall state the employee's name, date of birth, the nature of the work and the duration of employment.

(2) The provision of the first paragraph does not restrict the employee's right to request a more detailed reference in relation to employment where this is customary and not otherwise provided in a collective bargaining agreement.

(3) An employee who is summarily dismissed is also entitled to a reference, but the employer may state that the employee was summarily dismissed without giving the reasons for the dismissal.

## Chapter 6 Disputes concerning employment

### Section 6-1

#### *The employee's right to demand negotiations*

- (1) An employee may demand negotiations with the employer if any of the following applies:
  - a) a dismissal with notice or summary dismissal is unlawful;
  - b) there has been a breach of the provisions of this Act concerning preferential rights;
  - c) a temporary employment or suspension is unlawful;
  - d) circumstances as referred to in subparagraphs (a) to (c) gives the right to claim compensation;
  - e) a refusal of a leave of absence is unlawful.
- (2) A demand for negotiations shall be submitted in writing to the employer not later than two weeks after:
  - a) the date of the dismissal with notice or summary dismissal;
  - b) the date the employer rejected a claim from an employee concerning preferential right to a new post or leave of absence;
  - c) the date an employee terminated employment in the case of a dispute as to the lawfulness of a temporary appointment; or
  - d) the date a suspension is terminated.
- (3) The employer shall ensure that a negotiation meeting is held as early as possible and, at the latest, within two weeks of receiving the demand.
- (4) If an employee institutes legal proceedings or notifies the employer that legal proceedings will be instituted when no negotiations have been conducted, the employer may demand negotiations with the employee. A demand for negotiations shall be submitted in writing as soon as possible and not later than two weeks after the employer is notified that legal proceedings have been or will be instituted. The employer shall ensure that a negotiation meeting is held. If legal proceedings have been instituted, the employer shall notify the court in writing that negotiations will be conducted. The employee is obliged to attend the negotiations.
- (5) Employees and employers shall be entitled to engage the assistance of an adviser during the negotiations. The negotiations shall be completed not later than two weeks after the date of the first negotiation meeting unless the parties agree to continue the negotiations. Minutes shall be kept of the negotiations, which shall be signed by the parties and their advisers.
- (6) The Ministry may issue regulations on negotiations, including regulations concerning:
  - a) place of negotiations;
  - b) coverage of the employee's expenses related to travel, board and lodging;
  - c) negotiations at a Norwegian foreign service mission;
  - d) form of minutes.

### Section 6-2

#### *Time limits for legal proceedings*

- (1) Unless the parties in a particular case have agreed on a longer time limit, the time limit for instituting legal proceedings shall be eight weeks in the event of:
  - a) a dispute concerning dismissal with notice and summary dismissal;
  - b) a breach of the provisions of this Act concerning preferential rights;
  - c) a dispute as to the lawfulness of a temporary employment or suspension.
- (2) If an employee claims compensation only, the time limit for legal proceedings shall be six months.
- (3) The time limit for initiating legal proceedings shall run from the conclusion of the negotiations. If negotiations are not conducted, the time limit shall run from the dates referred to in section 6-1, second paragraph.
- (4) If the dismissal with notice or summary dismissal does not meet the formal requirements laid down in section 5-3, first, second and third paragraph, there shall be no time limit for initiating legal proceedings.
- (5) The court may decide that the employment shall continue, cf. section 5-10, if legal proceedings so claiming are instituted within eight weeks from the date of termination of the employee's post or from the conclusion of negotiations.

### Section 6-3

#### *Extension of time limits and reinstatement*

- (1) In a dispute as to the lawfulness of a dismissal in connection with absence pursuant to section 5-7, the time limit for demanding negotiations or instituting legal proceedings shall run from the date of expiry of the prohibition against dismissal pursuant to section 5-7, first paragraph.

(2) In the case of dismissal during absence owing to a child's or childminder's illness pursuant to section 7-8 or absence owing to care of close relatives and/or other close persons pursuant to section 7-9, the time limit for demanding negotiations or instituting legal proceedings shall be extended by the number of days an employee was absent after the date of dismissal.

(3) A reinstatement of the time limits for instituting legal proceedings may be applied for pursuant to the provisions of sections 16-12 to 16-14 of the Dispute Act.

## Section 6-4

### *Disputes in Norway concerning employment*

(1) In connection with legal proceedings concerning rights and obligations pursuant to this Act, the court may also consider claims concerning settlement of pay and holiday pay. The same shall apply to other claims in connection with or in the place of the claims on which the legal proceedings are based, in so far as these do not constitute a major inconvenience to the legal proceedings concerning the matter. The decision of the court pursuant to the preceding sentence may not be contested.

(2) Claims that are the subject of negotiations pursuant to section 6-1, or claims as referred to in the first paragraph of this section, shall not be subjected to mediation by a Conciliation Board.

(3) In the case of legal proceedings subject to section 6-2, first and second paragraph, the court shall expedite the case as much as possible and if necessary fix a time for sitting out of turn.

(4) For the main hearing and for the appeal hearing in a Court of Appeal the court shall sit with two lay judges appointed on the recommendation of the parties. If the proposals from the parties are not available within the time limit stipulated by the judge, or if several plaintiffs or defendants fail to agree on a joint proposal, the judge may appoint lay judges pursuant to section 94 of the Courts of Justice Act.

(5) The court may nevertheless sit without lay judges if the parties and the court are agreed that lay judges are unnecessary.

## Section 6-5

### *Disputes abroad concerning employment*

(1) Disputes concerning the employment relationship between the employee and the employer or between the employee and the company while the ship is abroad shall not be brought before foreign authorities.

(2) Disputes pursuant to the first paragraph may be submitted before a Norwegian foreign service official. The foreign service official shall render his or her decision in the case after hearing the statements of the parties. The decision may within six months be brought before the courts in Norway. In the case of disputes concerning dismissal with notice or summary dismissal the foreign service official may not render a decision, but may prepare and preside over proceedings pursuant to section 6-1.

(3) The Ministry may issue regulations concerning the treatment of disputes pursuant to the second paragraph.

## Chapter 7

### Right to leave of absence

#### Section 7-1

##### *Pregnancy check-ups*

A pregnant employee shall be entitled to leave of absence with pay in connection with pregnancy check-ups, if such check-ups cannot reasonably take place outside working hours. Any absence shall be so arranged that it does not pose significant problems for the operation of the ship.

#### Section 7-2

##### *Pregnancy leave*

A pregnant employee shall be entitled to leave of absence when the pregnancy has lasted for six months.

### Section 7-3

#### *Compassionate leave*

(1) In connection with childbirth, the father shall be entitled to two weeks' leave of absence in order to assist the mother. If the parents do not live together, the right to leave of absence may be exercised by another person assisting the mother.

(2) Adoptive parents and foster parents shall be entitled to two weeks' leave of absence in connection with taking over responsibility for the care of the child. This shall not apply when adopting stepchildren or if the child is over the age of 15.

### Section 7-4

#### *Maternity leave*

After giving birth, the mother shall have leave of absence for the first six weeks unless she produces a medical certificate stating that it is better for her to resume work.

### Section 7-5

#### *Parental leave*

(1) Parents shall be entitled to leave of absence after the birth of the child for a total of 12 months, included leave of absence pursuant to the provisions of sections 7-2 and 7-4. When parental benefits are paid by the National Insurance, parents shall be entitled to leave of absence regardless.

(2) In addition to leave of absence pursuant to the first paragraph, each of the parents shall be entitled to a leave of absence of 12 months, which must be taken immediately after the parents' leave of absence pursuant to the first paragraph. An employee who has partial leave of absence pursuant to section 7-6 shall nevertheless not be entitled to leave of absence pursuant to this paragraph.

(3) Unless the child is in the care of both parents, the right to leave of absence pursuant to the first paragraph may be exercised by another person taking care of the child. An employee who has sole responsibility for the care of the child shall be entitled to leave of absence pursuant to the second paragraph for a period of two years.

(4) Adoptive parents and foster parents shall be entitled to leave of absence pursuant to this section when taking over responsibility for the care of the child. The same shall apply to an employee who has or is assigned parental responsibility upon the death of the other parent and has had less than the usual access to the child. The right to leave of absence shall not apply when adopting stepchildren or if the child is over the age of 15.

### Section 7-6

#### *Partial leave of absence*

(1) Leave of absence pursuant to sections 7-2, 7-4 and 7-5 first paragraph, may be taken as partial leave of absence.

(2) Partial leave of absence is based upon a written agreement between the employer and the employee. The employee's wishes as regards how partial leave of absence is to be taken shall be met unless this involves significant inconvenience for the employer. An employee shall be entitled to engage the assistance of an elected employees' representative or other representative. An agreement on partial leave of absence may be amended or terminated when special grounds so necessitate.

(3) Partial leave of absence must be taken within a time frame of three years.

### Section 7-7

#### *Duty to provide notification*

The employer shall be notified of leave of absence pursuant to sections 7-2 to 7-6 as early as possible and not later than one week in advance in the case of absence in excess of two weeks, not later than four weeks in advance in the case of absence in excess of twelve weeks and not later than twelve weeks in advance in the case of absence in excess of one year. Disregard of such notice periods shall not entail that an employee must postpone the leave of absence if the leave of absence is necessary owing to circumstances unknown to the employee before expiry of the notice period.

### Section 7-8

#### *Child's or childminder's illness*

(1) Employees who have children in their care shall be entitled to leave of absence in the event of a child's illness and medical examinations in connection with the illness, and in the event of illness or equivalent leave of absence of the person responsible for the daily childcare.

(2) Employees who have children in their care shall also be entitled to leave of absence if the child is admitted to and resides at a health institution or after the child has been discharged from a health institution, and otherwise if the child has reduced functional ability or in the event of illness or injury which is extremely serious or long-term.

(3) The provisions of the first and second paragraph may be departed from in collective bargaining agreements for ships which are engaged on foreign voyages and registered in the Norwegian Ordinary Ship Register (NOR).

(4) The Ministry may issue regulations on such leave of absence, including regulations concerning the scope of the leave of absence and the children for which the right to leave of absence applies.

## Section 7-9

### *Care and nursing of close relatives and/or other close persons*

(1) Employees who nurse close relatives and/or other close persons in the home during the terminal stage shall be entitled to leave of absence. Employees shall also be entitled to leave of absence for the necessary care of close relatives and/or other close persons.

(2) The provisions of the first paragraph may be departed from in collective bargaining agreements for ships which are engaged on foreign voyages and registered in the Norwegian Ordinary Ship Register (NOR).

(3) The Ministry may issue regulations on such leave of absence, including regulations concerning:

- a) the persons who shall be deemed as close relatives and/or other close persons;
- b) the scope of the leave of absence;
- c) documentation of necessary care;
- d) duty to provide notification.

## Section 7-10

### *Educational leave*

(1) An employee who has worked for at least three years and who has worked for the same employer for the last two years shall be entitled to full or partial leave for up to three years in order to attend organised courses of education.

(2) The provisions of the first paragraph may be departed from in collective bargaining agreements for ships which are engaged on foreign voyages and registered in the Norwegian Ordinary Ship Register (NOR).

(3) The Ministry may issue regulations on educational leave, including regulations concerning:

- a) requirements for the content of the course of education;
- b) circumstances at the employer's undertaking which shall give the right to deny educational leave;
- c) the right to further educational leave;
- d) notification to the employer regarding making use of the right to leave;
- e) notification from the employer that the conditions for educational leave are considered not fulfilled;
- f) exceptions from the right to educational leave for certain employers.

## Section 7-11

### *Military service, etc.*

(1) An employee shall be entitled to leave of absence in connection with compulsory or voluntary military service or similar national service. The same shall apply to voluntary service of a total of 24 months' duration in forces organised by the Norwegian authorities for participation in international peace operations, provided that the employee notifies the employer as soon as possible after entering into a binding agreement concerning service in such forces.

(2) An employee who wishes to continue his or her employment after completion of such service shall notify the employer before commencing the service. The employer shall not be obliged to allow the employee to resume his or her duties until one month after receipt of notification of the date on which the employee can resume work.

## Section 7-12

### *Public office*

(1) An employee shall be entitled to leave of absence from work to such extent as is necessary in order to comply with statutory requirements regarding attendance in public bodies.

(2) The provisions of the first paragraph may be departed from in collective bargaining agreements for ships which are engaged on foreign voyages and registered in the Norwegian Ordinary Ship Register (NOR).

## Chapter 8

### The company's and master's duties related to care

#### Section 8-1

##### *Care of sick and injured*

(1) If a person working on board is sick or injured, the company shall arrange for him or her to receive proper nursing care on board or ashore, including medical attention, medicaments and maintenance. If there is reason to believe that a person is suffering from a disease or injury involving danger to himself/herself or to persons on board, the person concerned shall, if possible, be medically examined. If deemed necessary, the person concerned shall be brought ashore.

(2) The company's duty to provide nursing care lasts as long as the person concerned is in service on board. If the person concerned is still suffering from an illness or injury upon his departure from the ship, the same duty shall apply for a period not exceeding 16 weeks after departure, unless the person concerned is a member of the Norwegian National Insurance or an equivalent national insurance scheme in his country of residence which takes over the subsistence duty.

(3) If a person working on board is left behind in a foreign country due to illness or injury, the company shall ensure that the person concerned is placed in the care of a Norwegian foreign service official. If this is not practicable, the company shall arrange for the person concerned to receive proper care in another manner, and notify next of kin at his or her request.

(4) The master shall participate in ensuring that the duty to provide care pursuant to this section is fulfilled.

(5) The Ministry may issue regulations on the specific content and scope of the duty to provide care of sick and injured pursuant to this section.

#### Section 8-2

##### *Care in the event of death and burial*

(1) The company shall arrange for notification of next of kin and for burial or for the repatriation of the coffin, if the person working on board dies while he/she is:

- a) in service on board;
- b) entitled to nursing care pursuant to section 8-1;
- c) travelling at the company's or employer's expense.

(2) The master shall participate in ensuring that the duty to provide care pursuant to this section is fulfilled.

#### Section 8-3

##### *Payment of expenses*

The company shall be entitled to reimbursement from the employer of any expenses incurred by the company or the master in connection with fulfilling their duties pursuant to section 8-1 and 8-2. The employer shall be entitled to reimbursement of the expenses from the Norwegian National Insurance or equivalent national insurance scheme in the employee's country of residence, as far as this is provided by the relevant rules.

#### Section 8-4

##### *Compensation for loss of property*

(1) If the property of a person working on board is lost or damaged, the company is liable to pay compensation. Nevertheless, this does not apply to articles that the person concerned may carry on his or her person. The liability may be reduced on account of the person's own behaviour and the circumstances otherwise.

(2) The Ministry may issue supplementary provisions to the first paragraph.

#### Section 8-5

##### *Property abandoned on board*

(1) The company shall ensure that property which is left behind by a person working on board when he/she leaves the ship upon termination of the employment or at another time, is taken care of and forwarded, if applicable.

(2) Articles which cannot be stored or forwarded, or which cannot be stored without considerable expense or inconvenience, may be sold by the company. The same shall apply if the person working on board makes no demand for delivery of the property within one year of leaving the ship.

- (3) The master shall participate in ensuring that the duty to provide care pursuant to this section is fulfilled.

## Chapter 9 The service on the ship

### Section 9-1 *Control measures*

(1) The company may only implement control measures in relation to persons working on board when such measures are objectively justified by circumstances relating to the employment and it does not involve undue strain on the employees.

(2) The company is obliged as early as possible to discuss the need for, design of, implementation of and major changes to control measures in the undertaking with the employees' elected representatives.

(3) The Personal Data Act shall apply to the company's handling of information concerning employees in connection with control measures unless otherwise provided by this Act or another Act.

(4) The Ministry may issue further regulations to the provision, including regulations concerning the requirements for information about control measures and concerning regular evaluation of such measures.

### Section 9-2 *Right to bring personal effects on board*

(1) Any person working on board may bring with him or her a reasonable number of articles for his or her personal use. The person concerned shall not bring on board drugs or other dangerous toxic substances, or bring arms or ammunition without the master's permission.

(2) Upon suspicion that something illegal has been brought on board, possible storage places may be searched in the presence of the person concerned.

### Section 9-3 *The master's duties if criminal acts are committed on board*

(1) If a criminal act of a serious nature is committed on board, and the ship is not in a Norwegian port, the master shall as soon as possible undertake an investigation, secure evidence and prepare statements. This shall, however, not apply where the act has been committed on foreign soil and is being prosecuted by the local authorities.

(2) Until the relevant authorities can deal with the case, the master may implement measures and use force as necessary and to the extent they are relative, in order to ensure control of the person that committed the act.

(3) The Ministry may issue regulations concerning measures and force pursuant to the first and second paragraph.

### Section 9-4 *Right to go ashore during his free time*

A person working on board is entitled to go ashore during his or her free time during the ship's stay in a port. Nevertheless, this does not apply if the circumstances or conditions of the ship make it necessary for the person concerned to stay on board. In such a case, the person concerned is entitled to suitable recompense.

### Section 9-5 *Right to leave service*

(1) A person working on board is entitled to leave service on board if:

- a) the ship does not meet the requirements laid down in the Ship Safety and Security Act or in regulations issued pursuant to the Act concerning technical, operational and personal safety, and the deficiencies clearly constitute a danger to the ship or to those persons working on board;
- b) the company fails to comply with requirements for survey in accordance with section 43, fifth paragraph (c) of the Ship Safety and Security Act and regulations issued pursuant to that provision;
- c) the ship loses the right to fly the Norwegian flag;
- d) there is war or war-like conditions in waters in which the ship shall sail or in a port for which the ship is bound;
- e) a widespread epidemic disease has broken out, or severe environmental pollution which is detrimental to health exists in a port for which the ship is bound;



- f) the person concerned is employed for a specified voyage, and the voyage is altered substantially.
- (2) A person may leave service on board before departure from port or at the ship's first port of call after the person concerned has become aware of the situation.

## Section 9-6

### *Rules to be available to the crew*

- (1) The company shall arrange for this Act, the Ship Safety and Security Act and relevant international Conventions to be available on board, together with appurtenant regulations.
- (2) A copy of the employee's employment agreement and of collective bargaining agreements forming part of the employment agreement, shall also be available on board. The same applies to a copy of contracts for other persons working on board.

## Section 9-7

### *Right to lodge complaints*

- (1) A person working on board has the right to lodge complaints to the company about the service on the ship and the employment in general. If the company is not the employer of the person concerned, the company shall to the necessary extent consult the employer, and may leave it to the employer to handle and resolve the complaint in the first instance.
- (2) The company shall ensure that complaints are adequately investigated, and shall establish procedures for a just, efficient and expedient treatment of complaints.
- (3) Retaliation against the person lodging a complaint in accordance with established procedures is prohibited. Section 2-7 shall in addition apply accordingly.
- (4) The Ministry may issue regulations on complaints to the company, including regulations concerning:
  - a) the handling and resolving of the complaint on board the ship;
  - b) procedures for handling of complaints in the company's undertaking.
- (5) The person working on board may also lodge a complaint to the supervisory authorities about factors as indicated in the first paragraph. The Ministry may issue regulations on such complaints, including regulations concerning:
  - a) who complaints may be lodged to;
  - b) whether the complaint should first be handled by the company;
  - c) which complaints the supervisory authorities may handle and resolve;
  - d) the general handling of the case;
  - e) whether decisions from the supervisory authorities may be appealed;
  - f) complaints from employees on foreign ship.

## Chapter 10

### Protection against discrimination

## Section 10-1

### *Prohibition against discrimination*

- (1) Direct and indirect discrimination on the basis of political views, membership of a an employees' organisation, or age is prohibited.
- (2) Harassment of and instruction to discriminate against persons for reasons referred to in the first paragraph are regarded as discrimination.
- (3) The provisions of this chapter shall apply correspondingly in the case of discrimination against an employee who works part-time or on a temporary basis.
- (4) In the case of discrimination on the basis of gender, the Gender Equality Act shall apply.
- (5) In the case of discrimination on the basis of ethnicity, religion and ethical and cultural orientation, the Anti-discrimination Act on ethnicity shall apply.
- (6) In the case of discrimination on the basis of disability, the Anti-discrimination and Accessibility Act shall apply.
- (7) In the case of discrimination on the basis of sexual orientation, gender identity and gender expression, the Anti-discrimination Act on sexual orientation shall apply.

In force on 1 January 2014, see section 13-1.

## Section 10-2

### *Scope of this chapter*

- (1) The provisions of this chapter shall apply to all aspects of the employment, including:
- a) advertising of posts, appointment, relocation and promotion;
  - b) training and other forms of competence development;
  - c) pay and working conditions;
  - d) termination of employment.

(2) The provisions of this chapter shall apply correspondingly to the company's selection and treatment of persons working on board.

(3) The provisions of this chapter shall apply correspondingly to enrolment and participation in an employees', employers' or professional organisation. This shall also apply to advantages that such organisations provide to their members.

(4) The provisions of this chapter shall not apply to discrimination owing to membership of an employees' organisation in respect of pay and working conditions in collective bargaining agreements.

In force on 1 January 2014, see section 13-1.

## Section 10-3

### *Exceptions from the prohibition against discrimination*

(1) Differential treatment that has a just cause, that does not involve disproportionate intervention in relation to the person or persons so treated and that is necessary for the performance of work or profession, shall not be regarded as discrimination pursuant to this Act.

(2) Differential treatment that is necessary for the achievement of a just cause and does not involve disproportionate intervention in relation to the person or persons so treated is not in contravention of the prohibition against indirect discrimination, discrimination on the basis of age or discrimination against an employee who works part-time or on a temporary basis.

(3) The Ministry may by regulation issue further provisions concerning the extent of the exception from the prohibition against age discrimination in the second paragraph.

In force on 1 January 2014, see section 13-1.

## Section 10-4

### *Obtaining information on appointment of employees*

(1) The employer must not when advertising for new employees or in any other manner request applicants to provide information concerning their views on political, religious or cultural issues or whether they are members of employees' organisations. Nor must the employer implement measures in order to obtain such information in any other manner.

(2) The prohibition laid down in the first paragraph shall not apply if obtaining information concerning applicants' views on political issues or membership of employees' organisations is justified by the nature of the post or if the objective of the activity of the undertaking in question includes promotion of particular political views and the post is essential for the fulfilment of the objective. In cases where such information will be required, this must be stated when advertising the vacancy.

(3) The employer shall in addition not obtain information as indicated in section 18 of the Gender Equality Act, section 17 of the Anti-discrimination Act on ethnicity and section 16 of the Anti-discrimination Act on sexual orientation.

In force on 1 January 2014, see section 13-1.

## Section 10-5

### *Preferential treatment*

Special treatment that helps to promote equality of treatment is not in contravention of the provisions of this chapter. Such special treatment shall cease when its purpose has been achieved.

In force on 1 January 2014, see section 13-1.

## Section 10-6

### *Duty of disclosure*

A job applicant who believes himself or herself to have been passed over in contravention of the provisions of this chapter may demand to be informed in writing by the employer of what educational qualifications, practical experience and other ascertainable qualifications for the post are held by the person appointed.

In force on 1 January 2014, see section 13-1.

## Section 10-7

### *Prohibition against retaliation*

It is prohibited to carry out acts of retaliation against an employee who has lodged a complaint about or otherwise raised the issue of a breach of the provisions of this chapter, or who has stated that such an issue may be raised. The prohibition shall not apply if the employee has acted with gross negligence.

In force on 1 January 2014, see section 13-1.

## Section 10-8

### *Burden of proof*

If the person working on board or the job applicant submits information that gives reason to believe that discrimination has taken place in contravention of the provisions of this chapter, or that an act of retaliation has been carried out in contravention of section 10-7, the employer or company must substantiate that such discrimination or retaliation has not occurred.

In force on 1 January 2014, see section 13-1.

## Section 10-9

### *The effects of breach of the prohibition against discrimination*

(1) Anyone who has been discriminated against in contravention of section 10-1 may claim damages and compensation without regard to the fault of the employer. The compensation shall cover financial loss as a result of the discrimination. Damages for non-economic loss shall be fixed at the amount deemed reasonable in view of the scope and nature of the loss, the circumstances of the parties and other facts of the case.

(2) Provisions laid down in collective bargaining agreements, employment agreements, regulations, by-laws etc., that are in contravention of this chapter, shall not be valid.

In force on 1 January 2014, see section 13-1.

## Chapter 11

### Information and consultation

## Section 11-1

### *Obligation regarding information and consultation*

(1) In undertakings that regularly employ at least 50 employees, the employer shall provide information concerning issues of importance for the employees' working conditions and discuss such issues with the employees' elected representatives.

(2) The provisions of this chapter shall apply to passenger ships and to ships engaged in trade on lakes and rivers.

(3) The Ministry may issue regulations concerning the estimation of the number of employees in the undertaking.

## Section 11-2

### *Implementation of the obligation regarding information and consultation*

(1) The obligation regarding information and consultation includes:

- a) information concerning the current and expected development of the undertaking's activities and financial situation;
- b) information and consultation concerning the current and expected workforce situation in the undertaking, including any cutbacks and the measures considered by the employer in this connection;
- c) information and consultation concerning decisions that may result in considerable changes in the organisation of work or conditions of employment.

(2) Information pursuant to subparagraph (a) of the first paragraph shall be provided at an appropriate time. Information and consultation pursuant to subparagraphs (b) and (c) of the first paragraph shall take place as early as possible.

(3) Information shall be provided in such a way that it is possible for the employees' elected representatives to familiarise themselves with the matter, make appropriate investigations, consider the matter and prepare any

consultations. The consultations shall be based on information provided by the employer and take place at the level of management and representation appropriate for the matter concerned, in an appropriate manner and with appropriate content. The consultations shall be conducted in such a way that it is possible for the employees' elected representatives to meet the employer and receive a reasoned response to any statements they may make. Consultations pursuant to subparagraph (c) of the first paragraph shall aim to reach an agreement.

### Section 11-3

#### *Confidential information*

If the needs of the undertaking dictate that specific information should not be disclosed, the company may impose a duty of secrecy on the employees' elected representatives and any advisers. The employer may in special cases omit to provide information or participate in consultations if at the current time this would clearly be of damage to the undertaking.

### Section 11-4

#### *Departure from provisions*

The provisions of this chapter shall apply unless otherwise stipulated in collective bargaining agreements or other legislation.

## Chapter 12

### Supervision and sanctions

#### Section 12-1

##### *Supervision and certification*

- (1) This Act shall be supervised pursuant to the provisions of the third paragraph.
- (2) The King determines who shall be the supervisory authorities pursuant to this Act.
- (3) For supervision and certification the provisions of sections 13, 41 second and third paragraph, 43 to 46 and 48 of the Ship Safety and Security Act shall apply.

#### Section 12-2

##### *Administrative measures*

For administrative measures the provisions of sections 49 to 52 of the Ship Safety and Security Act shall apply.

#### Section 12-3

##### *Violation fines*

- (1) The supervisory authorities may impose violation fines on the employer if anyone, on behalf of the employer, has violated provisions laid down in or pursuant to sections 3-1, 3-3, 3-4 fourth paragraph, 3-9, 4-2, 4-3 third paragraph, 5-16, chapter 7 or chapter 11, cf. section 2-2 first paragraph.
- (2) The supervisory authorities may impose violation fines on the company if anyone, on behalf of the company, has violated provisions laid down in or pursuant to section 9-1 second paragraph or section 9-7, cf. section 2-4 second paragraph, or a provision laid down in or pursuant to any of the provisions as mentioned in the first paragraph, cf. section 2-4 first paragraph.
- (3) Violation fines pursuant to the first and second paragraph may be imposed even if no individual person has demonstrated guilt.
- (4) In deciding whether a violation fine shall be imposed and in assessing the fine, particular consideration shall be paid to:
  - a) the seriousness of the violation;
  - b) whether the violation could have been prevented by internal systems or by instruction, training, control or other measures;
  - c) whether the offence was committed to promote the interests of the employer or company;
  - d) whether the employer or company has had or could have obtained any advantage by the offence;
  - e) whether this is a repeated offence; and
  - f) the employer's or company's financial capacity.
- (5) Section 55 fourth paragraph and section 57 of the Ship Safety and Security Act shall apply correspondingly.

(6) The Ministry may issue supplementary regulations to the provision.

## Section 12-4

### *Criminal liability*

Any person who, on behalf of the employer or company, wilfully or through gross negligence allows an employee to be employed on substantially other terms than those set out in this Act, in regulations issued pursuant to this Act or in a collective bargaining agreement applicable to the employee, shall be liable to fines or imprisonment for a term not exceeding 6 month. In deciding whether a violation of the first sentence is substantial, particular importance shall be attached to the extent and effects of the violation and to the degree of guilt demonstrated.

## Chapter 13

### Other provisions

### Section 13-1

#### *Entry into force*

This Act enters into force from the date decided by the King.<sup>1</sup> The different provisions may be entered into force at different times.

<sup>1</sup> Pursuant to Royal Decree of 21 June 2013 No. 730 the Act enters into force on 20 August 2013, with the exception of Chapter 10 of the Act, which enters into force on 1 January 2014. The Seamen's Act of 30 May 1975 No. 18 is repealed on 20 August 2013, with the exception of Chapter 11A of the Act, which is repealed on 1 January 2014.

### Section 13-2

#### *Amendments to other acts*

From the day this Act enters into force, the following amendments are made to other acts: