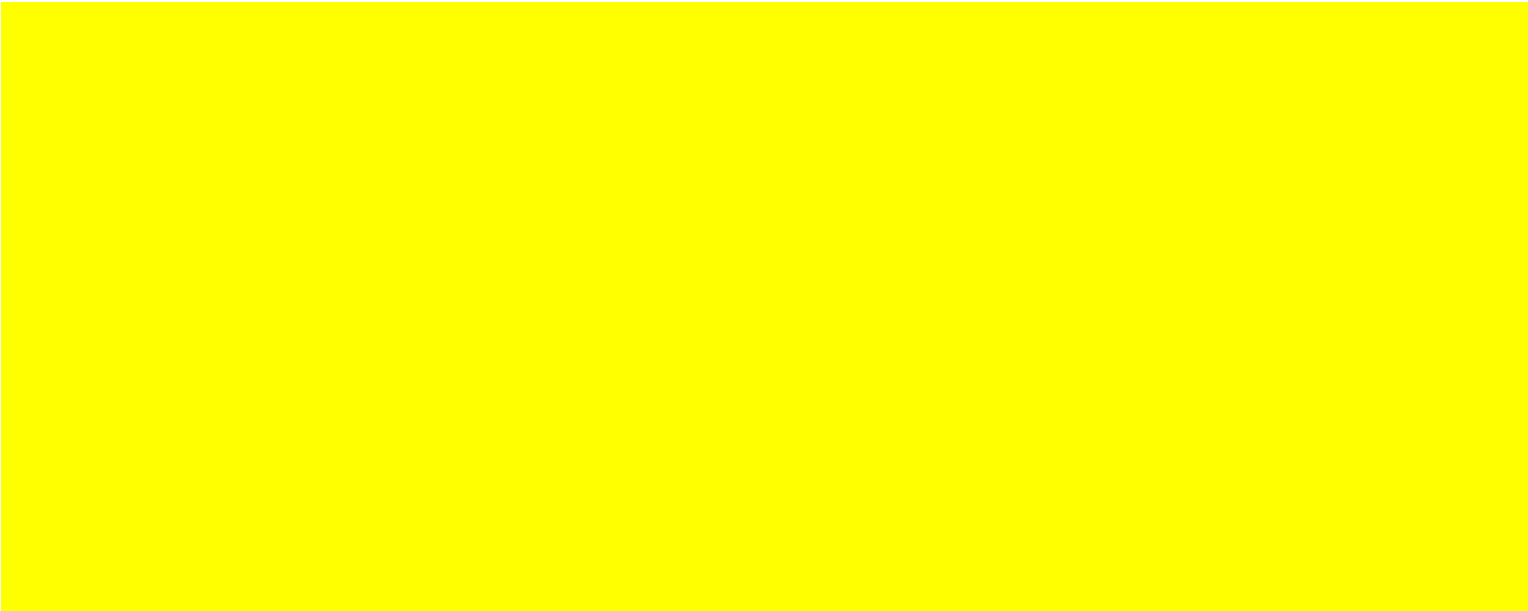




Collective Agreement for deck and engine ratings and catering staff in foreign traffic

1 February 2012 – 28 February 2014



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TABLE OF GUARANTEED WAGES
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The Finnish Seamen's Union
The Finnish Shipowners' Association

COLLECTIVE AGREEMENT FOR DECK AND ENGINE RATINGS AND CATERING STAFF IN FOREIGN TRAFFIC

1 INTRODUCTION

The Finnish Shipowners' Association and the Finnish Seamen's Union hereby conclude the following Collective Agreement that concerns the wages and working conditions of deck and engine ratings and catering staff serving on merchant vessels engaged in foreign traffic.

The provisions of this Collective Agreement shall also apply when vessels surveyed for foreign traffic operate between ports in Finland.

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

2 DEFINITIONS

For the purposes of this Collective Agreement:

cargo vessel means a merchant vessel that is not a passenger vessel;

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

basic wage means wage scale rate + qualification allowances + large vessel allowance + passenger vessel allowance

increased basic wage means basic wage + common duty allowance

monthly wage means basic wage / increased basic wage + seniority allowances + oil transport allowance + ocean allowance

monthly earnings mean monthly wage, other allowances, remunerations, and compensations for overtime, meals and accommodation.

A WORKING CONDITIONS

3 GENERAL

3.1 Staff certifications

The deck and engine ratings and catering staff employed on vessels engaged in foreign traffic are required to hold a certificate of competency that is based on the current Act on Ships' Crews and the Safety Management of Ships (1687/2009) and the Government Decree on the Manning of Ships and Certification of Seafarers (1797/2009).

3.2 Manning

The shipowner shall agree with the Finnish Seamen's Union on the number and competence of crew members and guaranteed wage agreements applicable to cargo 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. 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.

The parties agree that the employer shall, where possible and at least on new vessels, ensure private accommodation for the security guard.

Vessels of a minimum of 1,000 DWT shall have a boatswain or a deck repairman.

Vessels of a minimum of 6,000 DWT shall have a carpenter, or one of the able seamen shall be paid a carpenter's wage.

3.3 Employment

The relevant agreements between the signatory associations and specific regulatory provisions shall apply to the employment of staff on Finnish vessels engaged in foreign traffic.

With reference to the above, the Finnish Seamen's Union has announced their intention to insist on the current practice requiring that other candidates may not be employed on vessels when members of the Finnish Seamen's Union with the required competence and certificates are available.

However, the employers' associations in the maritime sector maintain that a seafarer who is a member of the crew may be employed regardless of his or her membership in the Finnish Seamen's Union.

When 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.

3.4 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 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. (Appendix 10)

3.5 Termination of an employment contract and lay-offs

Employment contracts shall be terminated and employees laid off in accordance with the related specific agreements. (Appendix 4)

3.6 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 are implemented in accordance with Appendix 9.1.

3.7 Trainees

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

3.8 Security guard

The parties note that 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.

3.9 External labour

The use of external labour shall be resorted to only 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 WORKING TIME PROVISIONS

4.1 General

Working hours in foreign traffic shall be arranged in accordance with the current Seamen's Working Hours Act, unless otherwise provided in the following provisions.

Subject to the provisions of this Agreement and the agreement referred to in Section 3.2 of this Agreement, the regular daily working hours of catering staff may be divided into no more than two parts. This limitation shall not apply to interruptions due to meal and coffee breaks.

For the purposes of these provisions:

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, engine-room or radio units;

day means the period from 00.00 to 24.00 hours;

day in port means a day when the vessel is in port;

day at sea means a day when the vessel is on voyage;

day of arrival or departure refers to a day when the vessel enters or leaves a port. When the vessel arrives and departs during the same day, working hours are determined in accordance with the last occurrence;

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

public holiday means a Sunday or another religious holiday and the Independence Day and May Day on 1 May.

4.1.1 Special provisions concerning passenger vessels

With reference to the minimum periods of rest as defined in the Seamen's Working Hours Act, employees shall be guaranteed an uninterrupted rest period of at least six hours; in addition, the aim should be to give employees an opportunity for eight hours of uninterrupted rest.

By way of derogation from the overtime provisions of the Seamen's Working Hours Act, the maximum amount of working hours during a day has been agreed to be 12 hours instead of 16 hours (this provision shall not apply to vessels / traffic areas subject to a separate agreement). Within the provisions of the Seamen's Working Hours Act, regular working hours shall be arranged so that the regular working hours from Monday to Friday are four or eight hours, unless the provisions below provide for shorter working hours.

4.2 Shift workers' working hours

4.2.1 Day at sea

- 1) The regular working hours of a shift worker shall not exceed eight hours a day and 40 hours a week.
- 2) On public holidays, shift workers may only be required to perform the work defined in paragraphs 1-7 of Section 7(2) of the Seamen's Working Hours Act.
- 3) On Easter, Midsummer, Christmas and New Year's Eves, overtime remuneration shall be granted for all work performed after 12.00, apart from necessary watch-keeping duties.
- 4) The shipmaster and the employees keeping watch are also free to agree on performing ship maintenance work during the period between 18.00 and 06.00 hours provided that the work in question does not disturb the other employees who are resting.

4.2.2 Day of arrival

- 1) The regular working hours of a shift worker shall not exceed eight hours a day and 40 hours a week.
- 2) On public holidays, shift workers may only be required to perform the work defined in paragraphs 1-7 of Section 7(2) of the Seamen's Working Hours Act.
- 3) On Saturdays and the Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day Eves, ordinary working hours shall be at least three hours but at the most eight hours. Overtime remuneration shall be granted for all work exceeding three hours, excluding work performed during a watch duty and the comparable task of mooring the vessel and the tasks related to it. After mooring, a shift worker who has, on the above grounds, worked for three hours or longer, shall not be required to perform regular ship duties.
- 4) On Easter, Midsummer, Christmas and New Year's Eves, overtime remuneration shall be granted for all work performed after 12.00, apart from necessary watch-keeping duties.
- 5) Apart from watch-keeping duties and the work related to mooring the vessel, regular working hours shall be arranged as a continuous and uninterrupted period. This limitation shall not apply to interruptions due to meal and coffee breaks.

4.2.3 Day of departure

- 1) The regular working hours of a shift worker shall not exceed eight hours a day and 40 hours a week.
- 2) On public holidays, shift workers may only be required to perform the work defined in paragraphs 1-7 of Section 7(2) of the Seamen's Working Hours Act.
- 3) On Easter, Midsummer, Christmas and New Year's Eves, overtime remuneration shall be granted for all work performed after 12.00, apart from necessary watch-keeping duties.
- 4) Apart from watch-keeping duties and the work related to mooring and making the vessel seaworthy, regular working hours shall be arranged as a continuous and uninterrupted period. This limitation shall not apply to interruptions due to meal and coffee breaks.

4.2.4 Day in port

- 1) The regular working hours of a shift worker shall not exceed eight hours a day and 40 hours a week.
- 2) Shift workers may not be required to work on a day in port that falls on a public holiday or a Saturday. (Seamen's Working Hours Act, Section 7(3).) Notwithstanding this provision, an employee may be required to work overtime in return for remuneration. (Seamen's Working Hours Act, Section 9(1).)
- 3) Regular working hours shall be arranged so that a shift worker is only required to work between 06.00 and 18.00 hours.
- 4) On Easter, Midsummer, Christmas, New Year's, Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day Eves, ordinary working time is three hours and it shall be arranged during the period between 06.00 and 12.00 hours. If the said eves fall on a Saturday, overtime remuneration is granted for the work.

4.3 Working hours of catering staff

4.3.1 Rules concerning cargo vessels

4.3.1.1 Day at sea and days of arrival and departure

- 1) The regular working hours of a catering staff employee shall not exceed eight hours a day and 40 hours a week.
- 2) Regular working hours shall be arranged so that the catering staff on board a cargo vessel do not need to be at work outside the period between 06.00 and 19.00 hours. (Seamen's Working Hours Act, paragraph 4 of Section 5(1))

4.3.1.2 Day in port

- 1) The regular working hours may not exceed eight hours a day and 40 hours a week. However, on a day in port that falls on a public holiday or a Saturday, the regular working hours of catering staff shall not exceed five hours.

- 2) The regular working hours shall be arranged so that catering staff on board a cargo vessel do not need to be at work outside the period between 06.00 and 19.00 hours, or on a public holiday or a day in port that falls on a Saturday, outside the period between 06.00 and 15.00 hours. (Seamen's Working Hours Act, paragraph 4 of Section 5(1))
- 3) On a day in port that falls on a public holiday, catering staff serving on board a cargo vessel may only be required to perform work involved in catering for the crew and passengers, any necessary waiting at table and light cleaning work. (Seamen's Working Hours Act, Section 8(2))
The parties have agreed (derogation from Seamen's Working Hours Act, Section 12(2)) that on days in port that fall on a public holiday, catering staff shall be paid 1/63 of their monthly wages for each hour worked during regular working hours.
- 4) On Easter, Midsummer, Christmas, New Year's, Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day Eves, regular working hours may not exceed five hours.

4.3.2 Provisions concerning passenger vessels

4.3.2.1 Days at sea and days of arrival and departure

- 1) The regular working hours of a catering staff employee shall not exceed eight hours a day and 40 hours a week.
- 2) Regular working hours shall be arranged so that catering staff on board a passenger vessel do not need to be at work over a period of more than 14 hours a day (Seamen's Working Hours Act, paragraph 3 of Section 5(1)).

By way of derogation from the above provision, the parties have agreed that the regular working hours of catering staff may be divided into no more than two parts during a day, so that the employees will have an uninterrupted rest period of at least eight hours a day. This requires that the matter is handled on board the vessel in the order defined in the Act on Co-operation within Undertakings.

4.3.2.2 Day in port

- 1) The regular working hours may not exceed eight hours a day and 40 hours a week. However, on a day in port that falls on a public holiday or a Saturday and when there are no passengers on board, the regular working hours of catering staff shall not exceed five hours.
- 2) Regular working hours shall be arranged so that catering staff on board a passenger vessel do not need to be at work over a period of more than 14 hours a day (Seamen's Working Hours Act, paragraph 3 of Section 5(1)). However, when there are no passengers aboard a passenger vessel on a day in port, the period referred to above shall not exceed 12 hours and shall end before 19.00 on any weekday other than a Saturday and before 15.00 on any public holiday or Saturday. (Seamen's Working Hours Act, Section 5(2).)

- 3) On a day in port that falls on a public holiday and when there are no passengers on board, an employee may only be required to perform work involved in catering for the crew and passengers, any necessary waiting at table and light cleaning work. (Seamen's Working Hours Act, Section 8(2).)
The parties have agreed (derogation from Seamen's Working Hours Act, Section 12(2)) that on days in port that fall on a public holiday, catering staff shall be paid 1/63 of their monthly wages for each hour worked during regular working hours.
- 4) On Easter, Midsummer, Christmas, New Year's, Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day Eves, regular working hours may not exceed five hours.

4.3.2.3 Working hours of security guards

The regular working hours of a security guard shall not exceed eight hours a day and 40 hours a week. During days at sea and in port and days of arrival or departure, regular working hours may be arranged in two parts.

4.4 Working hours of day workers

4.4.1 Day at sea

- 1) The regular working hours of a day worker shall not exceed eight hours a day and 40 hours a week. (NB: Section 5).
- 2) On All Saints' Day, day workers shall not be required to perform ship duties as regular work.
- 3) On Easter, Midsummer, Christmas and New Year's Eves, overtime remuneration shall be granted for all work performed after 12.00. (Working hours correspond to the length of mornings on normal weekdays, e.g. 07.00–08.00 and 08.30–12.00 = 4.5 hours.)
- 4) The regular working hours shall be arranged so that day workers do not need to be at work on a day at sea outside the period between 06.00 and 18.00 hours.
- 5) On a day at sea that falls on a Saturday, day workers' working time lasts three hours and the working hours shall be arranged during the period between 06.00 and 12.00 hours. The foregoing overtime work shall be remunerated with a special compensation in accordance with Section 14 of the Seamen's Working Hours Act.
- 6) In addition to the provisions in Section 5, day workers are entitled to compensation when they, based on agreement, work for more than three hours on a Saturday. Based on agreement, day workers may work up to eight hours on public holidays provided they are remunerated with compensation.

4.4.2 Day of arrival

- 1) The regular working hours of a day worker shall not exceed eight hours a day and 40 hours a week. (NB: Section 6).
- 2) Apart from mooring the vessel, regular working hours shall be arranged as a continuous and uninterrupted period. This limitation shall not apply to interruptions due to meal and coffee breaks.
- 3) On Epiphany, Good Friday, May Day, Ascension Day and All Saints' Day Eves, regular working hours shall not exceed eight hours. Overtime remuneration shall be granted for all work exceeding three hours, apart from mooring the vessel and the related work. If the vessel arrives before 12.00, regular working hours shall be arranged during the period between 06.00 and 12.00, and if the vessel arrives after 12.00, during the period between 06.00 and 18.00.
- 4) On Easter, Midsummer, Christmas and New Year's Eves, overtime remuneration shall be granted for all work performed after 12.00.
- 5) On All Saints' Day, day workers shall not be required to perform ship duties as regular work.
- 6) On a day of arrival that falls on a Saturday, day workers' working time lasts three hours and the working hours shall be arranged during the period between 06.00 and 12.00 hours. The aforementioned overtime work shall be remunerated with a special compensation in accordance with Section 14 of the Seamen's Working Hours Act.

4.4.3 Day of departure

- 1) The regular working hours of a day worker shall not exceed eight hours a day and 40 hours a week. (NB: Section 5).
- 2) Apart from the work related to unmooring and making the vessel seaworthy, regular working hours shall be arranged as a continuous and uninterrupted period. This limitation shall not apply to interruptions due to meal and coffee breaks.
- 3) On Easter, Midsummer, Christmas and New Year's Eves, overtime remuneration shall be granted for all work performed after 12.00.
- 4) On All Saints' Day, day workers shall not be required to perform ship duties as regular work.
- 5) On a day of departure that falls on a Saturday, day workers' working time lasts three hours. The foregoing overtime work shall be remunerated with a special compensation in accordance with Section 14 of the Seamen's Working Hours Act.

4.4.4 Day in port

- 1) The regular working hours of a day worker shall not exceed eight hours a day and 40 hours a week.
- 2) On All Saints' Day, day workers shall not be required to perform ship duties as regular work.
- 3) Overtime remuneration shall be paid for work performed on days in port that fall on a Saturday.
- 4) On a day in port, regular working hours shall be arranged so that day workers do not need to be at work outside the period between 06.00 and 18.00 hours.
- 5) On Easter, Midsummer, Christmas, New Year's, Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day Eves, ordinary working time is three hours and it shall be arranged during the period between 06.00 and 12 hours, except when the aforementioned eves fall on a Saturday, in which case overtime remuneration shall be paid for the work performed.

4.4.5 Day workers' working hours on public holidays and Saturdays on passenger vessels

To enhance the rotation system, day workers on passenger vessels shall also be given the opportunity to work eight hours on public holidays, eves and Saturdays provided they are remunerated with compensation. Such working hours shall be arranged in no more than two parts during a day. However, deck ratings shall not be required to perform ship maintenance work, e.g. chipping of rust, painting and other comparable tasks, as ordinary ship duties during the period between 18.00 and 06.00.

4.4.6 Day workers' shift work

- 1) When a day worker has been assigned watch duties for a period shorter than a day, the provisions on seamen's working hours regarding day workers shall apply to the day worker's regular working hours.
- 2) After the vessel arrives in port, an employee who works as a shift and day worker on alternate voyages shall, in terms of compensation provisions, maintain the position he or she had when the vessel arrived until a new voyage from the port begins.

4.5 Watch-keeping in port

Notwithstanding the above provisions on the arrangement of working hours, the regular working hours may also be arranged during the period between 18.00 and 06.00 hours for the purpose of watch-keeping in port on any other weekday than Saturday. (Seamen's Working Hours Act, Section 5(3).)

4.6 Overtime remuneration

4.6.1 Overtime remuneration proper (Seamen's Working Hours Act, Section 13)

4.6.1.1 Overtime compensation payable in cash

The hourly overtime compensation payable in cash for overtime worked on a weekday shall be at least 1/102 of the employee's monthly wage and for overtime worked on a public holiday at least 1/63 of the employee's monthly wage.

4.6.1.2 Bases for remuneration

The overtime remuneration shall be determined on the basis of monthly wage. (= basic wage / increased basic wage and possible seniority allowances. When employees are paid an ocean allowance and/or oil transport allowance, these allowances shall also be taken into account when determining the amount of overtime remuneration.)

4.6.1.3 Conversion of overtime into free time

See Rotation system (Section 5).

4.6.2 Overtime remuneration in the form of compensation

4.6.2.1 Statutory compensation (Seamen's Working Hours Act, Section 12(2))

For work performed during regular working hours on a Saturday, Midsummer Eve, Christmas Eve when it falls on a weekday, and on a public holiday, an

employee is entitled to compensation that corresponds to the time used for work.

4.6.2.2 Provision on working hours

The regular working hours of an employee shall not exceed 40 hours in a week (from Monday to Friday) so that the part exceeding 38 hours (two hours) is remunerated in the form of compensation.

4.6.2.3 Additional compensation

1) Day at sea

In addition to the statutory compensation, an employee is entitled to an additional compensation of eight hours per day at sea that falls on a public holiday.

2) Day of arrival and/or departure

On days of arrival and departure that fall on a public holiday, additional compensation shall be granted for an hour per each three-hour period or part thereof that the vessel is at sea.

When a cargo vessel's arrival and departure both fall on a public holiday, the time in port shall be treated as time at sea if an employee on duty is prevented from leaving the vessel.

On passenger vessels, on days of arrival and/or departure that fall on a public holiday, time in port shall be treated as time at sea if an employee on duty is prevented from leaving the vessel.

Time at sea is considered to begin when a vessel is cast off for departure from the port berth where it was moored, or if the vessel has been moored somewhere else than at a berth, time at sea is considered to begin when the vessel casts off from such other location. Time at sea is considered to end when a vessel is moored in the above-mentioned locations or when a vessel is at anchor provided it is possible to go ashore from the vessel.

If the vessel stays in the afore-mentioned location for no more than three hours, the formation of additional compensation is not interrupted.

4.6.3 The use of statutory and additional compensation

When previously earned compensation is used in the form of free time on shore, a maximum of eight hours is deducted from the compensation for each weekday off other than a Saturday.

When the compensation earned is granted in the form of free time in port, the compensation shall be granted in periods of four or eight hours.

However, on Epiphany, Good Friday, May Day, Ascension Day, Independence Day and New Year's Eves, no more than three hours shall be deducted from the compensation.

When the aforementioned days off are used, the provisions of the Seamen's Annual Holidays Act (433/1984) regarding the port in which holiday shall be granted and the notifications given to employees about the dates of holiday shall apply where appropriate. However, this shall not apply to compensation under paragraph 2 of Section 14(1) of the Seamen's Working Hours Act that shall, in addition to the rotation system, be granted as free time in port in the employee's home country or, subject to agreement to that effect, in a foreign port, for which purpose the free time shall be at least as long as the hours of work entitling the employee to compensation.

4.6.4 The payment of statutory and additional compensation

If it is agreed that the compensation is payable in cash, the compensation shall amount to at least 1/164 of an employee's monthly wage for each hour.

When employment ends, all unpaid compensations shall be paid so that one day's wage is paid for each 6.5 hours that entitle the employee to compensation.

4.6.4.1 Bases for remuneration

When an employee has during his or her employment performed work that entitles to a higher wage scale rate, the employee shall in situations referred to in paragraphs 1 and 3 of Section 14(1) of the Seamen's Working Hours Act be remunerated with compensation that is based on the wage of the title corresponding to the work in which the employee has earned the compensation.

When calculating the compensation, account shall be taken of the same allowances as those included when calculating holiday pay. When an employee has been entitled to allowances only for a part of the time, the allowances will be taken into account in proportion to the allowances paid during the time.

4.7 Meals, meal times and 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 of a high quality.

The social partners in the maritime sector consider it necessary that meal and coffee breaks should be organised in ports within the following time limits, unless there are special reasons preventing this:

breakfast / coffee breakfast	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 a half an hour and their starting times changed by a maximum of one hour. The meal system shall be drafted jointly by the representatives of the vessel's different departments and the chief steward and approved by the shipmaster, and it shall be displayed in a visible location in the dining area.

Those in charge of supervising work on the vessel and the chief steward shall together, when necessary, plan a meal system that is appropriate and creates as little disturbance as possible, and they shall also communicate the meal breaks to the vessel's shopkeepers, stowage personnel etc. When necessary, meals should be served in several sittings (half-hour turns). If for some reason (e.g. special port conditions) it is necessary to deviate from the ordinary meal system, the kitchen staff and those most closely responsible for supervising the different staff groups shall be notified as soon as possible.

If an employee is required to work overtime during the period between 18.00 and 06.00, the employee shall have a ten-minute break after every two hours of work and the break shall be counted as working time. After every four hours of work, the employee shall have a half-hour coffee break that is not counted as working time. This shall not apply to emergency and safety duty.

If a cargo vessel arrives in port on a public holiday or an eve of a public holiday and the vessel berths before 10.00, afternoon meals are served according to the same procedure as on public holidays or on the eves of public holidays when the vessel is in port. This shall also apply to anchorages and berths where the vessel is loaded or unloaded.

The Seamen's Working Hours Act includes provisions on minimum periods of rest, entering the rest periods in the relevant registers, and participation in fire-fighting, rescue and other safety drills.

4.8 Estimated time of departure of a vessel

The time of departure of a vessel shall be notified on a notice board or display located near the shore gangway, if possible at least four hours before the estimated time of departure. However, this provision shall not apply to vessels that operate a scheduled service.

5 ROTATION SYSTEM

5.1 General

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

The employer drafts a detailed proposal for the implementation of the rotation system, and the employer's representative and the crew's representative / shop steward shall agree on the proposal in accordance with the provisions below.

If the employer and the crew are unable to reach a consensus on the rotation system, the matter shall be resolved in negotiations between the parties to the Collective Agreement, in accordance with the negotiation procedure laid down in the Collective Agreement.

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 agreed rotation system shall also be displayed in a suitable location where it can be seen by those whom it concerns.

5.2 Rotation on cargo vessels

- 1) The minimum ratio used in the implementation of the rotation system shall be 2:1 - 1:1 (time unit of work : time unit of free time). The implementation of the rotation system shall take account of the vessel's service schedule and traffic area which means that work should be arranged so that an on-duty shift lasts no more than four to five months. Derogations from this are allowed if an employee suffers from an unexpected illness, starts studying or completes compulsory military training or if some other comparable event takes place. Derogations are also allowed when a vessel is in an overseas port and is due to arrive in a port from which the journey home is less costly or easier to arrange.

To implement the rotation system, the use of overtime hours accumulated during the pay period or the working period preceding an off-duty period and holiday days that have been accumulated and become due on the basis of the Seamen's Annual Holidays Act and the Collective Agreement shall be allowed in addition to the use of statutory compensation, additional compensation and compensation based on shortened working hours. However, such compensation shall be granted in accordance with the provisions of the Seamen's Working Hours Act.

- 2) The regularity of the rotation system may vary depending on the season, the type of the vessel, and the route, but the aim shall nevertheless be to divide compensations and annual holidays into sensible periods, taking into account the vessel's location and the employees' possible homeward journeys.
- 3) Overtime remuneration shall be payable in cash or, subject to the employee's consent, granted in the form of free time. If the rotation system so requires, overtime hours may be converted into compensation. In such cases, one hour of overtime work on a weekday shall correspond to 1.4 hours of free time and one hour of overtime work on a public holiday to 2.0 hours of free time.

- 4) If the off-duty shift of a Finnish employee begins in a foreign port and the journey to Finland requires more than 12 hours of travelling, the off-duty shift is considered to begin at 24.00 on the day following the day on which the journey begins. In other cases, the off-duty shift is considered to begin at 24.00 on the day on which the journey begins. Unless otherwise agreed, an employee shall return to work after an off-duty shift so that he or she can begin the journey back to the vessel within his or her regular working hours.

5.3 Rotation on passenger vessels

5.3.1 General

- 1) A 1:1 rotation system shall be followed on the vessel. In the rotation system, an off-duty shift is as long as an on-duty shift.
- 2) To implement the rotation system, the use of overtime hours accumulated during the pay period or the working period preceding an off-duty period and holiday days that have been accumulated and become due on the basis of the Seamen's Annual Holidays Act and the Collective Agreement shall be allowed in addition to the use of statutory compensation, additional compensation and compensation based on shortened working hours. However, such compensation shall be granted in accordance with the provisions of the Seamen's Working Hours Act. When overtime is converted into free time, one hour of overtime work on a weekday shall correspond to 1.4 hours of free time and one hour of overtime work on a public holiday to 2 hours of free time.
- 3) Those hours of overtime work that are not needed to implement the rotation system are remunerated in accordance with the overtime remuneration provisions of this Collective Agreement (Section 4.6.1.1). On an employee's request, these overtime hours shall be converted into free time in accordance with Section 5.3.1.2. Granting such additional free time shall not create a need for additional labour.
- 4) To balance off-duty and on-duty shifts, additional labour may be employed when necessary. The need may arise due to, for example, holidays, training, and illnesses.
- 5) The parties recommend that the 1:1 rotation system be implemented through periods that do not on average exceed two weeks (two weeks on duty : two weeks off duty). Derogations from this are allowed based on a mutual agreement between the relevant employees. However, the employer's representative shall confirm such arrangements.

5.3.2 Miscellaneous provisions concerning SEASONAL TRAFFIC

- 1) A 1:1 rotation system will be followed on vessels engaged in seasonal traffic. The rotation system may be implemented so that the on-duty shift is longer than the off-duty shift; however, the duration of an on-duty shift shall not exceed 14 days, and the combined total duration of the off-duty shifts shall be equal to the duration of the on-duty shifts. During the sailing season, a rotation system of at least 2:1 shall be applied.

- 2) If the parties so agree, the rotation system may be implemented by granting some of the off-duty shifts as free time outside the sailing season as soon as the season ends by prolonging the employment. For this purpose, the following may be used:
- a. statutory and additional compensations, compensations based on shortened working hours, and holiday days that have accumulated and become due on the basis of the Seamen's Annual Holidays Act and the Collective Agreement;
 - b. overtime hours that are not needed to implement the rotation system, converted to free time so that one hour of overtime work on a weekday corresponds to 1.4 hours of free time and one hour of overtime work on a public holiday corresponds to 2.0 hours of free time.

6 ABSENCE

6.1 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.

6.2 Sudden illness, funeral and employee's own wedding

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. A similar leave of a maximum of two days shall also be granted to an employee for attending the funeral of a close relative and for his or her own wedding.

In the situations referred to in this Section, 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.

6.3 Care of a child with a severe illness

An employee whose child has a severe illness as defined in the government decision (130/85) (on the allowance for the care and rehabilitation of a child with a severe illness) has the right to be absent from work to participate in the care, rehabilitation, or care guidance of a child, as defined in the said government decision, after having in advance agreed on the absence with the employer.

6.4 Participation in union activities

If a member of the Finnish Seamen's Union is elected as a delegate to the Union Congress or as a member of the Union's General Council or Executive Committee, the employer shall, subject to the provisions below, grant the employee unpaid leave for any necessary meeting trips whenever it is possible without undue detriment.

In each case separately, an agreement may be made with the employee in question to deduct the leave granted from previously earned compensations or other free time. It is also possible to use days of annual holiday for this purpose.

6.5 Maternity and paternity leave

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).

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.

7 PROVISIONS CONCERNING ANNUAL HOLIDAY

7.1 General

Annual holiday is accrued in accordance with the Seamen's Annual Holiday Act (433/84) as subsequently amended.

After employment exceeding five years, the duration of annual holiday is 16 working days for a full holiday credit period.

An employee who has been employed for 60 months on the same shipowner's or group's passenger vessels engaged in seasonal traffic is entitled to 2.67 working days of annual holiday for each holiday credit month.

7.2 Holiday pay

Holiday pay shall be calculated based on the wage the employee receives 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 scale rate, the holiday pay / holiday compensation shall be increased proportionately.

The holiday pay comprises the wage scale rate and any qualification and seniority allowances. The holiday pay will also include oil transport allowance, ocean allowance, uniform allowance, passenger vessel allowance, large vessel allowance, common duty allowance and war risk zone allowance in proportion to the amounts paid during the holiday credit period.

Service allowances paid per on-duty shift on passenger vessels shall also be taken into account when calculating the holiday pay.

Any other relevant provisions of this Collective Agreement shall apply to the compensation of fringe benefits during annual holidays. (24.2)

7.3 Holiday bonus

An employee entitled to annual holiday based on the Seamen's Annual Holiday Act receives 50% of his or her holiday pay as a holiday bonus (when calculating the holiday bonus, fringe benefits are included).

The holiday bonus is calculated based on the increased daily wage (Section 13(2) of the Seamen's Annual Holiday Act) and fringe benefits that have not been increased.

Holiday bonus is paid on the same pay day as holiday pay.

If annual holiday is divided, the corresponding amount of holiday bonus is paid at the start of each holiday period in accordance with the above provisions.

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

8 TRAVEL

8.1 General

At the beginning of employment, the employer shall reimburse 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 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. Relevant 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 (see the appendix on wages) 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 be reimbursed only on the basis of a receipt or, exceptionally, some other reliable account.

8.3 Holiday travel

An employee returning to work after an annual holiday, compensatory free time, a rotation system off-duty shift or sick leave is 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.

Unless otherwise provided in the Seamen's Annual Holiday Act, an employee is entitled to a free homeward journey if he or she has made a written agreement with the shipowner to return to work on a vessel engaged in cross-trade traffic at the shipowner's expense after his or her annual holiday. Reasonable accommodation and food expenses during the journey are reimbursed based on invoices.

Unless the employer and an employee have made some other agreement in advance, a cargo vessel employee returning to work after an annual holiday, compensatory free time, an off-duty shift as referred to in the rotation system or a sick leave shall be reimbursed the taxi fare between the bus terminal, railway station or the airline city terminal (or airport if that is closer) in the place where the employee is returning to work and the port or the employee's home in his or her place of domicile in the following situations:

- There is no public transport connection available between the aforementioned places.
- The employee has been asked to return to the vessel at a time of day when no public transport is available.

The taxi fare shall be reimbursed only on the basis of a receipt or, exceptionally, some other reliable account. The maximum reimbursement is stated in the appendix on wages.

If the change in accordance with the rotation system takes place at a time when an employee cannot immediately begin his or her homeward journey, the employer shall reimburse the accommodation expenses.

8.4 Travel to meetings

The Finnish Seamen's Union shall pay any travel expenses incurred by a Union member who has been elected as a delegate to the Union Congress or as a member of the General Council or the Executive Committee of the Union.

9 CLOTHING

9.1 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.

At the employer's expense, uniform protective overalls with reflecting tape shall be provided for all employees working in the cargo areas of passenger and ro-ro ships.

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.

9.2 Catering staff's work clothes

On passenger vessels and vessels on which the employer requires the catering staff to wear special work clothes manufactured according to the shipowner's specific 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 CLEANING

The dishes and cutlery shall be washed and the dining area organised and cleaned after each mealtime. An opportunity for the washing and cleaning shall be provided during regular working hours.

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.

These tasks are performed during regular working hours.

If the tasks referred to in this Section cannot be performed during regular working hours, they shall be carried out as overtime work for statutory overtime remuneration. The said tasks are not considered overtime work if they are performed on a public holiday by an employee on watch duty.

It is recommended that employees 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.

11 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. Compensatory free time 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 referred to 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.

12 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.

13 ADDITIONAL PROVISIONS CONCERNING MUSICIANS

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

1. Working hours
 - a) Regular working hours shall not exceed eight (8) hours a day. During these hours, the maximum duration of performance time is 6.5 hours, and overtime remuneration shall be payable for the exceeding time.
 - b) The regular working hours shall be arranged in a maximum of three periods in a day, beginning at 00.00.
 - c) If the time between work periods is less than two hours, the break is considered working time.
 - d) For each hour performed, an employee has a 15-minute break that is counted as working time.
2. The rotation provisions shall not apply to a musician whose employment has been agreed to last a maximum of one month.
3. Uniform allowance shall be paid in accordance with Appendix 1.
4. 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.

5. For each number, musicians are entitled to a paid rehearsal of at least two (2) hours.
6. Freight costs shall be reimbursed as appropriate similarly to homeward travel.
7. Music performed by the team of musicians shall not be transmitted via sound transmission equipment / television to another part of the vessel without the consent of the team.
8. If reasonable, musicians' cabins should 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.

14 STRIKE/LOCK-OUT/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.

15 NEGOTIATION PROCEDURE

15.1 Negotiations between the parties

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 organisation representing 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 signatory organisations 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 shall be referred to the Labour Court.

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

15.2 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 on by the parties despite 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 or nor shall it mean the cancellation of the related commitment to labour market harmony.

15.3 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.

16 UNION ACTIVITIES

16.1 Shop-floor committees / 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.

16.2 Representatives

Representatives of the Finnish Seamen's Union shall be entitled to visit vessels in professional and union matters. 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 contested case.

17 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.

B WAGE CONDITIONS

18 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, an employee's wage is paid as a monthly wage. 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.

The wage shall also be paid as a monthly wage for those months that the employee has spent in full or in part on paid leave on shore.

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

Otherwise the wages shall be paid in compliance with the provisions of Chapter 2 of the Seafarers' Employment Contracts Act and Section 13 and Section 15(1) of the Seamen's Annual Holidays Act.

Whenever the vessel is in port, the employees are, under Chapter 2, Section 20 of the Seafarers' Employment Contracts Act, entitled to receive their wages once a week within the limitations laid down in the said Act. If possible, such payment of wages shall be made before 12.00 on days when the employee has a half-day leave in accordance with current provisions.

Upon paying wages or making corrections to them, the employer must 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 wage defined above in Section 2.

19 WAGES OF MISSING CREWMAN

See Appendix 2.

20 WAGE SCALE RATES

20.1 General

- 1) When making an employment contract, the titles used must be in compliance with the Collective Agreement.
- 2) However, 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.
- 3) If the wage of an employee to whom this scale applies is above the wage defined in a new wage scale when the new scale enters into force, the employee's wage shall not be decreased.

20.2 Miscellaneous bases for wages

One of the motormen (not applicable to electricians) shall be paid at the minimum the wage of a donkeyman.

If a tank vessel does not have a pumpman, the crew member who performs the tasks of a pumpman shall be paid the wage of a pumpman.

If a day motorman is employed on a vessel, he or she shall be paid at least the wage of a motorman. When the day motorman is required to have turnery or welding skills, he or she shall be paid the wage of a repairman.

If a vessel of 6,000 DWT does not have a carpenter, one of the able seamen shall be paid the wage of a carpenter.

On a vessel that does not have a chief steward / cook steward, the cook shall be considered a cook steward with regard to the terms of contract.

20.3 Wages on cargo vessels

(See Appendix 1.)

20.4 Wages on passenger vessels

(See Appendix 1.)

21 ALLOWANCES

21.1 Seniority allowance

An employee is entitled to a seniority allowance of 5% of the basic wage after 3, 5, 8, 11, 14 and 17 years of uninterrupted employment with the same shipowner.

The first four seniority allowances are paid irrespective of the shipowner to an employee who has been employed for at least 3, 5, 8 or correspondingly 11 years.

When calculating the later seniority allowances linked to the shipowner, only a maximum of 11 years of employment is taken into account irrespective of the shipowner.

Catering staff employees receive the first four seniority allowances irrespective of the shipowner provided that they have been employed in a vessel catering department for at least 3, 5, 8 or respectively 11 years. When calculating the later seniority allowances that are linked to the shipowner, only a maximum of 11 years of employment in a vessel catering department is taken into account irrespective of the shipowner.

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

If an employee is re-employed by a shipowner, his or her previous uninterrupted period of employment with the said shipowner shall be taken into account in the seniority allowance calculations.

For the above-mentioned seniority allowances paid irrespective of the employer, an employee shall present the relevant certificates in order to have those periods taken into account.

21.1.1 Time entitling to seniority allowance

The time entitling 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 time during employment when the employee has been prevented from working for the following reasons:

- 1) annual holiday of other employees;
- 2) military reserve exercises or extraordinary military service, if the employee has returned to work as soon as such hindrance ended;
- 3) an interruption referred to in paragraph 3 of Section 3(2) of the Seamen's Annual Holiday Act;

- 4) 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;
- 5) maternity leave, special maternity leave, paternity leave, or parental leave referred to in the Seafarer's Employment Contracts Act;
- 6) 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;
- 7) an order issued by the authorities to prevent the spreading of a disease;
- 8) travel required by work, if these travel days are not otherwise counted as working days for the employee;
- 9) for any other reasons if the employer is by law required to pay the employee remuneration for such time despite of his absence;
- 10) 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.

21.1.2. Interruptions in an employment relationship

21.1.2.1 Seasonal traffic

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

21.1.2.2 Interruptions due to reasons beyond the control of the employee

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.

21.2 Oil transport allowance

10% of the basic wage on board container ships that transport fuel oil, crude oil or lubricating oil and/or comparable substances. The allowance is also paid on board container vessels transporting compressed or liquefied gases, gases dissolved under pressure, flammable liquids, substances that may self-ignite and create flammable gases when in contact with water, organic peroxides, oxidising substances, toxic substances, pollutants or other hazardous substances.

When the vessel is in port, the allowance is paid for no more than 20 days after the day of arrival. However, the allowance is always paid for the time the vessel is fully or partially loaded and has to remain in port and/or roadstead.

21.3 Ocean allowance

On vessels engaged in ocean traffic, an ocean allowance is paid in accordance with Appendix 1.

The allowance is paid

- a) for all vessels that are regularly in route traffic to overseas ports for the entire work period; however, the allowance is paid for a maximum of 20 days for a time period when the vessel is not in operation due to repairs or other reasons;
- b) for other vessels travelling to overseas ports, the allowance is paid starting from the day when the vessel departs the last loading or unloading port in the European traffic area and heads to ports overseas and until the day the vessel arrives at the first loading or unloading port in the European traffic area and no more than 20 days after this. If, however, a vessel described above makes two or more continuous trips in overseas traffic, the allowance is paid as above also for the time in port after returning from the first trip. In this regard, repair and unrigging ports are comparable to loading and unloading ports. The aforementioned allowance shall also be paid if the vessel operating in the Arctic Ocean has arrived at a port east of 45° E longitude.

European traffic refers to traffic outside of the Baltic Sea to ports in the White Sea, 11° W longitude in the West and the Mediterranean and its waters, but no further than Suez.

21.3.1 Increased ocean allowance

When a vessel operates exclusively between ports in North and/or South America and within the area limited to 30° W longitude, 60° S latitude and 170° W longitude, the basic wages are paid at 125% for the time the vessel operates within the aforementioned area.

The increased allowance is paid starting from the day when the vessel is within the abovementioned area and begins to load for another port inside the area to the day the vessel departs the last port within the area.

21.4 Large vessel allowance

On vessels of a minimum of 30,000 DWT, the basic wage of ratings (boatswain, carpenter, pumpman, electrician and repairman, turner and donkeyman) is 2.5% higher and on vessels of a minimum of 80,000 DWT 5% higher than the corresponding wage scale rate.

21.5 Common duty

Employees employed for common duty are entitled to a basic wage increased by 10%. (Wage including the common duty allowance is stated in the wage scale table.)

21.6 Cook steward's qualification allowance

A cook steward with a chief steward's certificate is entitled to a basic wage that is 10% higher than the wage scale rate.

In addition to the above, a cook steward with a chief steward's certificate is entitled to a qualification allowance on top of the basic wage, in compliance with Appendix 1.

21.7 Steward's uniform allowance

If a uniform is to be worn, an allowance in accordance with Appendix 1 is to be paid on vessels engaged in regular traffic. The use of a so-called patrol uniform (*patrullipuku* in Finnish) or a similar piece of clothing does not entitle one to a uniform allowance.

If a steward is required to wear badges or insignia, the shipowner shall provide them free of charge.

21.8 Shipowner allowance on passenger vessels

The deck and engine-room ratings shall be paid a shipowner allowance in accordance with Appendix 1. (The shipowner allowance has been included in the wage scales in Section 20.4.1)

22 MISCELLANEOUS COMPENSATIONS

22.1 Stand-by compensation

- a) 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 the following compensation:

on a weekday	1/320 of the monthly wage and
on a public holiday	1/160 of the monthly 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 the stand-by duty well in advance before the end of regular working hours.

- b) If an employee is ordered to come to the vessel during his or her free time to perform a task, the employee shall be remunerated for 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.
- c) If a deck and engine-room rating on a cargo or passenger vessel is ordered on stand-by duty during his or her free time when the vessel is at sea and is required to carry a pager, radiotelephone or some other similar technical device, the employee shall be compensated for the stand-by time in accordance with point a) above.

22.2 Compensation for cargo handling

If a vessel crew member exceptionally participates in cargo handling, mooring and/or casting-off 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 wage scale rate. Winch operators shall receive compensation for cargo handling if they operate winches during loading and unloading.

22.3 Catering allowance

22.3.1 Cargo vessels

1) Temporary passengers

If a cargo vessel temporarily carries passengers or visitors, the shipowner shall pay the chief steward, cook steward, cook, second cook and catering assistant each compensation in accordance with the following if the passengers or visitors cause them additional work:

- a) A basic allowance is paid for each passenger.
- b) An additional allowance is paid for each passenger and each day.

This provision presupposes that the work load of the catering staff increases, and the provision only applies to those cargo vessels which do not have extra service staff for passengers or on which the staff does not already receive compensation for passengers.

Passengers or visitors are people who are on board the vessel for more than a day, including the family members of the crew.

2) Temporary meal guests

When meals are served on cargo vessels, with the shipowner's/shipmaster's consent, to people other than those referred to above in this section, the catering staff are each paid an allowance in accordance with Appendix 1 per person and per day, regardless of the number of meals served. The allowance is also paid when on-shore workers eat on board the vessel. The allowance is not paid for maritime pilots, customs officers, security guards or family members of the crew.

22.3.2 Passenger vessels

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.

22.4 Night work compensation on cargo vessels

On cargo vessels, when the engine room is unmanned, shift workers are remunerated a night work compensation for work performed between 00.00 and 04.00 hours.

22.5 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 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.

22.6 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.

22.7 War risk zone allowance

If the vessel operates in a war risk zone or a warlike risk area, the provisions of the War Risk Zone Agreement are to be followed. (Appendix 13)

23 CATERING STAFF SERVICE ALLOWANCE ON PASSENGER VESSELS

- 1) The service allowance paid is 3% of all food and beverages served and sales on the vessel, excluding alcohol sold by bottle in the shop. The minimum service allowances are listed in Appendix 1.
- 2) For making beds, the service allowance is paid in accordance with Appendix 1. This shall not apply to vessels subject to a specific agreement between the Finnish Seamen's Union and the shipowner. The wage scale

wages of cabin stewards/stewardesses or cabin cleaners include a service allowance for 20 beds per day.

- 3) The service allowance is divided among the catering staff in the manner separately agreed upon by the shipowner and the Finnish Seamen's Union. The service allowance does not include overtime remuneration.
- 4) The service allowances paid per work shift, as referred to in points 1 and 2 above, are taken into account when calculating annual holiday pay and sick leave pay.

24 FRINGE BENEFITS

24.1 Meal and accommodation allowance

In the instances where room and board on board the vessel are not arranged for an employee, the shipowner shall arrange similar benefits on land or pay reasonable compensation equal to the value of these benefits. The euro amounts for reasonable meal allowances are specified in Appendix 1.

Relevant accommodation expenses shall be reimbursed based on an invoice.

24.2 Compensation of fringe benefits during annual holiday

Fringe benefits are compensated with the amounts specified in Appendix 1 of this Collective Agreement.

The coefficient 1.18 used for increasing an employee's daily pay during annual holiday, as referred to in Section 13(2) of the Seamen's Annual Holidays Act, does not have to be applied to the compensation paid for fringe benefits during annual holiday.

During annual holiday, compensation for fringe benefits is also paid for Sundays, religious holidays, Independence Day, Midsummer Eve, May Day on May 1, Christmas Eve, and Holy Saturday.

When paying holiday compensation, compensation for fringe benefits is only paid for the days when the holiday compensation is paid.

24.3 Remuneration of fringe benefits as compensatory free time

Fringe benefits are compensated with the amounts specified in Appendix 1 of this Collective Agreement.

- 1) When the compensation is given in the form of free time on a weekday, an employee is entitled to compensation for the fringe benefits for the whole compensatory free time, in accordance with the grounds laid down in the Seamen's Annual Holidays Act. Thus, fringe benefits are also

granted for Saturdays, Sundays, religious holidays, Independence Day, Midsummer Eve, May Day on May 1 and Christmas Eve during the compensatory free time even though compensation hours are not deducted for these days.

Within the rotation system, compensation for a half-day given as free time entitles to a fringe benefit compensation for a half-day.

- 2) When compensation is given as free time in a domestic port or, on agreement, in a foreign port, an employee is entitled to fringe benefit compensation, in accordance with the grounds laid down in the Seamen's Annual Holidays Act, for each full day of compensation and the related Saturdays and public holidays when he or she does not eat on board the vessel, provided that the employee has notified the chief steward at the latest on the day before his or her working time ends.
- 3) An employee is entitled to fringe benefit compensation when he or she leaves the vessel in a Finnish port for a Saturday and/or Sunday provided that the employee does not eat on board the vessel and has notified the chief steward at the latest on the day before his or her working time ends.

24.4 Remuneration of fringe benefits during an illness

When an employee has a right to subsistence under the Seamen's Act¹⁾ during an illness and the employee is not treated in a hospital, remuneration is granted in accordance with Appendix 1 as subsistence for each day.

24.5 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	0.5 x meal and accommodation compensation
4-6 days of employment	1 x meal and accommodation compensation
7-9 days of employment	1.5 x meal and accommodation compensation
10-13 days of employment	2 x meal and accommodation compensation

25 PERIOD OF VALIDITY

This Agreement is valid from 1 February 2012 to 28 February 2014.

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.

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 on 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 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 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 an employer 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. If there is disagreement about which collective agreement is more favourable, 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.

LIST OF THE APPENDED AGREEMENTS

(The appendices are published as a separate booklet.)

- APPENDIX 1 Table of guaranteed wages
- APPENDIX 2 Wages of a missing crewman
- APPENDIX 3 Shop steward agreement for international traffic
- APPENDIX 4 Agreement on the grounds for termination and layoffs in foreign traffic in the maritime industry
- APPENDIX 5 Agreement on occupational safety and health cooperation work at maritime workplaces
- APPENDIX 6 Operational model for sectoral committee referred to in the occupational safety and health agreement
- APPENDIX 7 Maritime health care agreement
- APPENDIX 7.1 Alcohol and drug policy for foreign traffic
- APPENDIX 7.2 Agreement on the referral to treatment of alcohol and substance abusers
- APPENDIX 8 STK/SAK: Agreement on training activities with application guidelines and applications in the maritime sector
- APPENDIX 9.1 Part-time employment (annex concerning cargo vessels engaged in foreign traffic)
- APPENDIX 10 Protocol: Application of Section 3.4 of the collective agreement
- APPENDIX 11 Operating model for employment and change security
- APPENDIX 13 War risk zone agreement