

The Finnish Seamen's Union
The Finnish Shipowners' Association

COLLECTIVE AGREEMENT FOR PASSENGER VESSELS ENGAGED IN FOREIGN TRAFFIC

1. INTRODUCTION

This Collective Agreement concerns the wages and working conditions of deck and engine ratings and catering staff serving on traditional passenger vessels engaged in foreign traffic. The Agreement does not concern so-called ro-pax vessels or other comparable vessels unless otherwise agreed.

The provisions of this Collective Agreement shall also apply when a vessel surveyed for foreign traffic operates between ports in Finland.

An employee shall perform his or her duties properly and in accordance with law and good seamanship. Sobriety, good order, discipline, and polite behaviour are required in duty on board. The vessel and its condition must be carefully maintained. The vessel's consumables and provisions shall be used economically.

2. GENERAL AGREEMENTS

In addition to the provisions of this Agreement, the general agreements concluded between the parties and printed in a separate publication shall also apply to the vessels within the scope of this Agreement.

3. DEFINITIONS

For the purposes of this Collective Agreement

passenger vessel means a vessel which according to current regulations must be surveyed as a passenger vessel;

guaranteed wage means a wage that includes a remuneration for work performed during regular working hours and for an agreed amount of overtime work and the seniority allowances to which an employee is entitled and which is paid in each pay period regardless of whether or not the employee is required to perform the agreed amount of overtime work;

monthly earnings mean a wage that includes the guaranteed wage and other allowances and remunerations paid on the basis of this agreement;

daily wage means a wage that is calculated by dividing the guaranteed wage by 30;

work schedule means a work schedule in accordance with the Seamen's Working Hours Act, indicating the beginning and end of on-duty and off-duty shifts;

working-hour system means a list of the times when the daily working hours and rest periods included in the guaranteed wage begin and end;

shift worker means an employee whose work is divided into watches;

day worker means an employee whose work is not divided into watches and who is not a member of the catering staff;

catering staff means employees employed for the purpose of attending to the food or comfort of the crew or passengers, or performing other tasks connected with such work, clerical work or other similar duties that are not performed by the deck or engine-room units;

day means the period from 00.00 to 24.00 hours;

week means the period starting on Monday at 00.00 hours and ending on Sunday at 24.00 hours; and

public holiday means a Sunday or some other religious holiday, and the Independence Day and May Day on 1 May.

4. GENERAL

4.1 Employment

When employing employees for Finnish passenger vessels engaged in foreign traffic, shipowners shall primarily use public employment services. However, employees may be hired through other means than public employment services if the employer already has knowledge of a suitable new employee, if it is impossible to use the employment services or if there is some other weighty reason.

Each deck and engine rating and member of catering staff shall have a certificate in compliance with the act on seamen's medical examinations (*Laki laivaväen lääkärintarkastuksista*, 1171/2010) stating that he or she is fit for service at sea, a certificate of competency in compliance with the Act on Ships' Crews and the Safety Management of Ships (1687/2009), and other certificates required by legislation and regulations issued by the authorities.

If an employer has agreed to employ an employee, but no employment contract is concluded with the employee for reasons attributable to the employer, the employee is entitled to a similar compensation as in breaches of contract.

4.2 Manning agreement

The shipowner shall agree with the Finnish Seamen's Union on the number and competence of crew members employed on vessels. Prior to making a manning agreement, the shipowner shall discuss the manning with the chief shop steward. The manning agreement concluded between the shipowner and the Finnish Seamen's Union shall be put on public display on the vessel's bulletin board.

Vessel-specific manning agreements shall be based on the following principles:

- For the deck and engine room departments, the minimum safe manning document issued by the Finnish Transport Safety Agency shall serve as the basis of minimum

manning. However, when agreeing upon manning, sufficient rest periods must be ensured for crew members on watch.

- For the catering staff, the numbers for manning shall be separately specified for each department (hotel, restaurant and kitchen department etc.), and the number of passengers, level of service and safety regulations shall be taken into account in the manning.
- The flexible use of catering staff within and among different departments shall be made possible.
- It shall be possible to flexibly adapt the manning to changes in the operating environment.

Concluding or amending a manning agreement shall not lead to giving notice to an employee or terminating an employment relationship. Any possible quantitative changes to the manning shall take place as a result of natural wastage.

4.3 External labour

The employment of external labour shall only be resorted to after it has been determined whether it is possible to use the vessel's own staff to perform the tasks and how the use of external labour will affect the employment and tasks of the vessel's own staff.

4.4 Fixed-term contracts

A fixed-term employment contract may be concluded in accordance with the provisions of Chapter 1, Section 4 of the Seafarers' Employment Contracts Act if the nature of the work, the substitution of another employee, a traineeship, or some other comparable reason calling for a fixed-term contract so requires or if the employer has some other justified reason, relating to the operation of the company or the work to be performed, for concluding a fixed-term contract. The aim of this provision is to prevent the circumvention of the employee's protection against unilateral termination of employment and of the employee's benefits based on the duration of employment.

Guidelines on the application of this provision are included in the Appendix of the Collective Agreement (Appendix 10).

Guidelines on calculating fixed-term employees' days off and holiday compensation are included in the Appendix of the Collective Agreement. (Appendices 12.1 and 12.2)

4.5 Part-time employment

Part-time work entitling to partial retirement pension and partial disability pension under the seafarers' pension act (*Merimieseläkelaki*) and the partial child care leave and partial parental leave under the Seafarers' Employment Contracts Act is carried out in accordance with Appendix 9.2.

4.6 Trainees

The use of trainees shall not lead to the replacement of permanent labour.

4.7 Accommodation plans

The shipowner shall present to the Finnish Seamen's Union, the chief shop steward, special occupational safety representative, and occupational safety representative the accommodation plans of newbuildings and other new vessels and the plans on alterations and repairs to be made to the accommodation areas that will have a substantial impact on the crew's accommodation conditions.

When planning newbuildings, the plans shall allow for ensuring private accommodation for all employees.

4.8 Specific provisions concerning security guards

In carrying out his duties, a security guard acts as a person assisting the shipmaster as referred to in Chapter 13, Section 18 of the Seafarers' Employment Contracts Act.

Where possible and at least on new vessels, private accommodation for the security guard shall be ensured.

5. WORKING HOURS AND ROTATION

5.1 Relationship between the provision on working hours and the Seamen's Working Hours Act

Unless otherwise provided in this Agreement, working hours shall be arranged in accordance with the current Seamen's Working Hours Act.

5.2 Working hours included in guaranteed wage

The daily working hours included in a guaranteed wage consist of 9.5 or 10 or 10.5 hours in a calendar day and may be arranged so that during a working period, the average working time in a day is 9.5 or 10 or 10.5 hours. However, the working hours shall be at least 8 hours and at most 12 hours a day.

In exceptional cases, such as in seasonal traffic, on short routes or in the case of a special reason restricting traffic, daily working hours included in a guaranteed wage may be arranged as 8 hours of work in a calendar day.

The number of working hours included in a guaranteed wage during a working period is calculated by multiplying the daily working hours included in a guaranteed wage by the number of working days included in a working period.

All working hours included in a guaranteed wage during a working period shall be completed within the working period and may not, in full or in part, be carried over to the following working period.

5.3 Division of working hours included in guaranteed wage

The working hours included in a guaranteed wage shall be arranged in such a way as to avoid the unnecessary division of working hours into more than three parts. As regards

day workers, security guards and those keeping watch, the separate provisions concerning them shall apply.

5.4 Work performed on days of change of rotation

Work entered in the work schedule and performed on the first and last days of a working period may be considered a single working day if the work arranged on the first and last days does not actually reduce the number of days off included in the off-duty period and if the working hours included in a guaranteed wage and performed on the first and last days totals at least eight (8) hours and at most 12 hours.

In such cases, an employee shall receive overtime remuneration for work performed outside working time that is entered in the working-hour system and included in the guaranteed wage.

5.5 Rest periods and breaks

Employees other than the watch-keeping personnel shall be allowed a rest period of at least ten hours within each 24 hours (*daily rest period*) and a rest period of at least 77 hours during each period of seven days.

The daily rest period may be divided into no more than two parts so that one of the parts continues uninterruptedly for at least six hours. The time between consecutive rest periods shall not exceed 14 hours.

Provisions on including the rest periods in the relevant schedules are laid down in the Seamen's Working Hours Act.

If an employee's rest period is interrupted by calls to work, he or she shall be provided with sufficient compensating time for rest.

Rescue and fire-fighting drills and drills using other safety equipment shall, if possible, be organised outside working hours included in guaranteed wage and be conducted in a manner which causes the minimum of disturbance to employees' rest periods and which does not induce fatigue.

Breaks of less than 30 minutes are not included in the rest periods referred to above.

If an employee is required to perform work that is continuously straining or entails continuous immobility, the employee shall, when necessary, be given breaks that allow him or her to leave the work space for a short period. If work is performed at such a time of day that an employee is unable to take the meal and coffee breaks referred to in Section 5.6, he or she shall be given a ten-minute rest period at the latest after each two-hour period, and the rest period is counted as working time. After each four hours of work, the employee shall have a half-hour coffee break which is not counted as working time. This shall not apply to emergency and safety duty.

5.6 Meals and meal breaks

The employer is required to organise three meals and snacks a day for the employees. The food shall be nutritional, varied, tasty, sufficient in quantity, and high in quality.

A system of meals that is appropriate and creates as little disturbance as possible shall be planned for each vessel. The system shall be displayed in a visible location in the dining area. When necessary, meals on a vessel shall be served in several sittings (half-hour turns). If for some reason, such as special port conditions, it is necessary to deviate from the ordinary system of meals, the kitchen staff and those most closely responsible for supervising the different staff groups shall be notified as soon as possible.

Before the shipmaster approves the system of meals, the matter shall be negotiated with crew representatives in the manner referred to in the Act on Co-operation within Undertakings.

Meal and coffee breaks should be organised within the following time limits, unless there are special reasons preventing this:

breakfast / morning coffee	06.30–08.30
lunch	11.00–13.00
afternoon coffee	15.00–16.30
dinner	16.30–18.30

Meal breaks may be shortened to a minimum of half an hour and their starting times changed by a maximum of one hour.

5.7 Rotation system

A rotation system means a system in which on-duty and off-duty shifts are repeated as regularly as possible.

A so-called 1:1 rotation system means an arrangement in which equally long on-duty and off-duty shifts are repeated, and a 2:1 rotation system means a system in which an on-duty shift is twice the length of an off-duty shift.

The selection of one of the rotation systems (A, B, C and D) referred to below to be applied when a vessel operates on a specific route shall be agreed upon by the shipowner and the Finnish Seamen's Union. At the same time, they shall agree upon how the longer continuous off-duty periods included in the B and C rotation systems shall be taken into account in the rotation and what are the ensuing changes to the length of on-duty and off-duty periods.

On-duty and off-duty shifts should be organised so that they are on average two weeks long (two weeks of work and two weeks of free time), unless the employees concerned otherwise agree. However, the employer's representative shall confirm such arrangements.

A register shall be kept of the rotation system in accordance with the provisions on the working hour register in the Seamen's Working Hours Act. The rotation system shall be displayed in a suitable location where it is easily accessible.

To balance off-duty and on-duty shifts, additional labour may be employed on a vessel when necessary. The need may arise due to, for example, holidays, training, and illnesses.

An employee is entitled to take leave corresponding with the days off gained under the rotation system, if the days off have been accrued during two consecutive holiday credit

periods and if they have not been used for implementing the rotation system. The time off shall be granted at a time requested by the employee, provided that it is suitable in terms of the rotation system and other work.

5.8 Work schedule

A work schedule for the rotation system shall be prepared for six months at a time. The details concerning the implementation of the rotation system and work schedules that are shorter or longer than six (6) months are subject to a separate agreement between the employer and the shop steward representing the crew. If these negotiations do not result in a mutual understanding, the matter shall be referred to and resolved by the shipowner and the Finnish Seamen's Union.

The employer and the shop steward representing the crew may also agree on temporary changes to the work schedule if there are substantial grounds for this. The change may concern a maximum period of two (2) weeks in a calendar year. If negotiations on the changes do not result in a mutual understanding, the matter shall be referred to and resolved by the shipowner and the Finnish Seamen's Union.

An employee cannot be obliged to remain at work against his or her will during an off-duty shift marked in the work schedule.

5.9 Various rotation systems

5.9.1 System A (1:1):

Daily working hours included in the guaranteed wage: 10.5 hours.

Number of working days in a year: 165.

Annual holiday: 35 days during two consecutive holiday credit periods.

Off-duty periods and holidays are granted so that an employee shall during two consecutive holiday credit periods have at least two uninterrupted holidays, one of 18 days and the other of 17 days.

5.9.2 System B (1:1):

Daily working hours included in the guaranteed wage: 10 hours.

Number of working days in a year: 173.5

Annual holiday: 35 days during two consecutive holiday credit periods, of which 17 days may be used for rotation.

Off-duty periods and annual holiday are granted so that an employee shall during two consecutive holiday credit periods have at least one uninterrupted holiday of 18 days.

5.9.3 System C (1:1):

Daily working hours included in the guaranteed wage: 9.5 hours.

Number of working days in a year: 182.5

Annual holiday: 35 days during two consecutive holiday credit periods, and the days may be used for rotation.

5.9.4 System D (2:1):

Daily working hours included in the guaranteed wage: 8 hours.

Number of working days in a year: 220.

Annual holiday: 35 days.

Off-duty periods and annual holidays are granted so that an employee shall during two consecutive holiday credit periods have at least two uninterrupted holidays, one of 18 days and the other of 17 days.

5.10 Granting a longer off-duty period during the holiday period

One of the off-duty periods or annual holidays included in the above rotation systems shall be granted during the period from 2 May to 30 September, unless the employer and the employee agree otherwise.

5.11 Implementation of a rotation system in seasonal traffic

Based on an agreement between the shipowner and the Finnish Seamen's Union, a rotation system may be implemented in seasonal traffic so that some of the off-duty shifts are granted as free time outside the sailing season immediately after the season ends. The employment is extended in accordance with the free time granted.

5.12 Working-hour system and changes to it

The working-hour system shall be prepared well in advance; however, an employee shall receive notification of the system at the latest at the beginning of his or her on-duty period when he or she returns to work after an off-duty period. All of the working hours included in the guaranteed wage during the working period shall be entered in the working-hour system.

The working-hour system may be changed during a day included in the working period in the following ways: work may be changed to start one (1) hour earlier or later or a maximum of one (1) hour may be added between daily working hours entered in the working-hour system. The system may only be changed once a day, and the employee shall be notified of the change well in advance. If the change concerns the first period of duty of a working day included in the working period, the employee shall be notified of the change at the latest on the previous day before he or she finishes work.

5.13 Specific provisions on arranging the working hours of day workers and security guards

With the exception of interruptions caused by meal and coffee breaks and tasks related to mooring and unmooring the vessel, the daily working hours included in the guaranteed

wage of a day worker shall be arranged as an uninterrupted period between 07.00 and 22.00.

A day worker cannot be obliged to keep watch without his or her consent.

The working hours included in the guaranteed wage of a security guard may be arranged as a maximum of two periods in a day.

6. WAGE CONDITIONS

6.1 Payment of wages

Wage shall be paid from the beginning of the day on which the employee arrives at work or, if the employee has to travel from the place where the contract was made to reach the vessel, from the beginning of the day on which the employee begins the journey or, if the vessel is delayed, from the day on which the employee was due to arrive at the vessel according to the shipowner's instructions.

During the employment relationship, an employee shall be paid his or her wage once a month. This also applies to those calendar months that the employee has spent in full or in part on paid leave on shore. When an employment relationship ends, the last wage payable shall be at the employee's disposal or withdrawable without delay but at the latest on the sixth (6) working day after the end of the employment. In exceptional cases when the wage is not clear, for example, because all the information needed for calculating the amount of the wage component are not available at the end of employment, the last wage shall be at the employee's disposal or withdrawable at the latest on the tenth (10) working day after the end of the employment.

If employment begins or ends in the middle of a calendar month, the wages for such months are calculated by dividing the guaranteed wage by 30 and multiplying the result by the number of days the employee has been employed during the month.

Days off that have been accrued in accordance with the rotation system and that have not been taken by the end of employment are remunerated to the employee so that one (1) day off entitles to a cash compensation that corresponds to the wage of one (1) day.

Otherwise wages shall be paid in compliance with the provisions of Chapter 2 of the Seafarers' Employment Contracts Act and Section 15(1) of the Seamen's Annual Holidays Act.

Upon paying wages or making corrections to them, the employer shall provide the employee with an itemisation that states the amount paid and how it was calculated.

Full wages in accordance with the Seafarer's Employment Contracts Act or some other similar act refer to the monthly earnings defined above in Section 3.

6.2 Guaranteed wages

Guaranteed wages are listed in Appendix 1.

When making an employment contract, the titles used must be in compliance with the Collective Agreement.

If the adding of new titles that are not mentioned in the Agreement is considered necessary during the agreement period, the signatory parties shall first agree on the conditions concerning wages and other matters related to the title.

If the employment contract of an employee states a higher wage or better benefits than those provided for in this Collective Agreement, those benefits shall apply regardless of the provisions of this Collective Agreement, unless otherwise provided in the employment contract or agreed by the parties to the employment contract.

6.3 Seniority allowances

An employee is entitled to a seniority allowance after 3, 5, 8, 11 and 14 years of employment irrespective of the shipowner. One seniority allowance always corresponds to 3% of the guaranteed wage.

With the protocol of signature concerning the entry into force of the new passenger vessel agreement and signed on 13 February 2001, the parties have agreed on the following application guidelines on the introduction of the new seniority allowance system:

The seniority allowance system under the new agreement shall be introduced so that seniority allowances gained under the old agreement shall remain valid when the new agreement enters into force. If an employee has gained seniority allowances of more than 15% during the old agreement, he or she shall not accrue new ones during the period of validity of the new agreement. If an employee has gained seniority allowances of less than 15%, under the new agreement he or she will accrue seniority allowances in the following manner: when the employee has worked for the number of years that entails him or her to a new seniority allowance, the employee is entitled to a seniority allowance in accordance with the new system. However, the allowance shall not exceed the allowance to which the years worked would entitle the employee under the new agreement.

For instance, an employee who already receives a seniority allowance of 30%, shall receive a seniority allowance of 30% also when the new agreement enters into force. An employee who receives a seniority allowance of 15% shall maintain the allowance when the new agreement enters into force but shall no longer be entitled to new seniority allowances. An employee who receives a seniority allowance of 10%, shall after 11 years be entitled to a seniority allowance of 12%.

An employee who has under the old agreement received a seniority allowance of 20, 25 or 30% and starts working for a different shipowner during the validity of the new agreement is entitled to a seniority allowance of 20% from the new shipowner.

When calculating the time entitling an employee to a seniority allowance, shipowners under shared management are considered one shipowner.

At the beginning of an employment relationship, an employee shall present appropriate certificates for the aforementioned employment relationships for them to be taken into account.

The time entitling an employee to a seniority allowance shall be spent in employment in longer-distance traffic than inland waterway traffic (= near-coastal or further distance traffic). For the seniority allowances paid irrespective of the shipowner, time in service on foreign vessels shall also be taken into account.

The time entitling to a seniority allowance shall also include the time an employee has been on annual holiday or compensatory leave as well as the time during employment when the employee has been prevented from working for the following reasons:

- annual holiday of other employees;
- military reserve exercises or extraordinary military service, if the employee has returned to work as soon as such hindrance ended;
- an interruption referred to in Paragraph 3 of Section 3(2) of the Seamen's Annual Holidays Act;
- a medical examination referred to in the Occupational Health Care Act (1383/2001) or the act on seamen's medical examinations (*Laki laivaväen lääkärintarkastuksista*, 1171/2010) or ordered by the employer or as a result of any sickness or accident;
- maternity leave, special maternity leave, paternity leave, or parental leave referred to in the Seafarer's Employment Contracts Act;
- municipal or other public elective function or appearance as a witness in a court of law testimonial which the employee was not entitled to refuse according to the law, or refusal of which would only have been permitted for a special cause stated in the law;
- an order issued by the authorities to prevent the spreading of a disease;
- travel required by work, if these travel days are not otherwise counted as working days for the employee;
- for any other reasons if the employer is by law required to pay the employee remuneration for such time despite his absence;
- with the employer's consent, taking part in training required by the work, however so that only 30 days at a time are counted as equivalent to working days.

An employee on a passenger vessel engaged in seasonal traffic is credited with the time during which he or she has been employed in successive sailing seasons on passenger vessels in seasonal traffic. In such cases, 11 months constitute one year when calculating the seniority allowance.

If an employee's employment is terminated due to issues beyond his or her control, such as shipowner bankruptcy, going out of business, assignment of business, or reasons stated in Chapter 12, Section 4 of the Seafarer's Employment Contracts Act, the employee is entitled to include in his or her next employment relationship the seniority allowances that were effective when the previous employment was terminated.

6.4 Overtime work and remuneration

Overtime remuneration is payable for work performed outside the working hours indicated in the working-hour system and included in the guaranteed wage or outside the working hours included in the guaranteed wage during a working period.

Overtime remuneration per hour is calculated by dividing the guaranteed wage by 100.

Overtime remuneration is payable in cash or compensated as time off so that three (3) hours of overtime work corresponds to one (1) day off. Days off granted as compensation for overtime work are considered used regardless of whether the day off falls on a Saturday, Sunday or some other public holiday. When overtime work is remunerated as compensatory time off, the free time shall be granted at a time requested by the employee, provided that it is suitable for the implementation of the rotation system and other work.

6.5 Remuneration for work performed on certain public holidays

For work other than work entitling to overtime remuneration performed on Christmas Day, Good Friday, May Day and Midsummer Day, the daily wage paid is multiplied by 1.5.

6.6 Stand-by compensation

If an employee is ordered to remain on board the vessel during his or her free time for stand-by duty under Chapter 4, Section 6 of the Seafarers' Employment Contracts Act or for some other related important reason, the employee shall receive for each hour or part thereof 1/260 of the guaranteed wage.

Instead of stand-by compensation, compensation for work performed during the stand-by time is paid as overtime pay. The employer shall aim to notify the employees of stand-by duty well in advance before the end of regular working hours.

If an employee is ordered to come to the vessel during his or her free time to perform a task, the employee shall be paid a remuneration that corresponds to two hours of overtime work on a weekday if the employee is not entitled to stand-by compensation under the provisions of the first paragraph above.

If an employee is required to carry a pager or some other technical device through which he or she can be reached and called to work outside the working hours included in the guaranteed wage, the employee is entitled to compensation, as defined in the wage appendix, for each day he or she is required to carry the pager or device.

6.7 Compensation for cargo handling

If a vessel crew member exceptionally participates in the handling, securing and unfastening of cargo on board the vessel, the employee shall receive, in addition to a regular wage, for each hour of cargo handling a compensation of 1/164 of the guaranteed wage. Winch operators shall receive compensation for cargo handling if they operate winches during loading and unloading.

6.8 Catering allowance

When meals are temporarily served to people other than crew members in the crew mess with the shipowner's/shipmaster's consent, the catering assistants are paid an allowance

in accordance with Appendix 1 for each diner and for each day regardless of the number of meals served. However, the allowance is not paid for maritime pilots, customs officers, security guards or family members of the crew.

6.9 Service allowance

Unless otherwise agreed, the total sum of service allowance is 4% of all food and beverages sold and sales on board, excluding alcohol sold by the bottle in the shop.

The total service allowance sum is divided in a manner subject to a separate agreement between the shipowner and the Finnish Seamen's Union. If a mutual understanding on the manner of division cannot be reached, the matter shall be referred to and resolved by the parties to this Collective Agreement.

The minimum service allowance is listed in Appendix 1.

For those days that the vessel is not in operation due to docking or some other similar reason and there are no sales, the minimum amount of service allowance is changed in proportion to time spent in and out of operation. Thus, if a vessel is not in operation for 10 days in a month and operates 20 days in a month, the minimum service allowance is 2/3 of the current minimum service allowance specified in Section 6.9 of the wage appendix included in the passenger vessel agreement.

Service allowance paid during a sick leave does not reduce the total sum of service allowance.

6.10 Fringe benefit compensation

The compensation for fringe benefits during on-duty and off-duty shifts, annual holiday and sick leave is paid in accordance with Appendix 1.

6.11 Compensation for an employee for whom food and/or accommodation are not arranged on board a vessel

If food and/or accommodation on board the vessel are not arranged for an employee, the employer shall arrange similar benefits on land or pay reasonable compensation equal to the value of these benefits. Reasonable meal compensation is defined in Appendix 1.

Relevant accommodation expenses shall be reimbursed based on an invoice.

6.12 Sick leave, maternity leave and paternity leave

An employee is also entitled to his or her guaranteed wage during the time when he or she is entitled to sick pay under the Seamen's Act¹.

An employee entitled to maternity allowance has the right to receive wages for 78 weekdays starting from the beginning of the maternity allowance period (maternity leave).

¹ This refers to the provisions of the Seamen's Act (423/1978) in force before the entry into force of the new Seafarers' Employment Contracts Act on 8 November 2011.

An employee on paternity leave shall be paid for 12 days the difference between his wages and the paternity allowance under the Health Insurance Act.

An employee is also entitled to service allowance multiplied by 0.5 during disability due to sickness or injury. However, the service allowance is only paid after seven (7) days of sick leave, unless the disability is clearly attributable to work-related conditions. In the latter case, the service allowance is paid starting from the first day of disability.

6.13 Dirty work allowance

An employee is entitled to a dirty work allowance in accordance with Appendix 1 when he or she is required to clean or in his or her work to handle to an unusual extent vomit, faeces or other similar secretions, or blood.

In such situations, the employee's supervisors shall be contacted to determine whether the situation constitutes the aforementioned work that is subject to separate compensation.

6.14 Trainee instruction allowance

If a trainee is working on the vessel, a crew member must be assigned to provide instructions to the trainee. In addition to regular wages, the crew member is to be compensated in accordance with the wage appendix for each day when instructions were provided.

7. ANNUAL HOLIDAY

7.1 Relationship between the annual holiday provisions and the Seamen's Annual Holidays Act

Annual holiday is based on the current Seamen's Annual Holidays Act, unless otherwise agreed in this Agreement.

7.2 Holiday pay and holiday bonus during annual holiday

Holiday pay shall be calculated based on the wage the employee receives in his or her permanent employment at the time when the annual holiday begins. If the employee has during the holiday credit period temporarily worked a minimum total of one month in tasks with a higher wage, the guaranteed wage used as the basis for calculating the holiday pay or holiday compensation shall be increased proportionately.

Holiday pay is calculated by dividing by 30 the guaranteed wage or, if an employee has received allowances and wage increases under this Agreement, the guaranteed wage including the allowances and increases. The result is then multiplied by the number of holiday days and, finally, by a coefficient of 1.18.

An employee entitled to annual holiday is also entitled to receive a holiday bonus of 50% of his or her holiday pay. When calculating the holiday bonus, fringe benefits are not included. Holiday bonus is paid on the same pay day as holiday pay. If annual holiday is divided, the corresponding share of holiday bonus is paid at the beginning of each part of the holiday.

An employee who has been employed on a vessel engaged in seasonal traffic for a full sailing season is entitled to receive the holiday bonus at the end of employment.

7.3 Meal and accommodation compensation included in the holiday compensation in short employment relationships

In employment relationships of less than 14 days, the meal and accommodation compensation included in the holiday compensation is paid as follows:

1–3 days of employment compensation	0.5 x meal and accommodation
4–6 days of employment compensation	1 x meal and accommodation
7–9 days of employment compensation	1.5 x meal and accommodation
10–13 days of employment compensation	2 x meal and accommodation

8. REIMBURSEMENT OF TRAVEL EXPENSES

8.1 General

At the beginning of employment, the employer shall reimburse the employee's travel expenses in Finland for the journey from the place of residence to the vessel.

A substitute employee's travel expenses in Finland and abroad shall be reimbursed by the employer at the beginning and end of employment, based on the home–vessel–home principle. The homeward journey shall be made without undue delay.

8.2 Reimbursement of work-related travel expenses

When an employee is sent to serve on a vessel or away from the vessel, the employer shall pay the travel expenses and ensure the employee receives reasonable nutrition during journeys exceeding six hours. In such cases, relevant travel expenses shall be reimbursed based on an invoice.

If an employee is required to travel by ship or rail at night, the employee is entitled to reimbursement for a second-class berth ticket or, if there is no second class, for a berth ticket in economy or equivalent class, provided sleeping accommodation is available and has actually been used.

As regards trips at the expense of the shipowner, the chief steward is entitled to travel in the first or equivalent class when travelling by rail or ship and in tourist or economy class when travelling by plane. If the journey takes place abroad, he or she is entitled to travel in a class that in those conditions corresponds to the aforementioned class. Appropriate travel expenses shall be reimbursed based on an invoice.

When an employee uses his or her own car, the expenses shall be reimbursed according to the bus fare. The use of a taxi shall be allowed to a reasonable extent, for example up to the euro amount specified in Appendix 1, when travelling between a bus terminal, railway station or airport and port in the following cases:

- There is no bus connection.

- The employee has been asked to return to the vessel at a time of day when no public transport is available.
- The employee and the shipmaster or shipowner have agreed on the use of a taxi in advance.

The taxi fare shall only be reimbursed on the basis of a receipt or, exceptionally, some other reliable account.

8.3 Reimbursement of holiday travel expenses

An employee returning to work after an annual holiday, off-duty period in accordance with the rotation system or sick leave shall be entitled to reimbursement by the employer for a train, bus, ship or a reduced-price air ticket for the return journey from the place of residence in Finland to the vessel. When a reduced price is not available, the employee shall be reimbursed for an economy class air fare.

If the change of duty in accordance with the rotation system takes place at a time when the homeward journey or work cannot be begun immediately, the employer shall reimburse the employee for accommodation expenses or, subject to a separate agreement, taxi expenses.

8.4 Reimbursement of meeting-related travel expenses

Travel expenses incurred from participating in the Finnish Seamen's Union's Union Congress meeting as a delegate, a General Council meeting as a member of the Council or an Executive Committee meeting as a member of the Committee are reimbursed by the Finnish Seamen's Union.

9. ABSENCE

9.1 Absence due to 50th and 60th birthday

An employee whose employment has lasted an uninterrupted minimum of three years is entitled to one extra day of paid leave for his or her 50th and 60th birthday. The same benefit may be granted to an employee who has served on board a vessel in the Finnish merchant fleet for at least ten years, provided that his or her employment has continued for an uninterrupted period of six months immediately prior to the birthday.

9.2 Absence due to a wedding, sudden illness or a funeral

In case of a sudden illness of a family member, an employee is entitled to a short temporary paid leave of a maximum of three days.

An employee is entitled to a similar leave of a maximum of two days for attending the funeral of a close relative and for his or her own wedding.

The leave shall be granted on condition that it is feasible in each case considering the nature of the tasks of the employee in question.

The term close relative means an employee's spouse or cohabiting partner, registered partner, children, spouse's or cohabiting partner's children, registered partner's children,

and parents as well as the parents of an employee's spouse, cohabiting partner or registered partner, and an employee's siblings.

Cohabiting partner refers to partners who live in a shared household in a relationship resembling marriage.

9.3 Absence due to caring for a child with a severe illness

An employee whose child has a severe illness, as defined in the government decision on the allowance for the care and rehabilitation of a child with a severe illness (*Valtioneuvoston päätös vaikeasti sairaan lapsen hoitoa ja kuntoutusta varten myönnettävästä avustuksesta*, 130/85), has the right to be absent from work to participate in the care, rehabilitation, or care guidance of the child, as defined in the said government decision, after having in advance agreed on the absence with the employer.

9.4 Absence due to participating in union activities

An employee who has been elected as a delegate to the Finnish Seamen's Union Congress or as a member of the Union's General Council or Executive Committee, is entitled, subject to the provisions below, to an unpaid leave for any necessary meeting trips whenever it is possible without undue detriment.

On a case-by-case basis, it may be agreed with the employee in question that the leave thus granted can be deducted from previously accrued leave. It is also possible to use days of annual holiday for this purpose.

9.5 Relationship between absences and rotation

When an employee is unable to work during an on-duty shift because of an illness or injury and is therefore absent from work, the number of working days is reduced by one (1) for each day of absence. If the disability due to an illness or injury takes place during an off-duty shift, the number of off-duty days is reduced by one (1) for each day of illness.

The above provisions concerning disability due to an illness or injury shall also apply to other absences under a law or agreement for which the employer is required to pay wages to an employee.

If an employee has to act as a witness in a court of law or be interrogated by the police on behalf of the employer, this time shall be counted as working hours.

If the employer assigns an employee to training during the employee's off-duty period, the employee has the right to take the lost time off later. The time used for training is counted as a working day. As regards granting the days off not taken due to training, the provisions of Section 6.4 concerning the general conditions of granting time off shall also apply. This provision shall not apply to training that is mandatory under national or international legislation. In such cases, an employee is nevertheless entitled to use the lost time off later.

If an employee has, during the last two rotation system periods not exceeding a year, been absent from work for the aforementioned reasons so that the number of days worked is less than the number of days off, the employer shall not reduce from the employee's wage the time off that was not accrued under the rotation system.

10. OTHER PROVISIONS

10.1 Protective clothing

A vessel shall be equipped with a necessary amount of proper protective clothing and footwear and other protective gear for use by employees.

Uniform protective overalls with reflecting tape shall be provided at the employer's expense for all employees working in the cargo areas.

The protective clothing the employer has provided/reserved for the employees' use shall be laundered at the employer's expense or washed during working hours. When spray painting or when cleaning containers that have contained hazardous cargo or when performing other similar work, employees shall use protective masks and other protective gear provided by the employer.

10.2 Catering staff's work clothes

If the employer requires the catering staff to wear special work clothes manufactured according to the shipowner's instructions, the employer shall provide the catering staff with the required clothing

The catering staff are entitled to have the work clothes provided by the employer laundered at the employer's expense or wash the clothes during working hours. This shall also apply to the kitchen staff's own special work coats, work trousers, aprons and cook's caps.

If the employer requires the kitchen staff to wear work coats, work trousers and caps, the employer shall pay for the clothing.

10.3 Cleaning

The dishes and cutlery shall be washed and the dining area organised and cleaned after each mealtime. The washing and cleaning shall be carried out during working hours included in the guaranteed wage.

The sleeping cabins shall be organised and cleaned daily. The sleeping cabins and dining areas shall also be cleaned and washed thoroughly once a week. The work shall be carried out during working hours included in the guaranteed wage.

If the tasks referred to above cannot be performed during the working hours included in the guaranteed wage, they shall be carried out as overtime work.

Employees shall, for their part, promote cleanliness and comfort by making their own beds.

The chief steward shall supervise the cleaning tasks performed by the catering staff.

10.4 Off-duty insurance

The employer is required to insure the employees for accidents that take place during the employees' free time and sports activities aboard a vessel under the same statutory conditions that apply to occupational accident insurance. Free time granted as compensation for overtime work and holidays under the Seamen's Annual Holiday Act are also considered free time.

The employer is also required to take out additional leisure-time insurance coverage for the crew for the indemnification of injuries deliberately caused by a third party, provided that the injured party, by his or her own act, has not decisively contributed to the incident causing the injury.

If the employer has neglected these obligations, the employer shall nevertheless be responsible for ensuring that an employee or his or her assignee receives the accident indemnity provided for above.

When an employee suffers an accident, he or she must immediately report the accident to the employer or its representative which shall on request provide the employee with a certificate of receiving the notification. After an accident has taken place, the shipmaster or the shipowner shall report the accident to the relevant insurance institution without delay.

If the shipmaster or shipowner fails to report the accident to the insurance institution in time, the shipowner is responsible for ensuring that the employee receives statutory compensation for the accident.

The illness-related benefits the employee is entitled to under the Seamen's Act shall also be guaranteed in the case of an accident.

10.5 Repatriation of mortal remains

The repatriation of the mortal remains of an employee who has died in foreign traffic shall be arranged and paid for by the shipowner in accordance with the Seafarers' Employment Contracts Act.

10.6 Additional provisions concerning musicians

The following additional provisions concern musicians, soloists, disc jockeys and operators of amplification equipment (hereinafter referred to as musicians):

The maximum duration of performance time included in the guaranteed wage is 6.5 hours. For performance time that exceeds the maximum limit, musicians shall receive an increased wage which is 1/200 of the guaranteed wage for the first hour and 1/100 of the guaranteed wage for subsequent hours.

Regular working hours shall be arranged in a maximum of three periods in a day, beginning at 00.00.

If the time between work periods is less than two hours, the break is considered working time.

For each hour performed, an employee has a 15-minute break that is counted as working time.

The rotation provisions shall not apply to a musician whose employment has been agreed to last a maximum of one month.

Musicians shall be paid a uniform allowance in accordance with Appendix 1.

If the performance of a team of musicians is broadcast on radio or television, the team shall be granted an additional remuneration for that time in compliance with the collective agreements for the radio and television industry.

For each number, musicians are entitled to a paid rehearsal of at least two (2) hours.

Freight costs shall be reimbursed as appropriate similarly to homeward travel.

Music performed by a team of musicians shall not be transmitted via sound transmission equipment / television to another part of the vessel without the consent of the team.

Musicians' cabins shall be located in an area as silent as possible. Therefore, for each vessel separately, the shipowner and the team of musicians / employee in question shall agree on the location and details of the cabin at the latest within two weeks of the beginning of the employment. If the parties are unable to reach an agreement, either party may terminate the employment contract with seven days' notice.

10.7 Strike, lock-out or blockade announced in port

If in any port in which a vessel arrives or is docked a strike, lock-out or blockade has been legally decided on and announced, employees shall not be ordered to perform work under dispute apart from the work that is essential for equipping the vessel with food, fuel and other items that are absolutely necessary for departure from the port.

10.8 Principle of continuous negotiations

If one of the parties to this Collective Agreement wishes to initiate a process of amending or supplementing the Agreement, it shall present to the other party a justified written proposal to which the other party shall respond in the same manner in writing without delay.

If the parties reach an agreement on amending or supplementing the Agreement, the amendment may enter into force in a manner agreed upon by the parties despite the fact that the period of validity of the Collective Agreement has not expired.

In other respects, the negotiation procedure between the parties is subject to the provisions on the order of negotiation laid down in this Agreement.

The above provisions do not change the commitment to labour market harmony between the parties, in accordance with the Collective Agreements Act. Thus, if negotiations in accordance with the principle of continuous negotiations are inconclusive, it shall not mean that the validity of the Collective Agreement provision which the proposed amendment concerned has expired nor shall it mean the cancellation of the related commitment to labour market harmony.

10.9 Order of negotiation in individual disputes

If it has been impossible to locally settle disputes arising from the application of this Collective Agreement, for example, in accordance with the procedure referred to in the shop steward agreement, the organisations that are signatory to this Agreement shall, when either side so requests, attempt to settle the disputes through negotiations. The party that considers a settlement necessary shall present to the other party a justified written proposal to which the other party shall respond in the same manner without delay.

If either party to the Agreement considers the other party to have clearly breached this Agreement or provisions concerning seamen, no other measures shall be taken before the relevant parties have attempted to reach an understanding through negotiations.

If a dispute that has arisen from the application or interpretation of this Agreement has not been settled through negotiations, the dispute may be referred to the Labour Court.

If the issue in question does not fall within the competence of the Labour Court, the matter may be referred to a five-member arbitral tribunal, composed in the manner stated below, for proceedings and a final decision.

10.10 Arbitral tribunal

For each separate case under dispute, both of the parties to this Collective Agreement shall choose two members. The chairperson shall be a person appointed by the arbitral tribunal or, if no unanimity on the appointment can be reached, a person appointed by the National Conciliator. For each separate case, the arbitrators shall determine whether one of the parties shall pay the costs incurred by the arbitration meetings and proceedings in full or in part together with the other party and whether a party to the dispute shall be ordered to compensate the legal costs of the opposite party and what the compensation amount should be.

Applying this Agreement and the Collective Agreements Act, the arbitrators shall consider and resolve the matter in compliance with the current Arbitration Act.

10.11 Shop-floor committees and trade union branches

Shop-floor committees established by members of the Finnish Seamen's Union are entitled to hold meetings at the workplace, however, without disturbing work.

The appointed officials of trade union branches shall be entitled to visit vessels in matters concerning the members.

On vessels, announcements, meeting notices and bulletins of trade union branches may be posted on the bulletin board specified in the shop steward agreement.

10.12 Representatives of the Finnish Seamen's Union

Representatives of the Finnish Seamen's Union shall be entitled to visit vessels in professional matters and matters related to the Union. The representatives shall have a power of attorney from the Union, and the visit shall not disturb the crew's work.

If doubt arises concerning an employee's pay or other employment-related matters, the representative of the Finnish Seamen's Union shall be given all information pertinent to clarifying the case.

10.13 Assignment of a vessel and change of flag

If the shipowner assigns a vessel to another owner or changes its flag state and if the measure leads to a situation in which the employer has grounds for the termination of employment contracts in accordance with Chapter 8, Section 3 of the Seafarers' Employment Contracts Act, the co-operation negotiations between the shipowner and its employees shall aim at an agreement on a transition period that is sufficiently long and enables the employees to be re-employed.

If the negotiations do not lead to a solution that satisfies the shipowner and the employees, the matter shall be referred to the parties to the Collective Agreement.

If one of the parties to the co-operation negotiations so requests in the above situation, the parties to the Collective Agreement may also negotiate on measures that improve the shipowner's profitability and may enable the shipowner to avoid assigning a vessel or changing its flag state.

If the vessel continues to operate on the same routes after the assignment or change of flag and if an employee continues working aboard the vessel after the assignment or change of flag, the assignor is responsible for ensuring that the employee during the period of notice receives a wage that corresponds at least to the level laid down in the Collective Agreement between the parties.

If an employee does not continue working on the vessel after the assignment or change of flag and if the assignor cannot offer the employee work corresponding to his or her occupation for the period of notice and if the employee during the period of notice begins working for a third party and is therefore no longer available to the employer/assignor, the employee is nevertheless entitled to receive his or her wage for the entire period of notice provided that he or she has given a notification of the new employment before the assignor has announced any compensatory tasks.

11. PERIOD OF VALIDITY

This Agreement shall be valid from 1 February 2012 to 28 February 2014.

FRAMEWORK AGREEMENT

1 General

The Act on Enhancing the Competitiveness of Ships Engaged in Sea Transport (1277/2007) lays down some conditions on the State contributing to efforts to maintain the Finnish tonnage and seafarers' profession through financial assistance. The precondition for the subsidy is that the labour costs of vessels entered in the Register of Merchant Vessels have, in a manner agreed upon by the social partners, been set on a level that enables operating in international transport taking into account the State subsidy.

2 Vessels other than passenger vessels entered in the Register of Merchant Vessels for the first time

The labour cost savings referred to in Section 1 above, are made for vessels other than passenger vessels that are entered in the Register of Merchant Vessels for the first time through the vessel-specific agreements on the number and qualification of crew members referred to in Section 3.2 of the collective agreement for deck and engine ratings and catering staff in foreign traffic (foreign traffic agreement) and through the agreements on guaranteed wages (vessel-specific agreements) referred to in the said Section. All of the aforementioned agreements are concluded between the members of the Finnish Shipowners' Association and the Finnish Seamen's Union.

When agreeing on savings, priority attention is paid to the following matters:

- wage conditions and the related allowances and compensations;
- wage structure;
- working time provisions, including the rotation system (1:1) and remuneration of overtime;
- provisions on annual holiday, including holiday pay; and
- the number of staff on-board and other issues concerning manning and the crew.

If negotiations on labour cost savings do not lead to a solution, both parties have the right to withdraw from the provisions of the foreign traffic agreement with respect to work performed on the vessel in question; consequently, the foreign traffic agreement shall no longer apply after three (3) months from the withdrawal.

3 Passenger vessels entered in the Register of Merchant Vessels

The parties recognise that labour cost savings to be agreed upon by the social partners, as referred to in Section 1 above, have already been implemented with the agreement concerning passenger vessels engaging in foreign traffic that entered into force on 1 March 2001.

4 Reallocation of labour cost savings

If a party to a vessel-specific agreement concerning cargo vessels or a party bound by the passenger vessel agreement proposes the reallocation or rescaling of savings while this framework agreement, the foreign traffic agreement, vessel-specific agreements, or the passenger vessel agreement is in force, the proposal shall be negotiated in accordance

with the principles concerning the so-called continuous negotiation procedure separately agreed upon by the parties to the framework agreement.

5 Relation to other collective agreements

During the validity of this framework agreement, an employer that is a party to or otherwise bound by the framework agreement, the foreign traffic agreement, a vessel-specific agreement or the passenger vessel agreement shall not enter with another employee association into a new collective agreement that falls within the scope of the foreign traffic agreement, vessel-specific agreements or the passenger vessel agreement and that is less favourable for the employees than the foreign traffic agreement and the related vessel-specific agreements or the passenger vessel agreement. If an employer party referred to above makes, during the period of validity and within the scope of the above-mentioned agreements, a collective agreement with a higher adjustment of wages or other benefits that are more favourable for the employees, the foreign traffic agreement and the passenger vessel agreement are supplemented accordingly.

If the employer party had, prior to the entry into force of this framework agreement, been bound by a collective agreement conflicting with the foreign traffic agreement, a vessel-specific agreement concerning a cargo vessel or the passenger vessel agreement, the collective agreement that is more favourable for the employees shall be followed. In the event of a dispute, the matter shall be solved by the organisations signatory to this framework agreement.

6 Period of validity

This framework agreement shall be in force as a part of the foreign traffic agreement and the passenger vessel agreement in the same manner as the foreign traffic agreement and the passenger vessel agreement.