

THE CODE ON SEA LABOR (1

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The Scope of the Code:

Article 1 – This Code will be applied to the seamen who work under contract in the ships carrying the Turkish flag and sailing on the seas, lakes and rivers and weighing 100 gross tons and over and to the employers of the seamen.

In the case that the total weight of the ships belonging to the same employer is 100 tons or in excess of this weight or if the total number of the seamen working for the same employer is 5 or more, the provision in the paragraph will be applied.

The vessels such as boats, barges, flat-bottomed boats, small lighters will also be considered as ships.

The Council of Ministers is authorized, with respect to the economical and social requirements, to apply the provisions of this Code fully or partially to the vessels that are not included in the scope of the vehicles as well as the seamen and their employers stipulated above.

The objections that could be filed as a result of the inclusion of the above mentioned vehicles in the scope of this Code will be settled subject to the examination carried out by the Ministry of Labor. These objections will not inhibit the execution of this Code.

The definition of the employer, seaman, captain and representative of the employer:

Article 2 – With respect to the execution of this Code;

- A) The owner of the ship or the person operating a ship that does not belong to him/her in his/her name will be called the “employer”,
- B) The captain, officer and the sailors as well as the other persons working in the ship under a labour contract will be called “seaman”,
- C) The person who commands and conducts the ship or the person representing the commander when the commander cannot perform his duty due to compelling reasons will be called the “captain”,
- D) The person authorized to act in the name of the captain or the employer will be called the “representative of the employer”.

The employer is directly responsible for the treatment by and the obligations of the representative of the employer vis-à-vis the seamen.

The provisions that are maintained:

Article 3 – The provisions in the fourth book of the Turkish Trade Law on the sea trade pertaining to the relationship between the captain and the employer maintain their validity.

The foreign seamen:

Article 4 – The provisions of this Code will be applied to the seamen who work on the ships that are included in the scope of this Code and are the citizens of the countries, which according to the principle of reciprocity grant the rights of the same nature to the Turkish seamen.

The contract in writing:

Article 5 – The labour contract will be executed in written form in two copies between the employer or the representative of the employer and the seaman and each of the parties receives one copy.

The form of the contract in writing:

Article 6 – The following issues must be addressed in the contracts in written form executed according to this Code:

1. The name and the surname of the employer as well as the address of the residence,
2. The name, surname, date and place of birth, the registration number and the address of the residence of the seaman
3. The name, registration number, gross weight of the ship and the registration office where the ship is registered (In the case that there is the possibility for the seaman to work on various ships of the same employer, this will be mentioned in the labour contract).
4. The date and place of the contract,
5. The task to be performed by the seaman,
6. The date and place for the seaman to start working,
7. It must be specified whether or not the labour contract covers a certain period and length of the period if the contract covers a certain period and the voyage must be specified if the contract covers a certain voyage,
8. The basis, on which the wage is founded and the amount of the wage,
9. The time and place of the payment of the wage
10. The conditions of the advance payment
11. The other conditions of work
12. The summary of the contract approved by the Code dated 25.5.1959 with the number 7292 for the labour contracts to be concluded with the tirinciler and stokers

The contracted executed for a certain period or voyage:

Article 7 – The labour contract can be executed for a certain period or voyage or for an indefinite period

I – The labour contract executed for a certain period will be terminated at the end of this period. In the case that the labour contract ends during a voyage, the contract will be maintained until the ship embarks on the first port and is secured.

II – The labour contract executed for a certain voyage will end after the ship has unloaded the cargo upon arrival at the port following the voyage indicated in the contract.

Extension of the period of the contract:

Article 8 – In the case that the seaman continues to work with the consent of the employer or the representative of the employer after the end of the labour contract executed for a certain period and the ship starts with a new voyage, the labour contract will be deemed to have been extended for the period of this voyage.

In the case that the seaman continues to work with the consent of the employer or the representative of the employer after the end of the labour contract, the labour contract will be deemed to have been prolonged.

The exemption from levy and duty:

Article 9 – The labour contracts executed between the seaman and the employer or the representative of the employer is exempt from all kinds of levy and duty.

The probation period:

Article 10 – The maximum probation period for the labour contracts with an indefinite period will be 1 month. The parties to the contract can terminate the contract without notice period and indemnification or severance pay during this period. However, the right of fee for the working days of the seaman is preserved.

The work and identification card:

Article 11 – The employer or the representative of the employer has the obligation to give a work and identification card within 15 days to every seaman who has been recruited. The mentioned 15-day period for the seamen subject to a probation period starts with the end of the probation period.

This card will be issued as a standard type and given against payment to the employers only by the Labor and Labourer Recruitment Institution.

The work card:**Article 12 -**

A document indicating the art and period of the job will be given by the employer or the representative of the employer to the seaman who quits his job. The status and the behaviour of the seaman as well as how he has worked will be written in this document if the seaman wishes to have it that way. The signature of the employer or the representative of the employer will be certified by the harbourmaster of the port of registration upon the request of the seaman.

The provision related to the certification mentioned above will not be applied to the documents given to the seamen quitting the job on the ships that are attached to the administrations giving public service or the associations serving public interest.

In the case that the employer or the representative of the employer insists on refraining from giving the document requested by the seaman or writes anything about the seaman that does not conform to the truth, a document prepared following an examination carried out by the harbourmaster of the registration port will be given to the seaman or the new employer upon

the request of the seaman or the new employer. This examination must be completed within one week.

In the case that authorised persons refrain from giving such document to a seaman who has quit his job on a ship attached to administrations giving public service or anything that does not reflect the truth will be written on the document, an application for the necessary examination to be carried out will be filed with the office that is in charge with regard to the ship.

The seaman harmed by the delay in giving the document or because of untrue statements on the document or the new employer who has recruited the seaman may request indemnification.

These documents are exempt from all kinds of duty and levy.

Recruiting disabled persons or former convicts:

Article 13 – The employers or the representatives of the employers within the scope of this Code have the obligation to recruit seaman who are disabled and former convicts pursuant to the provisions, principles, measurements and conditions laid down in the Labor Code and the regulation related to this code.

Termination ad dissolution without notice:

Article 14 – The labour contract with an indefinite or without a certain period or based on voyage can be terminated:

I – by the employer or the representative of the employer if:

- a) the seaman returns to ship at any port but does not start to work or does not return to the ship at all,
- b) it will be impossible for the seaman to work on the ship due to arrest, imprisonment or prohibition of work on the ship,
- c) the seaman acts vis-à-vis the employer or the representative of the employer in violation of the laws, the labour contracts and other work and labour conditions,
- d) the seaman acts vis-à-vis the employer or the representative of the employer in violation of the maritime rules and practice or acts in contradiction to the ethical and moral rules

II – the seaman if;

- a) the salary is not paid according to the provisions of law or the contract
- b) the employer or the representative of the seaman violates vis-à-vis the seaman the laws, the labour contract or the other work conditions,
- c) the employer or the representative of the employer violates the maritime rules and practice or the moral and ethical rules

III – by the employer, representative of the employer or the seaman if;

- a) the voyage of the ship will be delayed or cancelled for a period longer than 30 days
- b) the seaman falls for any reason prey to a disease or is disabled which would constitute an obstruction for continuous work on the ship.

IV – The labour contract will be automatically terminated due to the loss and abandonment of the ship, if the ship is declared to be booty of war or in the case that the ship renounces the Turkish flag.

The notice period for using the right of termination:

Article 15 – The right of the employer, representative of the employer or the seaman to terminate the contract mentioned in Article 14 cannot be used following six (6) work days after one of the parties has found out that the other party has acted accordingly and at any rate one year after the act has been carried out.

The party that has terminated the contract within the period of the contract based on such acts is also entitled to file a lawsuit with the request for indemnification.

The notice for cancellation of the contract:

Article 16 – A) Except for the situations indicated in Article 14, the labour contract with indefinite period cannot be cancelled before six months have passed after the date of recruitment of the seaman unless

B) The other party must be notified of the situation before a contract with indefinite period is cancelled.

The labour contract will be deemed to have been cancelled;

- a) after two weeks beginning with the date of serving the notification with the other party for a seaman who has worked for six months,
- b) after four weeks beginning with the date of serving the notice with the other party for a seaman who has worked between six months and a year and a half,
- c) after six weeks beginning with the serving of the notice with the other party for a seaman who has worked between one and a half years and three years,
- d) after eight weeks beginning with the date of serving the notice with the other party for the seaman who has worked longer than three years.

D) The notice periods indicated above are the minimum periods, which can be prolonged with a collective labour agreement or with a labour contract.

E) The party not complying with condition of notice will have the obligation to make the payments corresponding to the periods indicated above.

In other situations where the seaman will be sacked due to reasons such as the membership of the union or the filing of a complaint and in case of the abuse of the right of the cancellation of the labour contract, an indemnification sum will be paid that is three times as much as the payments indicated in paragraph “B”.

The parties have the right to request an indemnification apart from the above mentioned.

The commencement of the termination provision:

Article 17 – In case of a termination according to the articles 14 and 16, the date of the termination will be deemed to have been prolonged up to the time when the ship will be

secured with the arrival at the designated port and in case of the change of the designated port, at the arrival of the first port, if the ship is on sea.

The notification of the termination:

Article 18 – In case of a termination of the labour contract by the employer or the representative of the employer, the seaman must be notified in writing of such termination together with the reasons. In the case that there is no possibility to notify the seaman, the situation will be recorded with a protocol.

The situation that does not cover the termination:

Article 19 – As long as the ship has the right to carry the Turkish flag, the transfer of the ownership of the ship in part or as a whole to another person does not constitute a reason for the termination of the labour contract.

The severance pay:

Article 20 – (as amended: 17.10.1980 – article 2319/1)

In case of the termination of the labour contracts of the seaman subject to this Code;

1. by the employer for reasons other than the reasons indicated in paragraph of the article 14 of this Code,
2. by the seaman according to the paragraphs II and III of this Code
3. as a result of the active army service,
4. with the aim of obtaining a monthly salary of retirement of disability or with the purpose of receiving a lump sum from the social security institution they are linked to

or in case of the end of the contract due to the death of the seaman or as a result of the paragraph 4 of the article 14;

the seaman will be entitled to a severance pay, which will be paid by the employer, amounting to the fee for thirty day of work for each full year from the date of the beginning of the recruitment of the seaman. For periods in excess of one year, a payment at the same rate will be made.

The seniority of the seaman will be calculated by taking into consideration the periods of work by the seaman on one or more ships of the same employer, regardless of whether the labour contract was continued or interrupted from time to time. In case of the transfer of the property of the ship from one employer to another, independent of the art of the transfer, the seniority of the seaman will be calculated by taking into consideration the sum of the work period in the work place or work places.

In case of a transfer or change of ownership in any way of the ship as of 12.7.1975, both employers will be responsible for the severance pay that has accrued. However, the responsibility of the employer who has transferred the work place is limited with the period the seaman has worked at the work place before the transfer and the wage he has received at the time of the transfer. (1)

For the seaman to be able to benefit from the provision in the subparagraph 4 of the paragraph one, the seaman must document that he is entitled to a monthly payment or a lump sum payment and that he has filed an application with the institution he is affiliated with respect to retirement and requested the payment of a monthly amount or a lump sum. It will not be necessary to meet this requirement in case of the death of the seaman.

The severance pay will be paid by the last public institution employer by adding the service periods and taking as the basis the sum of all service periods in all public institutions to the seaman, being subject to the Code on the Retirement Funds of the Republic of Turkey and the Code on the Social Security or being subject only to the Code on Social Security, who is entitled according to the Code on the Social Security to a monthly payment or a lump sum due to old age retirement or disability by taking into consideration the service period in just one public institution or by adding the service periods in different public institutions.

In the case that the labour contract between the seaman and the above mentioned public institutions had come to an end in such a way that the payment of severance pay was previously not necessary pursuant to this provision, these service periods will not be taken into consideration for the calculation of the severance pay.

However, the amount of this severance pay that will be paid for the period, in which the work of the seaman was subject to the Retirement Fund of the Republic of Turkey, cannot be more than the amount foreseen for the retirement bonus according to the Code on the Retirement Fund of the Republic of Turkey at the beginning date of the monthly payment for the old age or disability retirement.

The term public institutions used in this provision covers the administrations with general, added and special budget as well as the institutions stipulated in the article 4 of the Code number 468.

One than one payment for severance payment or bonus will not be paid for the same service period.

The severance pay will be calculated by taking the last wage as the basis. In the cases where the wage is not fixed as payment for voyage, piece work, in a lump sum or in percentage, the average fee that will be calculated by adding the amount earned in one year and dividing it by the days of work during that period will be taken as the basis for the severance pay.

However, in the case that a wage increase has taken place in the last year, the wage as the basis of the severance pay will be calculated by dividing the wage a seaman has earned between the date the seaman has quit the job and the date of the last wage increase by the number of days the seaman has worked during that period.

In addition to the wage indicated in the first paragraph of the article 29, the amount of money provided to the seaman and the contractual benefits and the benefits resulting from code that can be measured in terms of money will be taken into account for the calculation of the indemnification sum mentioned in the paragraph (D) of the article 16 and the wage that will be taken as the basis for the severance pay mentioned in this article.

The severance pay pertaining to the 20 day period mentioned in this article can be altered in favour of the seaman with the labour contracts and collective labour agreement (as amended:

10.12.1982-art. 2762/2). However, the annual amount determined by using the collective labour agreements and labour contracts cannot exceed the maximum retirement bonus for one service year that will be paid to the highest ranking state employee subject to the Code on the State Employees according to the provisions of the Code on the Retirement Funds of the Republic of Turkey number 5434.

In case of the death of the seaman, the indemnification amount resulting from the provisions mentioned above will be paid to the legal heirs.

The employer cannot use private persons and insurance companies to insure the responsibility resulting from the severance pay.

A funds related to the severance pay will be established by the employer at a bank or an institution established with a code, of which more 50 % of the capital belongs to the State, under the responsibility of the employer and only peculiar to the old age, retirement, disability, death and lump sum payments.

The issues relating to the establishment of the funds will be arranged with a code.

In the case that the labour contract will be terminated according to paragraphs I, II, III and IV of the article 14 by the employer, the representative of the employer or the seaman in a foreign country, the employer or the representative of the employer has the obligation to return the seaman to the registration port of the ship and pay for expenses of the seaman related to returning the seaman such as the transport and food costs, and the unavoidable expenses.

However, if the labour contract has been terminated pursuant to the paragraph 1 or the subparagraphs (a) and (b) of the paragraph II of the article 14, the employer or the representative of the may request the reimbursement of the expenses for returning the seaman to the country from the seaman after he has returned to the country.

The return of the foreign seaman:

Article 22 – The employer or the representative of the employer has the obligation to return the foreign seaman to the port at the residence of the seaman if there is no separate provision in the contract concluded with the foreign seaman.

The obligation to return the seaman within the native country:

Article 23 – In case of the termination of the labour contract in any of the Turkish ports and if there is no contradiction provision in the labour contract, the seaman must be returned to the registration port of the ship within the limits indicated in the article 21 by the employer or the representative of the employer. However, the provision of this article will not be applied if the labour contract will be terminated pursuant to the paragraph 1 one of the article 14.

Non-compliance with the obligation of returning:

Article 24 – In case of non-compliance by the employer or the representative of the employer with the articles 21 and 23, the seaman may request from the employer or the representative

of the employer the expenses he has incurred to return to his country and an indemnification amounting to 15 days wage.

The loss of the right of being returned:

Article 25 – In the case that a seaman, who will be dismissed in a foreign country or of whom the labour contract will be terminated in a foreign country, concludes a labour contract with another employer, regardless of this job being related to maritime business or not, the obligation of the former employer or the representative of the employer to return the seaman to his country will be abolished.

In the cases indicated in the articles 21, 22 and 23, if the seaman does not bring forward the request to be returned to his home country within one week after date of dismissal or the date of the termination of the contract, the employer or the representative of the employer cannot be obligated to return the seaman to his home country.

In the case that the situations mentioned in the subparagraph (b) of the paragraph (1) of the article 14 of this Code have to come being as a result of reasons, for which the seaman cannot be held responsible, or there were similar reasons such as sickness for the seaman, the one week period mentioned in the paragraph two of this article will start as of the day these obstacles are eliminated.

Work time:

Article 26 – The work time is generally eight hours per day and 48 hours per week. This length of time will be distributed evenly to the workdays of the week.

The work time is the period the seaman works or is in the shift. The employer or the representative of the employer must set out the shifts, the periods for meals and resting with a schedule and hang this schedule somewhere where the seamen can see it.

The exceptions:

Article 27 – The persons carrying out the following tasks are not subject to the work time stipulated by the provision related to the work time.

1. The first captain in the ships where there are more than one captain or the person representing him as indicated in the paragraph (C) of the article 2 (including the pilots)
2. The chief engineer where there are more than one engineer,
3. The doctor and the health personnel
4. The nurse and infirmary attendants
5. The seamen working on the ship, of which the main function is to rescue life, property and ships
6. The persons working on their own behalf on the ship

Working extra hours:

Article 28 – The work carried out by exceeding the work time laid down in this code will be considered as overtime. The fee to be paid for each extra hour of work cannot be less than the amount calculated by increasing the normal fee per hour by 25 %.

The work carried in the following situations will not be considered as overtime.

1. The tasks considered to be mandatory by the captain for the safety of the persons or the cargo of the ship
2. The additional work to be done as a result of customs, quarantine and other formalities pertaining to health issues,
3. The drills (for fire, abandoning the ship, conflict on sea, rescue of a man and defence) conducted on the ship while at sea or at the port. The employer or the representative of the employer must keep a separate book certified by the notary public for the documentation of extra work hours.

The rate of wage increase applied to the seamen, the days, on which extra work has been carried out and the number of hours and the overtime payment the seamen have earned will be written in this book. The fee for the overtime must be paid in full by the employer or the representative of the employer at the time, place and in the period set out for the payment of the wages.

The wage:

Article 29 – The wage is the amount paid in cash to the seaman by the employer or the representative of the employer for the work he has carried out. The wage must be paid in full at the time, place and in the period as indicated in the labour contract.

The payment period cannot exceed one month.

In case of the end of termination of the labour contract, the employer or the representative of the employer must immediately pay the wage of the seaman in full.

A seaman who refrains from carrying out his tasks without a justifiable reason will be deprived of the wage corresponding to this period by recording the incident in the log book and by preparing a protocol if there is no logbook. The employer is entitled to make a request for indemnification for the harm incurred as a result of this.

Advance payment:

Article 30 – The employer or the representative of the employer has the obligation to make an advance payment upon request pursuant to the provisions of the labour contract.

The wage book:

Article 31 – A wage payment book certified by the notary public will be kept on each ship. However, the wage book can be kept in the office of the employer for the ships working within the ports.

All kinds of payment to be made to the seamen according to the labour contracts must be recorded in these wage books and the records must be documented with a signature and receipt.

Upon request, a certified copy of these records will be given to the seamen. These transactions are exempt from all kinds tax.

The assertion of having made a payment that is not based on documents is not valid.

The guarded part of the wage:

Article 32 – 240 TL of the wage of the seamen cannot be attached or assigned or transferred to another person. However, the amount appreciated by the judge for taking care of the family members is not included in this amount. These constraints does not eliminate the rights of the alimony creditors.

Food supply on behalf of the employer:

Article 33 – It is obligatory to set up a food service on the ships that are subject to this code. The seamen will be supplied with food free of charge from the day they start to work on the ship up to the moment of exit from the service. In cases where the food supply cannot be implemented because of unavoidable reasons, the employer or the representative of the employer will provide some other way of appropriate food supply or will make payments in cash.

There is no obligation to establish a food supply system in the ships, barges, lighters that transport cargo or passengers within the ports, city lines, in the bays, on the lakes and rivers. In such cases, the employer or the representative of the employer will fulfil the requirement of food supply by making payments in cash.

Providing quarters:

Article 34 – Quarters in the ship suited to the rank, number and the size of the ship will be provided free of charge to the seamen for them and their belongings beginning with the day of recruitment up to the end of the recruitment.

Other means of accommodation will be provided by the employer or the representative of the employer if for any compelling reason quarters cannot be provided to the seamen in the ship.

About the quarters and food supply:

Article 33 – (as amended: 4.7.1988 – article KHK-336-1; passed exactly the way it was: art. 7.2.1990-53)

The quartes provided in these ships for accommodation, rest and meals as well as the medicines, medical tools and materials, and the necessary conditions of the infirmary and the amount and the nature of the food stuff to be provided to the seamen, which of these conditions and quality will be considered to be essential and first degree and which will be considered as second degree and what kind of committees will be established with regard to the food stuff and the duty and the powers of these committees will be laid down in a regulation to be drawn up jointly by the Ministry of Labour and Social Security, the Ministry of Health and Social Assistance and the Ministry of Transportation.

In the case that the food stuff to be provided by the employer or the representative of the employer is less than the quantities laid down in the mentioned regulation, the seaman is entitled to request the amount corresponding to the difference and to request the amount for the full price in the case that no food will be provided, to be reimbursed by the employer or the representative of the employer. However, the seaman must notify the employer or the representative of the employer of the captain of the assertion on the day the failure to provide the necessary food stuff and to fulfil the conditions has occurred.

Exception:

Article 36 – The provisions of the regulation mentioned in the articles 36 – 35 will not be applied for;

- a) ships that are smaller than 500 grosstons
- b) the fishing and similar ships,
- c) for tugboats,
- d) swimming cranes,

The minimum wage:

Article 37 – The minimum wage for the seamen will be determined pursuant to the related article of the Labour Code.

The wage deduction:

Article 38 – The employer or the representative of the employer cannot impose a penalty as deduction from the wages for reasons other than those indicated in the collective labour agreement and the labour contract.

The seaman must immediately notified of the deductions to be made from the wage. The deductions to be made as penalty cannot exceed three days wage per month.

The other provisions of the Labour Code pertaining to the issue will be applied to the penalties imposed in form of deduction from the wage.

The deduction for the loss:

Article 39 – The amount which the employer or the representative of the employer can detain temporarily for the indemnification in the labour contracts cannot exceed the sum of ten days wage that will be deducted in ten weeks in equal amounts. These deductions as compensation for the indemnification apply to the entire work period and when a part of this has been deducted, deduction can be made in the framework of the same principles.

The deductions for indemnification will be returned in full in cases where the seaman quits working without having caused a loss that would necessitate a deduction. In the case that it is necessary to make a deduction from the amount that has been detained temporarily for indemnification, the employer has the obligation to explain to the seaman upon request according to which principles the deduction has been made and show him the accounts and the invoices and other documents.

Deduction from the amount detained for indemnification can only be made for the loss that has been caused by that particular seaman.

The indemnification deductions will be deposited at a national bank at the latest within three months. The accrued interest together with the other revenues will be paid to the workers at the same as the deductions.

Annual paid vacation:

Article 40 – The seaman who has worked for the same employer or in the same ship within one calendar year or has worked for at least six months based on one or more labour contracts will be entitled to a paid annual vacation.

The vacation period cannot be less than 15 days for the seaman who has worked between six months and one year and less than one month for the seaman who has longer than one year.

The vacation will be at the time considered as appropriate by the employer. This right cannot be waived.

A vacation of one month can be divided into two by mutual consent of the parties, provided that the two parts will be in the same year.

The seaman cannot be forced to spend his vacation time in a foreign port or at any place other than the place where he has concluded the labour contract.

The seaman can ask for 7 days of unpaid leave for travelling related to the paid leave.

In the case that the labour contract of the seaman will be terminated pursuant to the paragraphs II, III and IV of the article 14 before he has had a chance take a paid leave, the employer or the representative of the employer has the obligation to make the payment related to the period of vacation.

Day off in the week:

Article 14 – Longer than six days of work in a week in the ships giving port service and working at the city lines is prohibited. The seamen who have to work on weekend, will have one day off in shifts during the week.

The payment for the day off of the week:

Article 42 – The employer or the representative of the employer will make to the seamen who have worked without interruption during the week before the day off in the ships that are subject to this Code for the day, on which the seamen do not work, a payment in the amount of one day's wage that is not for a work that is carried out without looking at the art of payment.

Three days of leave for marriage, two days for the death of the mother, father, husband, wife, brother, sister and children that have to be given as well as the other permissions given by the employer that will not amount to more than one week and the resting and sickness leaves given with doctor's certification will be accounted for as days, on which the seamen have actually worked.

In the case that work will be ceased by the employer or the representative of the employer on one or few days of the week without a compelling and economic reason, the days, on which work has not been carried out, will be counted as the days of the six work days, on which work has been carried out in order to be entitled to a paid non-working day in the week.

In cases where the work on the ship has to be interrupted for a period longer than a week due to compelling reasons, the weekend day during this period will be accounted for as a half day with regard to payment.

The employer or the representative of the employer will pay the seamen working on the ships that undertake short, medium and long voyages one day wage for each week the ship is on voyage without having to fulfil the requirement mentioned above and having to work for it.

The general vacation payment:

Article 43 – The seamen working on the ships included in the scope of this Code will be paid one day's wage without having to work for it and without looking at the art of payment on the national holy days and on general holidays stipulated in the Code on National Holy Days and General Holidays number 2379 and the Codes number 3466 and 221 that are annexes to the mentioned Code.

The parts that are not included in the holiday payment:

Article 44 – The amounts and bonus earned for overtime and the amounts paid as social help will not be taken into consideration with regard to determining the amounts paid for the national holy days and general holidays.

Temporary unavailability for work:

Article 45 – The payments for the national holy days, the general holidays and the weekends corresponding to the times when temporary unavailability payments must be made to the seamen will be made by the funds and institutions that make payments in the same amount.

The authorised courts entrusted with the duty:

Article 46 – The provisions of the Code number 5521 will be applied to the conflicts between the seamen and the employers or the representatives of the employers arising from this code and the labour contracts.

The lawsuits will be dealt with by the courts that are authorised to handle the labour lawsuits at the registration ports of the ships.

The notices:

Article 47 – The notifications must be in writing and served with the related persons against signature. In the case that the notified person does not sign the notification, the situation will be specified with a protocol. However, the notification within the scope of the Code number 7201 will be carried out pursuant to the provisions of the mentioned code.

The reserved provisions:

Article 48 – The provisions of this code will not prejudice the more beneficial rights and benefits granted by the codes, the collective labour agreement, labour contract and the rights arising from traditions and customs. The obligations assumed by the employer as a result of the implementation of this code will not constitute a justification for the wages and the rights of the seamen to be reduced.

The supervision and inspection:

Article 49 – The necessary supervisions, inspections and monitoring in order to execute the provisions of this code will be carried out by the Ministry of Labour. The provisions of the Labour Code pertaining to the supervision and inspection of the business life and the penalty provisions of the same Code will be applied with respect to these issues.

The penalty provisions:

Article 50 – The Criminal Court of Settlement will impose pecuniary penalties not under 500 TL on those persons;

- a) who do not execute a written contract with the seamen pursuant to the article 5 of the code,
- b) who does not issue a work and identification card for the seaman pursuant to the article 11 of the code,
- c) who does not give the seamen quitting the job a work document pursuant to the article 12 of the code
- d) who does not comply with the provisions of the code and the regulation pertaining to the recruiting of disabled seamen and former convicts pursuant to the article 13 of the code

Article 51 – The employer or the representative of the employer who,

- a) does not pay the severance pay of the seaman pursuant to the article 20 of the code,
- b) who does not pay for overtime pursuant to the article 28 of the code,
- c) who does not make the payments in full and due time pursuant to the article 29 of the code,
- d) who does not comply with the obligation of providing food and making payments in cash pursuant to the article 33 of the code,
- e) who pays less than the minimum payment mentioned in the article 37 of the code

will be punished with a payment not under 100 TL and twice as much as the amount he has not paid or the amount corresponding to the amount of the food stuff he should have provided for each seaman.

II – Pecuniary penalty not under 1000 TL will be imposed on the employer or the representative of the employer

- a) who does not comply with the obligation to return the seaman to his country pursuant to the articles 21 and 23,
- b) who does not comply with the work periods indicated in the article 26

In the case that the acts stipulated in paragraph 1 are carried out in a foreign country, the penalties to be imposed will not be less than twice.

(Annex: 17.10.1980-art. 2319-2) Imprisonment from 6 months to 2 years and pecuniary penalty between twenty thousand and fifty thousand TL will be imposed on the authorised responsible personnel such as members of the board of directors, general director, institution director, director of the accounting office of the private and public institutions and corporations who, by acting in violation of the provisions of the article 20, give orders and instructions to give severance pays that do not fall within the principles foreseen for the severance pay or by exceeding the amount or the ceiling that was determined related to the severance pay.

Article 52 – A pecuniary penalty not under 2000 TL will be imposed on the employer or the representative of the employer who does not observe quality and the conditions that have been indicated in the regulation mentioned in article 35 of this Code as pertaining to the merits and first degree,

A pecuniary penalty not under 250 TL will be imposed on the employer or the representative of the employer who does not observe the quality and conditions indicated in the same provision as second degree.

Article 53 – A pecuniary penalty not under 500 TL will be imposed on the employer or the representative of the employer,

- a) who applies pecuniary penalties to the wages of the seamen that violate the principles indicated in the article 38
- b) who makes the deductions for the losses indicated in the article 39 in violation with the mentioned provisions,
- c) who does not give annual leave to the seamen pursuant to the article 40
- d) who does not give weekly leave to the seamen pursuant to the article 41
- e) who does not pay the amount related to the weekly leave pursuant to the article 42
- f) who does not pay for the general holidays pursuant to the article 43

The lawsuits related to the offences arising from this code will be dealt with by the authorised courts of settlement at the ports of registration of the ships.

These lawsuits will be considered as urgent suits.

The codes that are no longer in effect:

Article 54 – The code dated 10.3.1954 with the number 6379 and the code dated 25.5.1959 with the number 7283 are no longer in effect.

The regulation:

Article 55 – The provisions of the “Regulation setting out the health, food and residence Conditions of the Seamen” pertaining to the same issues and put into effect by the Decree of the Council of Ministers dated 7.2.1958 with the number 4/9968 passed as based on the article 31 of the Code number 6379 that is no longer in effect as a result of this Code will be applied until the regulation mentioned in the article 35 of this Code is put into effect.

Temporary Article 1 – (This is the unnumbered temporary article of the Code dated 4.7.1975 with the number 1926 and a number has been assigned for concatenation.)

The severance pay will be paid directly by the employer until code pertaining to the funds, which is to be established pursuant to the last paragraph of the article 20, is passed.

The additional temporary article 2 - (This is the unnumbered temporary article of the Code dated 10.12.1982 with the number 2762 and a number has been assigned for concatenation.)

The highest amount of the severance pay to be paid for each year will be determined by adding one fourth of the difference between seventyfive thousand TL (75 000) the amount to be calculated by multiplying the 2500 indicator with the state employee monthly wage coefficient that will be determined with the budget codes to seventyfive thousand TL until the annual ceiling amount of the severance pay and the maximum retirement bonus payment to be paid for one year to the highest ranking state employee pursuant to the Code on the Retirement Funds of the Republic of Turkey with the number 5434 are equalised.

Article 56 – This Code will be in effect as of the publishing date.

Article 57 – The provisions of this Code will be executed by the Council of Ministers.