

ANNEXED AGREEMENT

COLLECTIVE LABOUR AGREEMENT ON INTERNATIONAL COMMERCIAL VESSELS

AGREEMENT ON INTERNATIONAL PASSENGER VESSELS

30.5.2016 – 28.2.2019

TABLE OF CONTENTS

| | | |
|------------|--|----|
| Annex 2 | STAFFING TABLE FOR SMALL TONNAGE VESSELS | 5 |
| Annex 3 | FIXED-TERM EMPLOYMENT CONTRACTS | 8 |
| Annex 4 | AGREEMENT ON JUSTIFICATIONS FOR DISMISSAL AND FURLOUGH IN INTERNATIONAL SEAFARING TRAFFIC | 10 |
| Annex 5.1 | PART-TIME WORK | 18 |
| Annex 5.2 | PART-TIME EMPLOYMENT | 22 |
| Annex 6 | DAILY AND WEEKLY OVERTIME CALCULATION EXAMPLE FOR SMALL TONNAGE VESSELS..... | 25 |
| Annex 7 | SALARY FOR ABSENT PERSONNEL..... | 27 |
| Annex 8 | AGREEMENT ON OCCUPATIONAL SAFETY IN WORKPLACES IN THE SEAFARING INDUSTRY | 29 |
| Annex 9 | THE OCCUPATIONAL SAFETY AND HEALTH AGREEMENT MODEL FOR INDUSTRY COMMITTEES | 41 |
| Annex 10 | SEAFARING INDUSTRY HEALTHCARE AGREEMENT | 43 |
| Annex 10.1 | INTERNATIONAL TRAFFIC POLICY ON INTOXICANTS..... | 48 |
| Annex 10.2 | AGREEMENT ON THE GUIDANCE TO TREATMENT OF ABUSERS OF ALCOHOL AND OTHER INTOXICANTS..... | 53 |
| Annex 11 | INTERNATIONAL TRAFFIC UNION REPRESENTATIVE AGREEMENT | 62 |
| Annex 11.1 | ANNEX TO THE UNION REPRESENTATIVE AGREEMENT | 72 |
| Annex 12 | AGREEMENT ON TRAINING ACTIVITIES WITH INSTRUCTIONS FOR APPLICATION AND SEAFARING INDUSTRY ADAPTATIONS..... | 75 |

| | |
|---|-----------|
| Annex 13 OPERATING MODEL FOR EMPLOYMENT AND CHANGE SECURITY | 86 |
| Annex 14 AGREEMENT ON THE DANGER OF WAR..... | 88 |
| Annex 15.1 CALCULATING FIXED-TERM EMPLOYEES’ WORKING DAYS AND DAYS OFF | 90 |
| Annex 15.2 CALCULATING FIXED-TERM EMPLOYEES HOLIDAY PAY..... | 91 |
| Annex 16 MODEL AGREEMENT ON GUARANTEED SALARY | 93 |

ANNEX 2 **STAFFING TABLE FOR SMALL TON- NAGE VESSELS**

Staffing on vessels whose gross tonnage (GT) is less than 4 000 (lolo) or 6 400 (roro). This is equivalent to the former 1 600 gross registered tonne (grt) limit.

| | Baltic traffic | Nearby, EU traffic | Long-distance traffic |
|--------------------|----------------|--------------------|-----------------------|
| Seaman/Machinist | 2 | 2 | 2 |
| Navigational watch | 1 | 1 | 1 |
| Cook | 1 | 1 | 1 |

Staffing on vessels whose gross tonnage (GT) is less than 2 500 (lolo) or 4 000 (roro). This is equivalent to the former 1 000 gross registered tonne (grt) limit.

| | Baltic traffic | Nearby, EU traffic | Long-distance traffic |
|--------------------|----------------|--------------------|-----------------------|
| Seaman/Machinist | 1 | 1 | 1 |
| Navigational watch | 1 | 2 | 2 |
| Cook | * | * | * |

* If no one in the ship staff has kitchen training, the vessel must have a ship cook.

Staffing on vessels whose gross tonnage (GT) is less than 1 250 (lolo) or 2 000 (roro). This is equivalent to the former 500 gross registered tonne (grt) limit. One of the ship staff members must be kitchen trained.

| | Baltic traffic | Nearby, EU traffic | Long-distance traffic |
|--------------------|----------------|--------------------|-----------------------|
| Seaman/Machinist | | 1 | 1 |
| Navigational watch | 2 | 1 | 1 |

MODEL STAFFING ON OTHER COMMERCIAL VESSELS

| Task, position | STCW 2010 | 6401-8999 GT | 9000-19999 GT | over 20000 GT |
|------------------------------------|-----------------------|-----------------|-------------------|-------------------|
| Petty Officer / On-deck repair-man | II/5 | 1 ¹⁾ | 1 | 1 |
| Seaman YT | II/5, III/5 tai III/4 | 2 ²⁾ | 1 | 2 |
| Navigational watch YT | II/4, III/4 | 1 | 1 | 1 |
| Navigational watch on-deck | II/4 | 3 ³⁾ | 3 ³⁾ | 3 ³⁾ |
| Machine repair-man | III/5 | | 1 ⁴⁾ | 1 |
| Electrician | III/7 | | 1 ⁴⁾ | 1 |
| Machinist | III/5 | | | 1 |
| Overseeing machinist | III/4 | | 1 | |
| Cook steward | | | 1 | 1 |
| Cook ⁵⁾ | | 1 | (1) ⁶⁾ | (1) ⁶⁾ |
| Kitchen Assistant | | | (1) ⁷⁾ | 1 |
| TOTAL | | 4 | 6+(2) | 9+(1) |

1) Petty Officer / On-deck repair-man must be on a vessel of at least 1000 dw-tonnes

2) The supervisor of the deck department must always be paid the Petty Officer's salary.

3) Navigational watch (on-deck) may be added if the vessel staff must participate in handling a load.

4) The electrician and repairman alternate.

5) If the vessel does not have a mess supervisor/cook steward, the cook must be made a cook steward's salary.

6) The vessel must have a separate cook if the ship regularly has six (6) or more travellers on board or if the ship staff is more than 18 people.

7) If the ship staff has more than 12 people, the vessel must have a kitchen assistant.

Vessels less than 9000 GT should take on at least one (1) apprentice and larger vessels at least two (2).

ANNEX 3

FIXED-TERM EMPLOYMENT CONTRACTS

Application of section 3.4 of the collective agreement for international commercial vessels and section 4.4 of the international passenger vessel agreement

Instructions in section 3.4 of the collective agreement on international commercial vessels and section 4.4 of the agreement on international passenger vessels are meant to point out situations in which the employer can draft a fixed-term employment contract as well as to prevent the use of fixed-term contracts to bypass employee job security. The instruction is not meant to prevent the drafting of a fixed-term contract based on the initiative of the employee when it is beneficial to them, in a situation in which it would be impossible for the employer to do so.

The use of a fixed-term contract is usually meant for situations in which there is work available, but it is known ahead of time that the work will end at the end of a fixed amount of time or when the task has been completed.

To ease the practicalities in such a situation, the parties have agreed to state that in accordance with the international traffic collective agreement sections 3.4 and 4.4, the employer can make a fixed-term employment contract in the following situations:

- nature of the employment, for example
 - defined work, or
 - seasonal work;
- substitution, for example
 - of an employee on parental leave, nursing leave, temporary nursing leave, sick leave, annual leave or study leave;
- apprenticeship;
- another situation demanding a fixed-term employee that is comparable those mentioned above, for example

- levelling out of work loads during peak rush times;
- weekend work, however working on the weekend is not in itself a justification for a fixed-term contract, rather there must also be an acceptable reason that requires it, meaning it should not be a way of bypassing an employee's job security; as well as
- another reason related to the work of the shipping company or its traffic operations, for example
 - justified insecurity related to the start or continuation of activities, required that the reason is not simply the bypassing of the employee's right to job security, or
 - the chartering or fixed-term rental of the vessel, noting however that these alone are not justification alone for the creation of a fixed-term employment contract and requiring that this does not bypass the employee's job security.

Fixed-term employment contracts can in accordance with stipulations be terminated, however in such a way that the termination times and justifications follow the international traffic agreements on dismissal and redundancies.

A fixed-term contract can be terminated if there is a justification to do so in accordance with the Seafarers' Employment Contracts Act.

If the employer allows an employee on a fixed-term contract to continue working after the employment relationship could have been legally terminated whether at the end of the specified time of trip or due to the expiration of the term of notice, the employment contract relationship is seen to be extended into a permanent contract, however not in cases when the work done after the end of the contract is of absolute necessity for the vessel, for those in the vessel or for the security of the vessel's cargo and when the work does not exceed two days in length.

Guarantors of the record

FINNISH SEAFARERS' UNION RY

FINNISH SHIPOWNERS' ASSOCIATION

ANNEX 4 AGREEMENT ON JUSTIFICATIONS FOR DISMISSAL AND FURLOUGH IN INTERNATIONAL SEA- FARING TRAFFIC

The undersigned parties are – while taking into account necessary attempts to improve the production capacity and the insecurity caused by the reductions in personnel due to economic and production-related reasons – decided on the following actions to be followed on Finnish Shipowners' Association member companies' vessels.

1 § SCOPE

The agreement covers furlough and the termination of a valid employment contract through dismissal.

The agreement does not cover

- 1) an employee whose contract has been drafted as a fixed-term contract or whose contract is for only a specific trip or specific trips,
- 2) cases in which a contract has been terminated due to a reason defined in the Seafarers' Employment Contracts Act (756/2011) Chapter 9 Section 1
- 3) termination of an employment contract during a trial period defined in the Seafarers' Employment Contracts Act Chapter 1 Section 5.

When an employer has terminated a contract citing the justifications found in the Seafarers' Employment Contracts Act, the case can still be examined in accordance with the agreement in regards to whether or not the justifications for termination were in fact in place.

2 § TERMS OF NOTICE

When terminating a contract, the employer must follow these guidelines if the employment relationship has been on-going:

- 1) a term of notice of two months if the employment relationship has been on-going for a maximum of five years,
 - 2) a term of notice of three months if the employment relationship has been on-going for over five years, but a maximum of nine years,
 - 3) a term of notice of four months if the employment relationship has been on-going for over nine years, but a maximum of twelve years,
-

- 4) a term of notice of five months if the employment relationship has been on-going for over twelve years, but a maximum of fifteen years, and
- 5) a term of notice of six months if the employment relationship has been on-going for over fifteen years.

When an employee resigns, he or she must uphold a one-month term of notice. If their employment relationship has lasted over ten years, the term of notice is two months.

In cases defined in Chapter 8, Section 7 of the Seafarers' Employment Contracts Act the procedure for dismissal defined in law will be applied.

3 § NEGLECT OF TERMS OF NOTICE

An employer that does not respect the valid term of notice is obligated to pay the employee their full salary for the duration of the term of notice.

If an employee resigns from their position without upholding the valid term of notice, the employee is obligated to compensate the employer for the amount of their salary during the term of notice. The employer may withhold this amount when paying out the employee's severance pay, while upholding the stipulations on the employer's compensation rights in the Seafarers' Employment Contracts Act Chapter 2 Section 21.

If neglect of the term of notice is only partial, on the part of either party, the obligation for compensation is only applicable in the monetary amount equivalent to the portion of the term of notice left.

4 § JUSTIFICATIONS FOR DISMISSAL

The employer may not terminate an employee's contract without a substantial reason, defined in Chapter 8 Section 2 of the Seafarers' Employment Contracts Act or another justification, defined in Chapter 8 Section 2.

Other reasons for the termination of an employment contract defined in the Seafarers' Employment Contracts Act can be considered justification for dismissal, as well as other reasons directly dependent on the employee him/herself, such as neglect of work tasks, disobedience of the right of leadership of the employer, breaking rules of conduct, unjustified absence and obvious carelessness at work.

Dismissal due to the transfer of a business or the bankruptcy of the employer or death is to be done in the way defined in Chapter 8 Sections 5 and 7 of the Seafarers' Employment Contracts Act.

5 § RECLAMATIONS TO BE PAID FOR UNJUSTIFIED DISMISSAL

If the employer dismisses the contract of an employee without justification and following negotiations before the end of the employment contract has not rescinded the action, the dismissed employee has the right to compensation defined in Chapter 12 Section 2 of the Seafarers' Employment Contracts Act. If the employment relationship has been on-going for over 10 years at the time of the dismissal, the compensation shall be 6 months basic salary with all fixed salary supplements.

6 § EMPLOYEE PROTECTION AGAINST DISMISSAL DURING PREGNANCY, PARENTAL OR NURSING LEAVE

The employer may not dismiss a pregnant employee's contract due to their pregnancy. If the employer terminates the contract of a pregnant employee during their pregnancy, the reason for the dismissal will be seen as the pregnancy if the employer does not present alternative justification.

An employee must present proof of pregnancy to the employer when requested.

The employer may not terminate an employee's contract in accordance with Chapter 5 Section 1 of Seafarers' Employment Contracts Act or during the mutually approved parental leave of the employee, nor shall the contract be terminated as of the start or finish of an upcoming parental leave if the employer becomes aware of the employee's pregnancy or willingness to use their right to parental leave.

7 § FURLOUGH

Furlough

Furlough refers to the temporary suspension of work and salary following the employer's decision or an agreement of his or her initiative, in which the employment relationship remains otherwise in force.

When the criteria set out in Chapter 6, Section 2 of the Seafarers' Employment Contracts Act are fulfilled, the employer may lay off the employee for a fixed period or indefinitely by stopping their employment completely or reducing the employee's regular working time, as defined by law or in an agreement, to the extent necessary for the purpose of the furlough.

An employer may furlough an employee if:

1) they have financial or practical grounds for dismissal of the employment contract referred to in chapter 8, section 3 of the Seafarers' Employment Contracts Act;

2) the amount of work available or the employer's ability to provide employment has been reduced temporarily and the employer cannot reasonably provide the employee with other suitable work or training corresponding to the employer's needs;

3) the conditions required for offering work or employment are considered to have been temporarily reduced if they can be estimated to last for a maximum of 90 days.

The right to furlough may be broadened with an agreement.

If an employee is on furlough for an undefined amount of time, they must be informed of the start date of their work again at least 7 days prior, unless otherwise agreed upon.

Furlough does not prevent the employee from taking on other employment during the time of their furlough.

Initial investigation into furlough and employee consultation

When a layoff is based on a reduction in work due to economic or production reasons, the employer must provide the worker with an initial account of the grounds for the furlough as well as an estimate of its extent, manner of implementation, starting date and duration, and the estimated number of employees to be laid off by professional category.

If the lay-off affects a number of employees, the report may be given to the shop steward, union representative or to employees collectively. The report must be distributed without delay after the need for layoffs has been announced to employees.

After the report has been issued, prior to the layoff announcement, the employer must provide employees or their representatives with an opportunity to be heard about the report provided.

Notice of Furlough

The employer must notify staff of the furlough at least 14 days before the furlough period begins. Notice shall be given to each person to be dismissed on furlough personally. If the notice cannot be delivered personally, it may be delivered by post or digitally, still following the same term of notice standards. The notice shall state the grounds for layoffs, its starting date and the duration of a temporary lay-off period as well as the estimated duration of furlough issued for an indefinite period of time.

There is no obligation to notify staff if the employer will not be obligated to pay the employee's salary during the furlough period due to their absence from work for another reason.

The notice must also be given to the representative of those employees to be laid off.

Dismissal of a laid-off employee

During the furlough period, an employee may terminate their employment contract no matter its duration, without notice. If the end of the furlough period is known to the worker, the employee will no longer have this right during the seven days prior to the end of the layoff/recommencement of their employment.

If the employer terminates the contract of a laid-off employee during the furlough period, the employee is entitled to their salary during the term of notice. The employer may deduct 14 days' salary from the notice period if the employee has been laid off in accordance with 14 days of notice, in accordance with the law or an agreement.

An employee wishing to resign from their employment contract has this same right should the layoff period last over 200 days. In cases in which an employee who was dismissed due to lack of available work is laid off during their term of notice for the same reason, the employer's payroll liability shall be determined in accordance with the same principles.

8 § SUSPENSION OF OTHER WORK AND REMUNERATION

While an employment relationship is still in force, it may be agreed that work and salary payments will be suspended for an indefinite period or for a fixed period of time while the employment relationship remains otherwise in force.

9 § TAKING BACK AN EMPLOYEE

When an employer has terminated an employment contract for reasons unrelated to the employee, and within nine months the employer needs workforce for the same or similar tasks, the employer shall inquire from local employment authorities whether any of their former employees are looking for work as their clients and, if so, seek to offer these former employees work first.

10 § NOTIFICATION OF DISMISSAL OR FURLOUGH TO EMPLOYMENT AUTHORITIES

Should there be cuts in labour force or layoffs for economic or production reasons, it must be reported to the concerned staff representative. If the cuts affect ten (10) or more employees, it must also be reported to the employment authorities.

11 § ORDER OF REDUCTIONS IN THE WORKFORCE

In the event of dismissal and layoffs, if possible, one should following the existing rule whereby the last to be dismissed or put on furlough should be professional workers whose work is essential for the company's activities, those with a disability resulting from active combat service or partial disability resulting from work done for the employer. In addition to this rule, attention should also be paid to the duration of the employment relationship and to the number of dependents of the employee.

Instructions for application

Cuts to the workforce are normally carried out by the shipping company. Cuts of the workforce can also be carried out on a ship-to-ship basis, for example when a shipping company removes different types of vessels operating in different areas. When cuts to the workforce are carried out by the shipping company itself, ship-owners, dry cargo and tanker vessels should be handled as a whole.

Employee reductions and the rules to be followed therein must be negotiated in a timely fashion in accordance with the code of conduct in force, taking into account its implementation guidelines for the maritime industry.

When applying the instructions on the order of personnel cuts, one must note that professional employees of the shipping company whose work is essentially important to the shipping company as well as those who have partially lost their ability to work while employed by the shipping company are in a comparable position. Their mutual status in the reduction order is usually determined by the duration of the employment relationship and the number of dependents they have.

Professional employees whose work is essential to the shipping company may be:

- employees who have important professional skills, whether from their work experience, education or a special training organized by the employer. These may include sales skills (a sommelier or cosmetologist) or specialized employees (cook specialized in specific dietary needs or a restaurant professional), and
- employees with a specialized professional skill; as well as
- employees who are able to work in specialized tasks, such as heavy physical work or demanding customer service tasks.

The order of dismissals among the rest of the employees is to be determined on the basis of the duration of the employment relationship as well as the number of dependents. In this case, the employee who has been with the company longer should be the last to be dismissed. If both employees have been with the company for an equal amount of time, then the employee with more dependents should be dismissed last.

The position of personnel representatives, trustees and occupational safety representatives in the order of workforce cuts is defined separately.

12 § ORDER OF NEGOTIATIONS

Should there be any disagreement over dismissal or lay-offs, the dispute may be resolved in accordance with the general negotiating order agreed upon in the collective agreement. If the employers' and employees' unions are not able to reach a mutual solution, they may be submitted to the Labour Court for settlement.

ANNEX 5.1**PART-TIME WORK**

(agreement for international commercial vessels)

1 PART-TIME EMPLOYEE

A part-time employee is meant to refer to a person subject to the Seamen's Working Hours Act (296/76), whose regular working time is half that of a full-time employee doing the same job, who is on a partial pension under the Maritime Pension Act (1290/2006). The provisions below apply only to such an employee.

An employee on partial disability leave, partial parental leave or partial nursing leave should be treated as stipulated for them in the agreements in force.

Receiving a partial disability pension does not necessarily mean that an employee is unfit for work on a ship due to their health. The parties recommend that the employer try to come to a solution with the employee on the possibilities for part-time work during the partial disability leave.

2 CALCULATION AND PAYMENT OF A PART-TIME EMPLOYEE'S SALARY

A part-time employee's daily wage is equivalent to half (1/2) of a full-time employee's daily wage. Thus, a part-time employee's daily wage is calculated using the following formula:

Daily Wage = $1/2 \times 1/30 \times$ Full-time employee's monthly salary

A part-time employee's monthly salary is calculated by multiplying the daily salary by 30 (monthly salary = 30 x daily salary).

The monthly salary of a full-time employee is defined in the collective agreement for international commercial vessels, with a basic salary or an increased basic salary plus allowances based on age, for transporting oil or working in ocean waters. A full-time employee's daily allowance is calculated by dividing the monthly salary by 30.

A part-time employee's salary is paid in the same way as the full-time employee's salary.

3 CALCULATION AND PAYMENT OF A PART-TIME EMPLOYEE'S

SALARY ON A SMALL-TONNAGE VESSEL

A part-time employee's daily wage is half (1/2) of a full-time employee's daily allowance. Accordingly, the daily allowance for a part-time employee is calculated using the following formula:

Daily wage = $1/2 \times 1/30 \times$ Full-time employee's guaranteed salary

The part-time employee's guaranteed wage is calculated when the daily allowance is multiplied by thirty (guaranteed wage = 30 x daily wage).

The guaranteed wage of a full-time employee is defined in the collective agreement for international commercial vessels, which includes a basic salary or an increased basic salary, as well as age allowances and the ocean supplement. A full-time employee's daily allowance is calculated by dividing the guaranteed wage by 30.

The part-time employee's salary is paid in the same way as the full-time employee's salary.

4 OVERTIME COMPENSATION

A part-time employee's overtime work is compensated for as stipulated in the collective labour agreement. Overtime monetary compensation is calculated on the basis of a full-time employee's monthly salary.

5 SERVICE COMPENSATION

A part-time worker is entitled to receive a service allowance or overnight fee, defined in the international traffic collective agreement or separate agreement for the vessel, in full following the number of days worked as it is done for a full-time employee.

6 FRINGE BENEFITS DURING THE TIME OF EMPLOYMENT AND DURING ANNUAL LEAVE AND SICK LEAVE ON VESSELS (NOT OF SMALL TONNAGE)

A part-time employee is entitled to receive compensation for benefits as stipulated in the collective bargaining agreement for a full-time employee. During annual leave (holidays) and sick leave, compensation for benefits is equal to half of the allowance for benefits paid to a full-time employee for the corresponding period.

7 BENEFITS FROM ANNUAL LEAVE ON SMALL TONNAGE VESSELS

The compensation of part-time employee benefits during annual leave is equal to one-half of the compensatory allowance paid to full-time employees for the corresponding period.

8 ANNUAL LEAVE

Annual leave for part-time employees is governed by the Seamen's Annual Holidays Act (433/1984) and the provisions of the collective bargaining agreement. One of the two consecutive holiday periods may be used for alternation as mentioned in section 5.3.1 of the collective bargaining agreement for foreign traffic. The second holiday must be granted as one continuous holiday block between May 2 and September 30.

9 PAY DURING SICK LEAVE AND MEDICAL EXPENSES

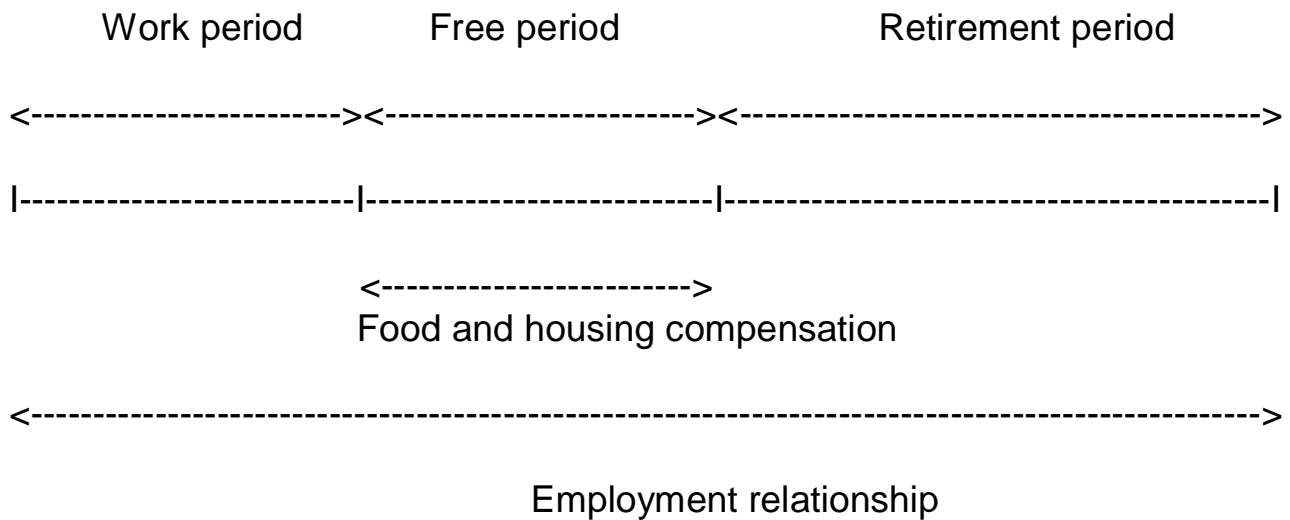
The rights of a part-time employee to receive pay while on sick leave as well as reimbursement for medical expenses are governed by the provisions of the collective agreement on commercial vessels.

10 GUARANTEED WAGE

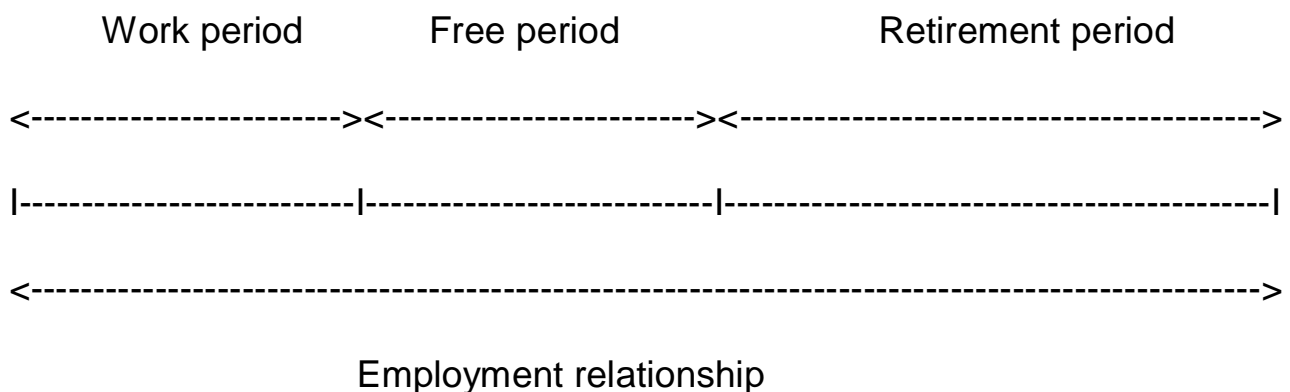
If a part-time employee works on a vessel that uses a separate guaranteed wage agreement, the part-time employee's wage must be agreed upon separately between the guaranteed wage agreement parties.

FOOD AND HOUSING COMPENSATION ON OTHER VESSELS (NOT OF SMALL TONNAGE)
(example of implementation)

In practice, payment food and housing compensation is implemented in the following way:



EXAMPLE OF IMPLEMENTATION OF PART-TIME WORK ON A SMALL-TONNAGE VESSEL



ANNEX 5.2**PART-TIME EMPLOYMENT**

(agreement on international passenger vessels)

1 PART-TIME EMPLOYEE

A part-time employee is defined as a person covered by the Seamen's Working Hours Act (296/76) whose regular working time is equal to half of the regular working time of a full-time employee doing the same job, who is on a partial pension under the Maritime Pension Act (1290/2006). The provisions below apply only to such an employee.

An employee on partial disability leave, partial parental leave or partial nursing leave should be treated as stipulated for them in the agreements in force.

Receiving a partial disability pension does not necessarily mean that an employee is unfit for work on a ship due to their health. The parties recommend that the employer try to come to a solution with the employee on the possibilities for part-time work during the partial disability leave.

2 CALCULATION AND PAYMENT OF A PART-TIME EMPLOYEE'S SALARY

A part-time employee's daily wage is equivalent to half (1/2) of a full-time employee's daily wage. Thus, a part-time employee's daily wage is calculated using the following formula:

Daily wage = $1/2 \times 1/30 \times$ Full-time employee's guaranteed salary

The guaranteed wage of a full-time employee is defined in the agreement for international passenger vessels.

If a part-time worker is employed on board a ship, on which payment that deviates from the general international passenger vessel agreement is made on the basis of a collective agreement on staffing, alternation system and service allocation sharing between the shipping company and the Finnish Seafarers' Union SMU, when calculating part-time employees' daily wage, guaranteed salary and monthly earnings one shall use as a basis the full-time employee salary in the aforementioned agreement.

The part-time employee's salary is paid in the same way as the full-time employee's salary.

3 OVERTIME COMPENSATION

Overtime hours worked by a part-time employee shall be compensated in the same manner as stipulated in section 6.4 of the agreement on international passenger vessels. The calculation of overtime is based on the full-time employee's guaranteed salary.

4 SERVICE COMPENSATION

Part-time employees are entitled to receive the service compensation just as a full-time employee does, as defined in the collective bargaining agreement on international passenger vessel staffing, rotational systems and service compensation.

5 FRINGE BENEFITS DURING THE TIME OF EMPLOYMENT AND DURING ANNUAL LEAVE OR SICK LEAVE

A part-time employee is entitled to compensation for benefits concerning work and off-time shifts as stipulated for full-time employees in the agreement for international passenger vessels. During annual leave (holidays) and sick leave, compensation for benefits is equal to half of the allowance for benefits paid to a full-time employee for the corresponding period.

6 ANNUAL LEAVE

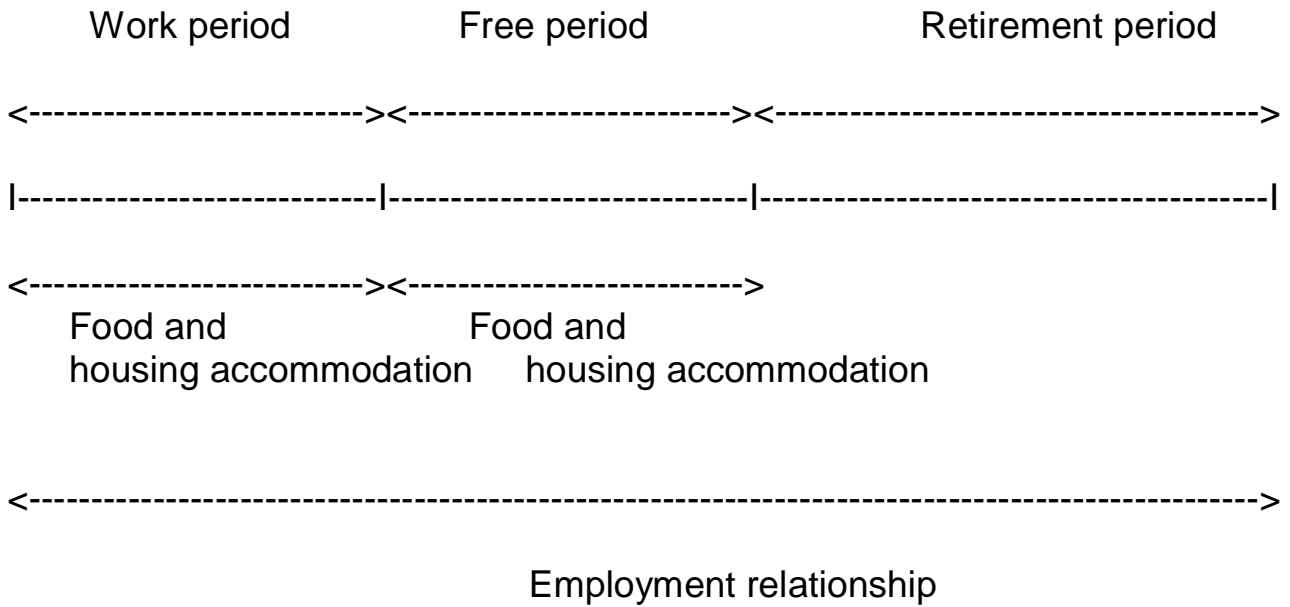
Annual leave for part-time employees is governed by the Seamen's Annual Holidays Act (433/1984) and the provisions and instructions of the agreement for international passenger vessels. One of the two consecutive holiday periods may be used for alternation as mentioned in section 5.9.2 and 5.9.3 of the agreement for international passenger vessels. The second holiday must be granted as one continuous holiday block between May 2 and September 30.

7 SALARY ON SICK LEAVE AND HEALTHCARE COSTS

The rights of a part-time employee to receive pay during sick leave as well as compensation for the costs of medical care are subject to the stipulations of the passenger vessel agreement.

FOOD AND HOUSING COMPENSATION (an example)

Food and housing compensation payment is implemented in practice in accordance with the following example:



ANNEX 6 DAILY AND WEEKLY OVERTIME CALCULATION EXAMPLE FOR SMALL TONNAGE VESSELS

| | | |
|---|--|------------------|
| Vessel at sea or day of arrival/departure | | |
| Monday | 10 | |
| Tuesday | 14 | 4 overtime hours |
| Wednesday | 10 | |
| Thursday | 13 | 3 overtime hours |
| Friday | 12 | 2 overtime hours |
| Saturday | 10 | |
| Sunday | 10 | |
| <hr/> | | |
| | $79 - 9 = 70 \text{ h}$ | |
| | $70 \text{ h} - 65 \text{ h} = 5 \text{ overtime hours}$ | |

Because on Sunday 2 extra hours on top of 8 hours were worked, on Saturday 2 extra hours on top of 8 hours worked, and on Friday 4 extra hours on top of 8 hours worked of which 1 hour is weekly overtime; two hours of 65 hours are holiday overtime working hours and 3 hours of 65 hours are working day overtime hours.

In this example, twelve daily working hours and 2 holiday work hours must be compensated for.

Calculation example for conversion days

If work is done on exchange day, compensation time is calculated according to the following formulas:

Arrival, departure and sea days

(Working hours)

----- x 0,8 = Free time, (1:1 rotation)

10

(Working hours)

----- x 0,45 = Free time, (2:1 rotation)

10

Days in harbour

(Working hours)

----- x 0,8 = Free time, (1:1 rotation)

8

(Working hours)

----- x 0,45 = Free time, (2:1 rotation)

8

When no work is done on the exchange day, this is counted as leisure time and one (1) previously earned vacation day is deducted.

ANNEX 7 **SALARY FOR ABSENT PERSONNEL**

ARTICLE 23 OF THE SEAFARERS' ACT (starting 1.7.1978 MmL (423/78) 17 § THE ORGANISATIONS HAVE RESOLVED THE FOLLOWING ON THE INTERPRETATION:

6.3.1969 MEETING HELD

1 §. It was noted that the meeting had been arranged at the request of the Finnish Seafarers' Union, as there had been difficulties in the interpretation of Article 23 of the Seafarers' Act.

2 §. The chairman noted that the conditions for applying Section 23 are

- (A) that the ship-owner has seen savings in salary spending due to reduced ship personnel, and
- (B) that the work left over to the remaining crew has increased.

The savings in salary spending are not shared, if the additional work is compensated for with overtime compensation.

The Union's representatives argued that a seaman did not have to prove the increased workload, that salary savings would always arise if the ship was understaffed, that it was difficult to draw the line between normal and excessive work and that when the personnel was not sufficient, less free time was given to those aboard the vessel.

From the employer's point of view, it was stated that no matter the reason for reductions in personnel numbers, oftentimes with insufficient staff some work was left undone, so the reduction in personnel does not always mean additional work. Similarly, some vessels have been overstaffed, so the "extra" crew carries out maintenance work.

3 §. After a short break, the chairman presented the following instruction for interpretation to the vote:

(A) When the number of kitchen staff (byssagängi) de facto decreases sufficiently from the number mentioned in the survey certificate, it shall be considered to be sufficient proof for the increase in work and the saved remuneration would then be split up.

(B) in the event of a decrease in machinery and on-deck personnel, a case-by-case analysis shall be made as to whether the workload for remain-

ing staff increased before the salary savings are shared among them. The guiding principle in these cases would be to consider the fact that in §-vessels and smaller vessels, it is likely that when one employee is absent, the workload increases, whereas in larger ships with daily workers, this will occur less frequently,

(C) likewise, it would be accepted that the workload automatically increases when the ship departs from Finland understaffed and the salary savings in these cases should be shared among the personnel present.

IN THE COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS OF 1974 THE AFOREMENTIONED MINUTES FROM 6.3.1969 WERE ELABORATED IN THE FOLLOWING WAY:

If the number of crewmembers at the start of the journey is less than the amount the ship-owner and the Union have agreed on, the crew shall be deemed to have been reduced as mentioned in section 23 of the Seafarers' Act.

Considering the fact that in the cases referred to in the aforementioned section the crew does not normally qualify for overtime compensation, a crewmember shall be deemed eligible for a distribution of shared salary savings in accordance with section 23 of the Seafarers' Act.

Saved salary must be divided in a way that is proportionate to the increase in each employee's workload on board.

This rule does not apply to international traffic vessels when they travel between Finnish ports.

IN THE COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS OF 1997 THE AMENDMENTS MADE IN 1974 TO THE AFOREMENTIONED MINUTES FROM 6.3.1969 WERE ELABORATED IN THE FOLLOWING WAY:

This rule does not apply to international traffic vessels when they travel between Finnish ports nor does it apply to cargo vessels traveling between Finnish ports when the crewmembers are given extra leave.

ANNEX 8 AGREEMENT ON OCCUPATIONAL SAFETY IN WORKPLACES IN THE SEAFARING INDUS- TRY

Modern labour law is mainly divided into employment relationships, employee protection and laws on employees' social security as well as regulations issued under them. In addition, labour law includes legislation on the monitoring of the enforcement of laws.

The Occupational Safety and Health Act (738/2002) gives the employer the obligation to ensure the safety and health of employees at work. To that end, the employer must take into account the work itself, working conditions and other aspects of the working environment, as well as the personal circumstances of the employee.

The employer must plan, select, measure and implement the necessary measures to improve working conditions. The employer must ensure that safety and health measures are sufficiently taken into account in all aspects of the employer's organization.

The Occupational Safety Act also obliges the employee to comply with the instructions and orders of the employer in accordance with their authority. To uphold the safety and health standards of their work and working environment, the employee must also maintain necessary order and cleanliness as well as care and caution in their activities.

Employees must also be aware of their own health and safety as well as that of their co-workers, in accordance with their own experience, the teaching and guidance of their employer as well as their own professional skills.

An employee must avoid harassment and any other inappropriate treatment of others in the workplace, which may harm or endanger one's workplace health and safety.

Based on these obligations for the employer as well as for the employee, the Act on Occupational Safety and Health stipulates that the concerned parties must cooperate to maintain and enhance the safety of the vessel. The nature of this collaboration is set out in more detail in the Act on the Supervision of Occupational Safety and Health and the regulations issued thereunder.

In order to achieve the best possible result, it is imperative that the concerned parties continue to assume joint responsibility for the occupational safety work, as when this is done effectively it benefits both employer and employee. Targeted occupational safety training provides the basis for the development of occupational safety at work.

For this reason, and recognizing the moral, social and economic significance of occupational safety and health, the signing unions are unanimous that for occupational safety, achieving a positive atmosphere and removing sources of danger from workplaces requires close cooperation between employers, employees and senior staff. The unions consider it to be imperative, in order to conclude with an agreement on occupational safety, to clarify, in accordance with section 8, subsection 2 of the Act on the Supervision of Occupational Safety and Health, a number of regulations specific to the seafaring industry affecting workplaces and workers as well as senior staff and occupational safety committees.

Safety at sea is regulated by the Occupational Safety and Health Act (738/2002) and the Act on the Supervision of Occupational Safety and Health Act (44/2006) and in more detail in the Government Decisions on the Work Environment aboard Ships (417/81) and the Code of Conduct for Ship Work (418/81), along with the changes later made in this code.

1 § SCOPE

This agreement applies to vessels belonging to ship-owner-members of the Finnish Shipowners' Association, for which the collective labour agreements for international commercial and passenger vessels are applicable.

2 § COOPERATIVE ORGANIZATIONS

For the purpose of occupational safety cooperation, the personnel will include the ship's occupational safety officer, appointed by the employer, who will be responsible for cooperation, as well as an employee safety representative representing the employees and/or senior staff, and two deputy representatives.

To advance cooperation between the shipping company and the ship, there is a designated occupational safety liaison officer at the shipping company.

The selection of the cooperative bodies promoting occupational safety and the appropriate form of cooperation shall be agreed on locally, taking into ac-

count the number of personnel at the shipping company or on the vessel as well as the types of tasks and other conditions. Unless another form of cooperation is decided on, any ship having a minimum of five (5) regular employees, including senior staff, must establish an occupational safety committee shall be established in accordance with Sections 12-14 of this agreement.

In accordance with the stipulations in section 38 of the Act on Supervision, the vessel may also be able to establish occupational safety committee in other contexts as well. If an occupational safety committee has been established pursuant to Section 38 of the Act on Supervision, this agreement shall also apply to such vessels.

3 § COOPERATIVE TASKS / TASKS OF THE OCCUPATIONAL SAFETY COMMITTEE

In activities related to occupational safety and health, regardless type of cooperative work, one must:

- 1) to prepare an annual plan of action related to occupational health and safety
- 2) establish the necessary plans for the overall organization of the ship's occupational safety and health work;
- 3) to participate in inspections and investigations in the field of safety when the inspector or the investigator considers it necessary;
- 4) to contribute to the carrying out and implementation of other investigations apart from those referred to in the above paragraph, when such investigations are necessary in the event of a workplace accident or an identified accident risk, occupational illness or disease or other work-related illnesses;
- 5) to monitor the overall injury and health situation in the workplace and to take action to carry out research to identify the causes of accidents and work-related illnesses;
- 6) to monitor the implementation of occupational health care at the workplace and to present related suggestions to the employer;
- 7) to address the distribution of information and educational materials related to the use of controlled substances, as well as the direction of substance abusers to treatment as stipulated in the agreement on guidance to treatment as it relates to alcohol and other substance abusers;
- 8) to address changes and reforms in the workplace that affect occupational health as well as preventative plans accidental injury and health risks and their cost assessments, give statements about them and monitor their implementation;

9) seek to develop ways of promoting workplace safety and health, and present them to the employer;

10) to familiarize themselves with the workplace's safety and health conditions and to monitor their development, and where appropriate and whenever possible carry out inspections, paying special attention to hazardous working conditions and practices and making proposals to remedy them;

11) to clarify the need for collective training on occupational safety and health in its domain and to develop plans for the company's training plan and budget, as well as to implement this training within the framework of its approved training plan and budget, taking into account the parties' agreement on the organization of joint training on occupational safety.

4 § THE SHIPPING COMPANY'S OCCUPATIONAL SAFETY LIAISON OFFICER

In order to promote occupational health and safety cooperation between vessels and the shipping company, a person responsible for labour protection shall be appointed to each shipping company, whose name should be brought to the attention of ships, maritime labour market organizations and occupational safety authorities.

The shipping company's occupational safety liaison should be well-versed in current questions regarding the vessels' occupational safety.

The liaison officer's tasks include

- 1) maintaining correspondence and other necessary joint activities between the shipping company and vessels' occupational safety and health committees or other equivalent committees;
 - 2) pass on information to vessels' occupational health and safety committees regarding workplace accidents and occupational healthcare;
 - 3) to ensure the communication of laws, regulations and instructions relating to occupational safety to the vessels' occupational safety cooperation organizations;
 - 4) ensure that the employer and their representatives receive sufficient information about regulations, ordinances and instructions related to occupational safety;
 - 5) take care of spreading information on the shipping company's need for training in occupational safety and health to the seafaring industry's safety committee and keep record of those occupational safety representatives who have been trained;
 - 6) maintain necessary communications with occupational safety authorities.
-

5 § TASKS OF THE HEAD OF OCCUPATIONAL SAFETY AND HEALTH

The person named as Head of Occupational Safety and Health should be well-versed in occupational safety and health issues.

Sufficient working conditions must be arranged for the Head of Occupational Safety and Health to effectively complete their tasks.

The Head of Occupational Safety and Health, while being responsible for the cooperation between the employer and personnel in occupational safety activities in the workplace, must:

- 1) to familiarize themselves with the ordinances, regulations and instructions on occupational safety and to ensure that they are brought to the attention of the crew;
- 2) to participate in inspections and investigations in the field of safety, if the inspector or examiner considers them to be necessary;
- 3) to familiarize themselves with workplace safety and health conditions, monitor their development, and take action to eliminate any lacking aspects or problems they find;
- 4) to take the necessary measures to arrange and maintain co-operation between the employer and the employees as stipulated in the law on monitoring in the workplace and to work towards further cooperative action on labour protection;
- 5) maintain contact with the Occupational Safety and Health Committee, the Occupational Safety and Health representative and other persons working in occupational safety in their organization;
- 6) perform other duties that they are entitled to take on under the Act on the Supervision of Occupational Safety and Health and the regulations issued therein;
- 7) to propose certain actions to the employer, including investigation in the event of an accident or injury in the workplace, an occupational illness or danger of occupational disease or other work-related illnesses;
- 8) to draw the employer's attention to the provision of requires safety and health check-ups as well as maintenance inspections;
- 9) to present the employer with proposals for the provision of necessary emergency care and training in the workplace;
- 10) to provide the employer with proposals for measures to provide further information, training and informational activities related to occupational safety;

- 11) Maintain the necessary contacts with the ship owner's occupation health and safety liaison officer and occupational healthcare staff;
- 12) to deliver occupational health and safety committee decisions without delay to the shipping company.

6 § TASKS OF THE OCCUPATIONAL SAFETY REPRESENTATIVE

When representing the ship crew in cooperative work related to occupational safety, the Occupational Health and safety representative should;

- 1) to familiarize themselves with the ordinances, regulations and instructions pertinent to occupational safety;
- 2) to participate in inspections and investigations related to occupational safety, when the reviewer or the investigator considers it to be necessary;
- 3) to participate where appropriate and when, considering the nature of the study, it is possible to carry out a study other than those referred to in the preceding paragraph which are carried out as follow-up to an accident at work or an identified accident risk, an occupational disease or an occupational disease hazard or other work-related illnesses;
- 4) to familiarize themselves with workplace safety and health conditions by regularly monitoring them at different workstations and monitoring the situation, notifying of any deficiencies and lacking aspects identified first to the relevant supervisor as well as the occupational health and safety personnel and occupational healthcare staff;
- 5) to work towards further cooperation between the employer and the ship crew in the workplace;
- 6) liaise with the occupational health and safety personnel, the occupational safety and health personnel, the head of occupational health and safety and other occupational safety and health authorities, and
- 7) perform other duties that they are subject to under the act on workplace supervision and the regulations and the provisions therein.

7 § ROLE AND RIGHTS OF THE OCCUPATIONAL SAFETY REPRESENTATIVE

The Occupational Safety and Health representative has the right, in order to most effectively carry out their duties, to obtain documents and lists that the employer must possess in accordance with the provisions on labour protection. They also have the right to see statements on workplace safety and health and inspection reports and to receive copies of all the documents referred to above.

The Occupational Safety and Health representative may not neglect their representative duties due to their workplace responsibilities in their original position. An employer may not refuse, without a valid reason, to grant leave to an occupational safety and health representative from their regular work to should they require a reasonable amount of time to effectively complete their representative tasks.

The Occupational Safety and Health representative's ability to grow and move forward in their own profession must not be undermined by their duties as representative. The employer and the Occupational Safety and Health Occupational Safety representative must, during their mandate period, determine whether the occupational safety and health representative's professional competencies need to be maintained through the provision of vocational training, which would otherwise be provided to other employees.

After the end of the representative's mandate period, the representative and the employer must jointly determine whether the representative requires vocational training to maintain or regain their professional skills for their original position. When deciding on the content of the training, attention must be paid to changes in working methods that occurred during the mandate period.

The termination of the Occupational Safety and Health representative's contract is governed by the Seafarers' Employment Contracts Act (756/2011) Chapter 8, Section 9, subsection 2, in which there are provisions on the dismissal of a steward/representative. A deputy representative enjoys the same rights as a representative or steward when the representative or steward is unable to complete their tasks due to annual leave or a rotational shift system.

8 § GRANTING OF LEAVE FROM WORK

Management must grant the occupational safety and health representative and the chairperson of the occupational safety and health committee leave from work when it is necessary for them to be able to effectively complete their duties. A representative who has been granted leave must carry out their related duties so as to minimize the disruption to their actual work.

However, if there is confusion regarding the occupational safety and health representative's use of time, they are nonetheless entitled to leave from work to perform their representative tasks in occupational health and safety as follows:

For on-deck and engineering staff on international cargo vessels as well as service personnel: five (5) hours over four (4) consecutive weeks, and if the number of crew members exceeds 80, eight (8) hours over four (4) consecutive weeks.

For international passenger vessels: half a day over four (4) consecutive weeks, and if the number of crew members exceeds 80, one (1) day over four (4) consecutive weeks.

9 § TASKS OUTSIDE OF NORMAL WORKING HOURS

The chairman of the Occupational Safety and Health committee and the Occupational Safety and Health representative should agree with the employer or the employer's representative about any work done outside normal working hours, unless the task is obliged of them by the occupational safety and health authority.

10 § COMPENSATION FOR LOSS OF EARNINGS AND PAYMENT FOR TASKS COMPLETED OUTSIDE OF WORKING HOURS

During working hours the time used by the representative and members of the Occupational Safety and Health committee is equivalent to actual working hours.

If the person mentioned in subsection 1 undertakes tasks agreed upon with the employer outside of normal working hours, they are remunerated as lost working time with overtime compensation. Different compensation can also be agreed upon for these overtime hours.

For any imperative occupational safety related task or participation in an Occupational Safety and Health Committee meeting, the compensation in force for state committee meetings is paid.

11 § DEPUTY REPRESENTATIVE

Should the Occupational Safety and Health representative be unable to fulfil their duties, the deputy representative shall work in their place. The representative must first report such a situation to their supervisor and to their workplace's occupational safety and health representative, if necessary.

12 § COMPOSITION OF THE OCCUPATIONAL SAFETY COMMITTEE

The Occupational Safety and Health committee is made up of 4 members on ships with less than 50 crew members and 8 on ships with 50 or more crew members.

Of the Occupational Safety and Health committee members, one of four represents the employer, one of four senior staff and two of four the crew/personnel. If however, the senior staff mentioned in this agreement make up the majority at their workplace, half of the members should represent them and one fourth the personnel.

The employer designates their representatives in the Occupational Safety and Health committee. One of them must be the Head of Occupational Safety and Health.

Senior staff representatives in the committee are chosen among the vessel's senior staff members.

Personnel members are represented by the Occupational Safety and Health representative and the deputy representatives.

The Occupational Safety and Health committee chairperson and vice-chair are chosen by the committee members. The committee chooses a secretary if they so wish, who need not be a committee member.

If the head of the vessel or the chief engineer do not act as Head of Occupational Safety and Health and there is no employer representative in the committee, they still have the right to participate in committee meetings and the right to speak, but not to vote. Senior staff are considered to be: the head of the vessel and chief engineer as well as chief officers, engineers, radio telegraphers, service department managers, stewards and line pilots.

13 § OCCUPATIONAL SAFETY COMMITTEE MEETINGS

The Occupational Safety and Health committee meets as needed, at least once every quarter.

Should the chairperson not be able to attend the meeting the vice-chair should call the committee to meet. Furthermore, the committee must be convened if the head of occupational safety and health or OSH representative or one fourth of the committee members so request for a specific reason.

14 § ORGANIZATIONAL ELECTIONS

Elections for the members of the Occupational Safety and Health committee and the OSH representative shall be conducted between 1 November and 31 December of the year preceding the term of office, unless otherwise required by the act on the supervision of occupational safety and health or the Ministry of Labour.

Elections must be held so that all employees of the vessel can take part. Furthermore, the election of the Occupational Safety and Health representative shall follow the procedure specified in law.

It is recommended that employees who are well-acquainted with occupational safety issues in the workplace be selected as members of the Occupational Safety and Health committee. A staff member who has been selected as the Occupational Safety and Health representative may also be selected as a member of the committee.

The Occupational Safety and Health committee should hold the elections, unless otherwise agreed upon on the vessel in question.

Minutes note:

The first elections are arranged by the Head of Occupational Safety and Health and, if the personnel have selected stewards, they should also be involved.

15 § WORKING SPACE AND EQUIPMENT

The employer arranges for the Occupational Safety and Health representative to be provided with the necessary equipment and space for their duties. In the case of workplace space restrictions, the employer must arrange for an appropriate space for the representative, where they can hold the necessary discussions as part of their duties. The space can be shared with a steward, for example.

The employer must obtain the necessary laws, regulations and other occupational safety regulations for the occupational safety and health committee and the occupational safety and health representative, to aid them in fulfilling their duties.

The Occupational Safety and Health representative has the right to use, in the performance of their duties, the normal office and communication equipment of the ship and the shipping company, such as cellular phones, computers and software and the workplace internet connection (e-mail).

16 § COMPANY-SPECIFIC ARRANGEMENTS

The organization of this agreement can, with the mutual agreement of the involved parties, be done in an exceptional manner taking into account the obligatory ordinances of the act of supervision of occupational safety and health and provided it is appropriate to arrange this type of cooperative work in a different way given the vessel's particular activities or traffic.

ANNEX 9 THE OCCUPATIONAL SAFETY AND HEALTH AGREEMENT MODEL FOR INDUSTRY COMMITTEES

1 §. SEAFARING INDUSTRY COMMITTEE

A working committee was set up by the parties to the agreement, in accordance with the agreement between the central organizations of the labour market, as an industry committee for maritime safety.

2 §. INDUSTRY COMMITTEE MEMBERS AND MANDATE PERIOD

The industry committee comprises a total of five members, with two of them representing employers' organizations and three employees' organizations. The members of the industry committee and their deputies are appointed by the parties to the agreement for two years at a time. A permanent safety expert is invited to join the committee from the Occupational Safety and Health Centre.

3 §. ELECTION OF A CHAIRPERSON AND SECRETARY

The industry committee elects from among its members a chairperson and vice-chair, and the Occupational Safety Centre designates a secretary. The term of office of the chairman and deputy chairman is the same as that of the committee members. In the selection of the committee chairperson, the practice of alternating the chairperson between employer organizations and employee organizations is upheld.

4 §. MEETING

The industry committee meets if necessary when convened by the chairperson. The chairperson is obliged to convene a meeting requested even by only one member in writing.

5 §. QUORUM

The industry committee is seen to have quorum when the employer and employee organization sides are represented. At committee meetings, decisions are made unanimously.

6 §. THE INDUSTRY COMMITTEE TASKS ARE

- 1) planning, budgeting and reporting (projects, training) and the implementation of approved plans;
- 2) to monitor and evaluate the needs and implementation of well-being at work in their own field each year. Based on this, the industry committee prepares a sector-by-sector plan, which is implemented by the concerned parties. The industry committee also makes proposals for necessary follow-up actions;
- 3) to monitor and promote the development of occupational safety in their field;
- 4) to design and implement training, information and counselling related to occupational safety of their field;
- 5) to produce current occupational safety and health development data;
- 6) to cooperate with workplaces, authorities, research institutes, colleges, universities, educational institutions, and other stakeholders.;
- 7) to monitor and inform of changes in working life and legislation;
- 8) to monitor the international development of the sector and maintain contacts with other relevant international organizations;
- (9) to set up, where appropriate, separate working groups to which experts may be called; and
- 10) to carry out other duties assigned by the government and the parties to the agreement.

7 §. COSTS

The sides are responsible for their own members meeting costs. Other costs related to committee affairs are to be split among the represented organizations in proportion to the number of members each organization has representing them on the committee.

ANNEX 10

SEAFARING INDUSTRY

HEALTHCARE AGREEMENT

The Finnish Shipowners' Association on one side and the Finnish Seafarers' Union SMU Association on the other are making an agreement on occupational healthcare on their member employer unions' shipping company vessels for staff.

1 §. ORGANIZATIONAL MODELS

The practical implementation and organization of occupational health and maintenance measures mentioned in this agreement and developed on the basis of this agreement are left to the shipping companies.

Occupational health care services referred to herein may be provided by shipping companies, using marine medical centres and other municipal health centres or facilities or persons authorized to provide occupational health services, or by using their own work health care service (arranged by the shipping company), or by combining these options appropriately.

Ship-owners can also take advantage of other healthcare and medical services offered by other providers such as the Occupational Health Institute, seafarer medical professionals or other private hospitals, including foreign service providers and doctor-provided healthcare and treatment services.

2 §. SHIPPING COMPANY OCCUPATIONAL HEALTHCARE STAFF

Depending on which option referred to in section 2 the shipping company chooses as their occupational healthcare organization, the shipping company shall take on the appropriate number and level of healthcare personnel so that the occupational health care measures provided for in this agreement can be assured.

3 §. WORK ENVIRONMENT AND OCCUPATIONAL HEALTH AND SAFETY

Workplaces, as well as residential, dining and leisure facilities must be designed so that the employee is not in danger of injury or illness in using them.

When a satisfactory working environment cannot be achieved by structural or technical means or by other similar means not dependent on the service provider or any other person or such measures cannot reasonably be required, appropriate protective equipment must be provided to workers.

4 §. SCOPE OF OCCUPATIONAL HEALTHCARE

The scope of occupational health care includes maintaining and promoting the working condition and health of a person in the ship's staff by taking care of personnel in the manner set out in this agreement

- health care
- first aid and medical care as well as
- rehabilitation.

5 §. HEALTH CHECK-UPS

The visits of health care personnel on ships provide a basis for planning, implementing and developing occupational health care.

To prevent, ensure early diagnosis and treat illness as needed, the health care unit employed by the shipping company will be responsible for monitoring the health of the ship personnel in accordance with a specific action plan, in accordance with the provisions of the Occupational Health Care Act.

6 §. PRE-EMPLOYMENT HEALTH EXAMINATION AND FOLLOW-UP

Pre-employment health examinations and follow-up examinations are governed by the act on sea crew health examinations (1171/2010).

The shipping company covers the costs of the medical certificate referred to in the aforementioned act and the related special certificates when presented with receipts issued by the examining facility and physician.

An employee must contact the employer or their representative before participating in the above-mentioned medical examinations or tests.

7 §. RESEARCH

The most effective preventative work is meant to improve the quality of health-related, for example ergonomic, conditions in all planning.

Studies to identify physical and psychological friction factors (ergonomic issues) related to one's work, equipment and work conditions, as well as hygienic hazards (workplace hygiene) are carried out at the expense of shipping companies and, on the basis of their results, reasonable measures are taken to fix the issues identified. Such studies should be carried out especially on vessels carrying hazardous chemicals in bulk.

8 §. TREATMENT OF ILLNESS AND FIRST AID

In cases of illness, the employee must first consult a doctor designated by the employer. If there is reason to believe that an employee is ill or injured, the employer may impose a medical examination.

The employer must provide the proper care for a diseased or injured worker, including the treatment prescribed by a physician with related travel, medicines and a reasonable level of follow-up.

9 §. MAINTENANCE OF ONE'S ABILITY TO WORK AND REHABILITATION

In questions of rehabilitation, the role of the workplace healthcare service is to advise and guide employees in exercise and progressing their own exercise and movement abilities as well as to guide the employees in need of rehabilitation to expert bodies for care.

10 §. ABUSE OF ALCOHOL AND OTHER INTOXICANTS

To eliminate alcohol and drug abuse, the agreement on alcohol and substance abusers accepted by the signing parties is followed. The agreement focuses on guidance to treatment for substance abusers in the workplace.

An employee who abuses alcohol or other substances should be counselled to seek treatment at an appropriate care facility.

If the employee's work is interrupted due to the employer and employee's agreed treatment plan, the provisions of Section 14 of this Health Care Agreement are to be followed.

In the case of drugs, the signing partners of this agreement state that the use and possession of drugs on board are prohibited. Furthermore, the parties refer to the Drugs Act, which states: "Anyone who illegally prepares or attempts to prepare a narcotic drug, or cultivates opium poppy, coca honey or

hemp as a drug or raw material, brings or tries to import or export or transport or distribute a narcotic drug shall be liable to a fine or imprisonment for a maximum period of two years.” The substances referred to here are defined in the decree on narcotic substances.

11 §. HEALTH EDUCATION

The parties consider it important that responsible healthcare providers on the ship provide training and counselling on health issues and provide health education materials to the occupational health and safety personnel.

In particular, it is important to pay attention to the staff of vessels carrying dangerous chemicals or other hazardous substances.

12 §. PARENTAL AND NURSING/CARE LEAVE

The forms of leave mentioned in the title are valid as stated in the Seafarers' Employment Contracts Act.

A woman who has, prior to her maternity leave under the Sickness Insurance Act, worked for 6 months consecutively at the shipping company is entitled to benefits for up to 42 days when her parental leave begins.

13 §. THE EMPLOYMENT RELATIONSHIP AND ILLNESS

Employees who, at the end of their employment relationship, know that they are ill are liable to notify their supervisor or the shipping company and must contact a physician immediately upon request.

Once an employee's illness or injury is remedied, the shipping company must try to place the employee back in seafaring employment in vessels traveling to Finnish waters if the employee's employment relationship ended due to the illness or injury in question.

The salary is determined according to the vessel the employee begins to work on.

An employee who returns to work after leave due to illness has the right to receive a discounted travel ticket price from the shipping company (train, bus, car, ship or airplane).

Unless otherwise agreed between the employer and the employee, when an employee who does not work on board a passenger ship returns to the ship from sick leave, the cost of a taxi from the ship's docking city's bus or train station or city airport terminal (or the airport, if the distance is shorter) to the harbour will be paid for, if

- there is no public transport connection between them, or
- the worker has been asked to return to the ship during a day when public transportation is not in service.

Taxi fares are only reimbursed when the receipt is given as proof or in exceptional cases, using another reliable form of proof.

Unless the circumstances give reason for a different assessment, an employment relationship may be terminated, as per the Seafarers' Employment Contracts Act chapter 9, section 1, immediately when the employee in question is unable to work due to a continuous or permanent reason or it is otherwise clear that the employee is no longer going to be fit for work in the seafaring industry.

If, however, a worker becomes eligible for work within nine (9) months of the termination of the employment relationship and is an unemployed jobseeker, the employer must provide them with an open position that corresponds with their previously held position.

14 §. CONFIDENTIALITY OBLIGATION

The staff doctor and employees must provide the employer with necessary information for consideration in issues related to recruitment, placement, employee health or continuation of employment. However, this information may only be passed on within the same shipyard or shipping company.

Persons who, by virtue of this agreement and their position, have become aware of a private secret about an employee or an employee's family, may not disclose this information without permission unless otherwise prescribed by law.

ANNEX 10.1 INTERNATIONAL TRAFFIC POLICY ON INTOXICANTS

Seamen sailing on vessels under the flag of Finland must, in accordance with the collective labour agreement in force, fulfil their duties responsibly and while upholding general good practice for sailors. Furthermore, while working on a ship one must maintain sobriety, good general order and discipline and behave politely. The vessel must be handled with care.

Shipping companies have a negative view of the use alcohol and drugs on the part of their personnel.

Working under the influence of alcohol or drugs will significantly increase the risk of accidents and injury. For this reason, foreign-traffic vessels are subject to a 'zero tolerance' policy on alcohol and drugs.

Any incident in which an employee has been seen to be under the influence of alcohol or drugs, either on arrival to the vessel or on board, will be noted by the shipping company. Ship-owners emphasize the importance preventative measures for substance abuse like speaking about the issue personally as well as the importance of guiding the person to treatment.

The head of the vessel or the designated nurse or, should one not be available, the ship's healthcare officer shall when necessary carry out the following checks to determine whether the above principles have been violated.

According to a collective agreement in force for vessels sailing under the flag of Finland, workers must perform their duties properly in adherence to the law and good seafaring practices. Furthermore, one working on board must uphold sobriety, good order and discipline, in addition to behaving politely. The vessel and its condition must be handled with care.

More specific rules related to intoxicants:

1 GENERAL

The word intoxicant refers to alcohol, narcotics and misused narcotic medications.

The implementation of substance abuse policy on board ships is beneficial to all members of the crew. The key principle is that all workers on board, in-

cluding subcontractors and additional labour, are subject to the substance abuse policy and to the same principles of behaviour.

Executives and management monitor the implementation of the substance abuse policy. Cases in which an employee has appeared under the influence of alcohol or drugs will result in the measures specified below.

If there is reason to suspect that someone in the crew is intoxicated, the supervisor and the manager must notify their own superiors or the head. If there is reason to suspect the head of the vessel is intoxicated, the Chief Inspector or the Chief Officer must be notified promptly. The notified Chief Officer shall inform the shipping company without delay in cooperation with the Chief Engineer or another officer.

An employee suffering with substance abuse is always able to seek treatment voluntarily with the occupational health care provider. All information related to the use of intoxicants is handled confidentially in occupational health care. The employer, however, has the right to receive information on the progress of treatment in cases in which the employee was directed to treatment.

2 ALCOHOL

Employees on board should never work under the influence of alcohol and their blood alcohol content (BAC) may not exceed 0.0 ‰ during working hours. If the employee's blood alcohol content exceeds 0.0 ‰, he or she shall not engage in any activity on board except in the case of rescue.

Employees must also behave on board in such a way that their behaviour does not endanger passengers or other staff, let alone the safety of the ship and its cargo, and in such a way that they will be able to handle rescue organizations without any issue.

A member of the staff may purchase and store alcoholic beverages on board, but their use as described above is prohibited. The head of the vessel monitors the amount of alcohol purchased and stored on board.

If there is reason to believe that an employee has brought on board and is storing quantities of alcohol that may be a source of danger to the ship, persons on board or cargo, or if there is a risk they will otherwise cause disorder on board, the head has the right to check the employee's living space. An employee's living space may only be inspected if it is necessary to clarify the subject of the inspection or suspicion. An inspection of an employee's living space can be undertaken by the head of the vessel or by a security officer assigned to the ship.

The inspection must be completed in the presence of witnesses. If necessary, the head has the right to confiscate the dangerous or hazardous substance. The material is to be handed over to the police or, if that is not legally required, is returned to the worker when leaving the vessel.

3 NARCOTICS

Drugs or narcotics are considered to be all substances of which use in Finland substantiates a narcotics crime. Furthermore, these terms are used here to refer to abuse of medications and other substances used for intoxication (e.g. technical solvents).

It is strictly forbidden to bring drugs on board a ship and to possess, use, sell or distribute them.

4 MEDICATION

Use of medicines prescribed by a medical practitioner or medical practitioner aboard the vessel is permitted. Those who have received a doctor's prescription are obliged to submit a report on the medication to the nurse or healthcare officer, upon request.

5 CONTROLLED SUBSTANCE TESTING

The drug testing of workers on board ships is governed by the Act on the Protection of Privacy at Work (759/2004).

In conducting alcohol and drug checks, equality and fairness must be respected and the tests implemented generally as to not centre out any particular individual. The equipment and instruments used for the checks must be calibrated and checked at regular intervals and maintained in such a way that there is no doubt about the operational accuracy.

All seafarers may be subject to drug testing prior to the finalization of a permanent employment contract. Furthermore, vessels may be subject to random spot drug tests. All crew members may be required to keep their latest drug test result as an attachment to their other certificates.

If there is reason to suspect that an employee is under the influence of alcohol, he will be tested by breathalyser. If a worker refuses to be tested, the significance of their refusal shall be taken into account on a case-by-case basis, while also noting other factors that point to possible intoxication. In addition, on board alcohol tests may be carried out.

If circumstances allow, alcohol and drug testing will be carried out as soon as possible after any situation in which there were risks to general security on board or the environment. In this case, the head of the vessel, chief engineer and other staff whose work may have led to the hazardous situation must be tested as well.

6 TESTING METHOD

All test samples shall be taken by a medically trained practitioner designated by the ship-owner, excluding breathalyser tests. The practitioner must follow common, good practices of their respective field, with their sampling practices, transport of samples, analysis, evaluation, reporting of results and confidentiality.

6.1 URINE TEST

With a urine test, one can determine if the person tested is under the influence of drugs. The test is always done by a seafaring doctor or another approved healthcare representative.

6.2 BREATHALYSER

With a breathalyser test, one can determine if the person tested is under the influence of alcohol.

The vessel has a alcoholmeter for performing the test as well as the instruments required to check the result. Always check the appearance of the alcoholmeter before administering test. The breathalyser test shall be performed by the head of the vessel or by the ship's nurse or, if there is no nurse available, by the ship's healthcare officer with both officer and crew representatives present. Apart from results of voluntary testing, all test results shall be noted in the logbook.

If the result of the breathalyser test is over 0.0 %, the worker must be taken off duty and the test redone 30 minutes later. The results may have a measurement error of up to 0.2 per cent for technical and medical reasons.

An alcoholmeter is available on all vessels for voluntary testing.

7 CONSEQUENCES OF INFRACTIONS

Intoxication at work is always followed by a written warning given by the head of the vessel, which is valid for 12 months in cases of intoxication from alcohol and 24 months for drug use. In addition to the warning issued and any treatment-related remedies involved, there is always a need to take measures detailed in the agreement on guidance to treatment for alcohol and substance abusers. Guidance to treatment is not usually used for a first infraction. However, if the behaviour is repeated or the level of intoxication is more serious, it may be done after the first infraction.

Drug infractions may also result in immediate termination of employment.

An employee can be terminated immediately without warning if they are still on the trial period at the time of the substance abuse policy violation.

If an employee who has entered treatment breaches the plan or guidelines for their treatment and has an additional intoxication infraction at the workplace during their warning period, the employer may terminate the employment contract.

ANNEX 10.2 AGREEMENT ON THE GUIDANCE TO TREATMENT OF ABUSERS OF ALCOHOL AND OTHER INTOXICANTS

The purpose of this guidance to care agreement is to strive for a substance-free workplace and to improve and clarify workplace handling and treatment of substance abuse issues. Workplaces are encouraged to create and strengthen their own practices for the prevention of substance abuse. Particular emphasis is placed on preventive action, i.e. intervention at the earliest possible stage.

The purpose of the agreement is to highlight the detriment of intoxicants in working life and to highlight issues and solutions that could be helpful in creating workplace-specific practices.

1 PREVENTATIVE WORK

Preventive action supports joint occupational health and safety activities. Key here is information and training in substance abuse issues as well as the addressing of problems as early as possible. Information and education are centred on the dangers of alcohol abuse, recognizing abuse and the problems therein, intervention and opportunities for guidance to treatment.

2 INFORMATION AND TRAINING

By informing and training staff we aim to:

- distribute information on dangers and repercussions of substance abuse in the workplace;
- to change attitudes regarding substance abuse and its related problems so they may be identified and handled openly and constructively;
- to lower the barrier to intervening and talking about these issues;
- to advance awareness of and commitment to collective substance abuse policy activities
- to advance immediate and early intervention in cases of substance abuse; and
- to advance the guidance of substance abusers toward treatment.

Training is aimed at the entire staff, while making use of the expertise of occupational healthcare professionals.

3 THE WORKPLACE COMMUNITY

The working community must commit to a substance-free work culture. Everyone, both supervisors and employees, can act as a good example in the promotion of the substance-free policy in the workplace. There may also be a contact person familiar with substance abuse problems in the workplace. Passive acceptance, hiding and minimizing of substance abuse issues should not be permitted in the workplace. Professional and constructive intervention in cases of issues of infractions can often prevent the substance abuse problem worsening.

4 OCCUPATIONAL HEALTHCARE

Occupational healthcare has a legal obligation to provide preventative care. In health check-ups and medical care as well as in individual counselling, healthcare professionals are well-placed to promote healthy lifestyles free of substance abuse.

5 RECOGNITION OF THE SITUATION

For the prevention and care of substance abuse, recognition is essential. Substance abuse can take many forms, but some signs may be:

- repeated lateness, leaving early from work or other deviations from working hours;
- sudden and random absences;
- repeated changes in shifts;
- coming to work while hung-over;
- weakening of one's effectiveness at work, neglect of tasks and repeated mistakes;
- notes of sick leave from different doctors;
- avoidance of superiors;
- repeated accidents;
- drunk driving; and
- absenteeism.

Substance abuse may also be recognized during occupational health check-ups and treatment.

6 INTERVENTION

The use of controlled substances at work and working under the influence of intoxicants is a serious violation of the obligations of employment and a sign that the problem needs to be addressed. However, when handling the problem, one has to ensure discreet handling of the matter.

Talking about the issue at hand can be initiated by the supervisor, occupational health care worker or a co-worker.

Based on the discussion with the employee, a follow-up plan is made and the need for care assessed. Occupational health must be involved in planning, assessing the need for care, and monitoring the results.

6.1 RESPONSIBILITY OF SENIOR STAFF

If there are indications of a substance abuse problem in the employee's behaviour or performance, the supervisor must speak with the employee about the common practices and requirements of the workplace as well as discuss possible repercussions.

If it is unclear whether the performance issues are the result of substance abuse or illness, the employer must assess the situation on a case-by-case basis. However, any tests must comply with applicable regulations and ordinances. Drug testing is governed by the act on privacy protection in working life.

If it is unclear whether work-related problems are the result of substance abuse or illness, the employee concerned may be guided to their own occupational healthcare service for an assessment of their ability to work and an evaluation of the need for care.

6.2 SUPPORT FROM WORKMATES

The duty of each co-worker is to advise and encourage those suffering with substance abuse to contact a healthcare professional or another specialized professional. If a substance abuse counsellor has been designated in the workplace, the co-worker may also ask them to discuss the issue with the employee concerned. Hiding the problem is unacceptable, for example taking care of the tasks neglected by the employee affected.

To ensure success in treatment, it is important that an employee in care and returning from care be treated equally within the workplace community. This will support their recovery.

6.3 TASKS FOR OCCUPATIONAL HEALTHCARE

The task of occupational healthcare personnel is to assess the problematic use of alcohol and other substances in all of their work with patients, to actively intervene as well as to provide information and support.

If the occupational health service identifies a substance abuse problem, the task of occupational healthcare is to give information about treatment options for substance abuse issues and to guide the patient to appropriate treatment. In situations in which there is reason to suspect intoxication at the workplace and in which the intoxication may cause risk of danger or harm, the occupational healthcare representative must contact the workplace to inquire about the employee's performance at work and, when appropriate, propose a plan to guide the employee to treatment.

At the request of a supervisor, the occupational health service must carry out an evaluation of an employee's ability to work and of the need for care. They must also participate in guiding the employee to treatment, the implementation of the treatment and follow-up.

7 COOPERATIVE WORK AND PERSONNEL REPRESENTATIVES

The workplace principles of handling substance abuse, guidance to treatment and the role of occupational health care in substance abuse issues are part of the cooperative work noted in legislation on workplace occupational health and safety. Occupational health and safety representatives and stewards are also key partners in co-operation.

When dealing with a single case, the employer reserves the right to report to the employee representative, with the consent of the employee suffering with substance abuse. At the employee's request, the employee representative has the right to be present when dealing with the employer.

8 SYSTEM FOR GUIDANCE TO TREATMENT

Identification and treatment of a substance abuse problem are key contributors to the effectiveness of subsequent treatment. Work community members, co-workers and supervisors should encourage those suffering with substance abuse to seek treatment. The primary goal is to encourage the employee to take initiative and voluntarily seek treatment.

To facilitate access to treatment, the workplace must be aware of the available care facilities and types of treatment. If there is a substance abuse counsellor in the workplace, he or she may also take care of the practical arrangements in guiding the employee to treatment.

The aim of the treatment is to recover from the substance abuse problem, maintain one's health and working capacity, to reach one's best state of health and social integration, to stabilize one's work, to reduce absenteeism, and to address any personal or family issues they may have.

8.1 EMPLOYEE TO BE DIRECTED TO TREATMENT

An employee to be directed to treatment refers to an employee who clearly has or is developing a substance abuse problem that directly affects their social life, health, work or safety.

8.2 GUIDING TO TREATMENT

Guidance to treatment and the seeking out treatment happen in the following ways:

- voluntarily of the patient's own initiative or that of their family;
- encouraged by co-workers, supervisors or counsellors;
- encouraged by occupational health professionals; or
- on the initiative of the employer, when they have had to resort to a disciplinary measure resulting from problematic substance use (written warning)

Managers and co-workers play a key role in identifying a substance abuse problem at the workplace. The supervisor must appeal to the employee to seek treatment upon identifying the problem. Co-workers can also contribute in helping the employee seek out substance abuse treatment.

An employee suffering with substance abuse has the right to bring a substance abuse contact person, steward or other employee representative along to a discussion about guidance to treatment.

Those responsible for guidance to treatment should aim to address the problem of substance abuse before any disciplinary actions are undertaken.

To facilitate access to treatment and guidance to treatment, the following things must be done:

- on vessel notice boards and in clinics, there should be information about treatment locations and types of treatment for substance abuse (substance abuse treatment service guide);
- there should be a contact person one can speak with on the vessel or with the shipping company when seeking out treatment;
- the employer, contact people and occupational health professions work together in the practical implementation of guidance to treatment. The employer must notify the contact person of an guidance to treatment given on their part, if the employee in question gives their consent;
- during the process of guidance to treatment, a care agreement is drafter in which a plan regarding attending care, cost coverage, shipping company support for the employee and follow-up is agreed upon. The agreement is signed by the employer and the employee seeking treatment; and
- a plan for care is drafted with the treatment centre in which there is additional information on the method of treatment, for example.

8.3 CONTACT PERSON

Someone suffering with substance abuse shall be able to first contact the ship's or shipping company's liaison officer. As a liaison officer or contact person, the person chosen must be as suitable as possible for the position and be trusted by the personnel. A contact person can also be a representative of the occupational healthcare staff. The contact person is appointed by the Occupational Safety and Health Committee.

The contact person will take care of practical work related to guidance to treatment. The contact person also handles the necessary communication with the treatment centre, the employer, representatives and the occupational health staff.

Contact information of liaison officers should be on workplace bulletin boards and available in occupational health centres.

8.4 IMPLEMENTATION OF TREATMENT

During the treatment period mentioned in the care agreement, the use of disciplinary action should be avoided, except in cases in which the employee is under the influence of alcohol at the workplace. Before the employment contract is terminated during treatment, the supervisor must consult the occupational healthcare staff and the liaison officer.

Should the employee in treatment refuse to attend treatment or neglect treatment or if treatment is found to be ineffective, the employer is entitled to proceed, in accordance with the Seafarers' Employment Contracts Act and the applicable code of conduct.

Treatment takes place during free time, not during working hours.

8.5 SUPPORT WORK

If requested by the employee in treatment, they have the right to be transferred from their previous tasks or working group to another for the duration of the treatment, provided that this can be considered helpful to the treatment outcomes. Other support measures shall be implemented as necessary.

8.6 MONITORING THE TREATMENT

The parties involved in the guidance to treatment must cooperate with the treatment centre. The care agreement must also stipulate how to communicate with the treatment centre. The care agreement must be sent to the treatment centre for their information.

When guidance to treatment is initiated by the employer and/or when treatment takes place during working hours and always, if the employer participates in the costs of the treatment, the employer's representative is entitled to receive information on treatment visits and/or the discontinuation of treatment.

The occupational healthcare staff and the liaison officer will monitor treatment visits using the information provided by the treatment centre and discussions with the employee in treatment.

8.7 CONFIDENTIALITY

Information and treatment measures related to the guidance to treatment of an employee suffering with substance abuse are always confidential. Those who take part in the guidance and counselling for treatment should not, without the consent of the employee concerned, provide any related information to third parties.

8.8 EFFECTIVENESS OF THE TREATMENT

Treatment is to be considered effective if detrimental factors to the employee's health and social life as well as to their professional life have been signif-

ificantly reduced. The results may be, for example, reduced absenteeism, stabilization in their ability to work and less general illness.

8.9 Cost

Those who have voluntarily sought out institutional care receive sick leave pay during their treatment, if treatment was discussed and agreed upon with the employer in advance.

Costs are to be primarily covered by the person concerned. The care agreement can stipulate the plan for coverage of the incurred costs more accurately.

8.10 INFORMATION

This guidance to care agreement, contact details of liaison officers and information on treatment centres should be kept visible on bulletin boards. The same information is also provided to occupational healthcare staff, liaison officers and occupational safety and health personnel. The Occupational Safety and Health Committee must address any questions regarding information and cooperative work on guidance to treatment (such as public information, campaigns, training of liaison officers and occupational safety).

ANNEX 11 INTERNATIONAL TRAFFIC UNION REPRESENTATIVE AGREEMENT

INTRODUCTION

Maintaining and developing the collective bargaining system is based on the negotiation relationship between the sides of the employer and employees. The purpose of the trustee or steward system for such relationships is to ensure compliance with the agreements between the parties, to resolve disputes arising between the employer and the employees, to address other issues arising between the employer and the employees and to maintain and promote a positive working atmosphere, as required by the collective bargaining system.

To accomplish these goals, the signatories have signed an agreement on the steward system and the activities of stewards.

1 SCOPE OF THE AGREEMENT

This Agreement shall apply to collective agreements involving member companies of the Finnish Shipowners' Association, as part of the Finnish Seafarers' Union SMU and the Finnish Shipowners' Association, unless otherwise agreed between the parties.

2 UNION REPRESENTATIVE CONCEPT

A steward or trustee or union representative is the representative or trustee chosen by the members of the Finnish Seafarers' Union. This steward can be the primary representative of the shipping companies of a collective management body or the trustee of a specific vessel, or that of a ship's specific department. This may also refer to deputy stewards or deputy trustees.

3 RIGHT TO STAND IN UNION REPRESENTATIVE ELECTIONS

A steward must be an employee of the shipping company or the shipping company conglomerate and familiar with the workplace conditions.

4 SELECTION OF A UNION REPRESENTATIVE

Ship Steward

A ship steward and a deputy may be selected for the vessel.

The ship steward's deputy must be selected from the existing, elected department stewards.

Department Steward¹⁾

A work department with at least nine (9) employees who are members of the Finnish Seafarers' Union can select a department steward. The departments referred to are normally on-deck, engineering and service. However, for larger passenger ships, the service side may select more than one department steward, for example, if the service department is divided into separate sub-departments.

It may be decided between the department employees and the shipping company that a department steward shall be nominated, even though the department has fewer than nine (9) Finnish Seafarers' Union members as employees. Attention must be paid in these situations to, for example, the number of employees in the department and the opportunities for the steward to meet with the employees of the department, also taking into account differing schedules including rotational shift work. If an agreement cannot be reached, the matter may be brought for negotiations between the parties to this agreement.

Head Steward

A Head Steward may be elected if the number of vessels working in the shipping company or conglomerate is a minimum of five (5) or if they have a minimum of 100 employees.

Organization of elections

¹⁾ The parties are unanimous that on larger passenger vessels, the department break-down used should be: 1) on-deck department 2) engineering department 3) kitchen department 4) restaurant department 5) hotel department and 6) shop department. Furthermore, the parties are unanimous that it may be decided between the head steward and the shipping company that multiple department stewards may be elected for a single department, in that for example the restaurant department may select one department steward specifically for bars, à la carte restaurants or buffets respectively.

The shipping company must provide the opportunity for the organization of elections and for all members of the Finnish Seafarers' Union working in the ship or in a department thereon to participate in the elections. However, the organization and holding of elections must not interfere with normal work.

The Finnish Seafarers' Union SMU is able to give more detailed instructions on the organization and holding of elections.

5 NOTICE

A report of the election shall be drawn up in accordance with the attached model. An extract from the report (model attached) must be provided to the employer or employer's representative and to the Finnish Seafarers' Union.

6 INFORMATION TO BE GIVEN TO UNION REPRESENTATIVES

If there is confusion or disagreement in employment-related matters, the steward must be provided with all information relevant to the case. Information about the health condition or level of earnings of employees shall be treated confidentially.

The head steward and the ship steward are entitled to receive information on subcontractors working on board and on any outsourced workers on board their vessels in order to best carry out their duties.

The head steward and the ship steward must be provided with the agreements signed between the Union and the shipping company.

7 UNION REPRESENTATIVE DUTIES

The role of a steward is to represent the Finnish Seafarers' Union and its members in matters relating to the application of collective bargaining agreements and labour law, as well as those related to workplace rules and, in general, relations between the employer and the employee. The head steward also has the task of negotiating the staffing of the ship, as referred to in the collective bargaining agreement and the international passenger traffic vessel agreement, as well as facilitating communication between the employer and the Finnish Seafarers' Union and the employees.

The employment contract of a newly hired employee shall state what collective agreement applies in their employment relationship. An employee will also be informed of the Union's representation and negotiation system between

the Finnish Seafarers' Union and the shipping company and will be guided promptly and as soon as possible to see their own steward or ship steward or the head steward.

8 EMPLOYMENT RELATIONSHIP OF THE UNION REPRESENTATIVE

The union representative or steward is in the same position as the employer in the employment relationship, whether or not they are engaged in their stewardship in addition to their own work or whether he has been granted leave. The union representative is obliged to comply with the general terms and conditions of employment, working hours, orders of management and other instructions for orderly activities.

The steward's ability to develop and advance in their profession should not be undermined by a stewardship.

The employer and the head steward as well as the deputy head steward must determine during their mandate whether the maintenance of their professional skills requires vocational training that should be offered to both them and to other employees. The same applies to the Special Occupational Health and Safety Representative, if the ship-owner selects one.

9 RELOCATION OF THE UNION REPRESENTATIVE

During an employee's stewardship, it is not permitted to place the steward in a position that pays worse than the position they had at the start of their mandate nor is it permitted to terminate their employment contract because of their stewardship. Someone who works elsewhere on a fixed-term basis may be transferred back to their own role at the end of the aforementioned fixed term.

The head steward and deputy head steward as well as the Special Occupational Health and Safety Commissioner, if the ship-owner has chosen one, must be placed on the same ship or in the same traffic region where they had worked prior to being elected and in the same position, or, if this is not possible, in an equivalent role or, if this is not possible either, in a role that corresponds with their professional skills.

10 PROTECTION AGAINST DISMISSAL OF A UNION REPRESENTATIVE

If staff members at the company are dismissed or laid off for economic or production reasons, the dismissal or lay-off should not affect a steward unless the shipping company is completely shut down. If the steward cannot be offered a position that is equivalent to their previous one or otherwise suited to their profession, this rule may be waived.

The steward's employment contract may not be terminated for reasons relating to the steward him or herself without the consent of the majority of the workers represented by the steward.

A shop steward must not be placed in a disadvantageous position when assessing the criteria for termination of employment contracts.

Termination of the contract of a steward is not possible as a result of a serious breach or neglect of the employment contract or of the law, which impedes the employer's ability to reasonably be required to continue the contractual relationship, unless the breach or negligence has been repeated and the steward has been repeatedly warned about it in the past.

The provisions of this section shall also apply to a steward candidate, whose selection has been announced to the employer in writing. However, the candidate protection will start 3 months before the term of office of shop steward at the earliest or 3 months before steward elections, in which case the protective measure ends for all non-elected parties when the election result has been established.

The provisions of this section shall also apply to stewards six (6) months after the end of their stewardship.

If the employer intends to terminate the steward's employment contract, the parties to this agreement must be informed and immediately determine the reason for the termination in mutual negotiations.

If a steward's employment contract has been terminated in violation of this contract or law, the employer shall pay the steward compensation equivalent to at least 10 and a maximum of 30 months' salary. The compensation shall be required in accordance with the criteria laid down in Chapter 12, Section 2 of the Seafarers' Employment Contracts Act.

If a union representative has been away from work due to illness or injury, the shipping company must place them, when they have recovered, on the same ship or in the same traffic area they worked on previously and, if that is not possible, work that corresponds or is equivalent to the previous position and

employment contract or, if this is not possible either, a position within the steward's professional field.

The operation of a vessel used for seasonal traffic shall be deemed to be interrupted when the vessel arrives at the site of its winter berth. The steward has the right to return to the ship, if it is put into service again, after the winter season.

An employer who fails to comply with the aforementioned provisions for the return of a steward after illness or disability or the return of a steward working on a seasonal vessel shall be obliged to pay compensation to the steward in accordance with the seafaring industry's agreement on protection against dismissal.

An employee acting as steward must be pre-notified of the termination of their employment contract three (3) weeks before the delivery of the actual notice of termination if the employment relationship has lasted under a year and four (4) weeks prior if the employment relationship has lasted longer than a year. Prior notice to the steward must also indicate the reason for dismissal. Information about the notification of termination must be given to the head steward and the ship steward as well as to employees of the steward's workplace and to the parties to this contract. The ship steward shall be informed of notice of termination given to a department steward. However, there is no obligation to provide notice in this way if there is no legal barrier to the termination of the contract by the employer.

The provisions of this paragraph shall also apply to a deputy head steward and to a Special Occupational Safety and Health Representative, if there is one appointed.

11 GRANTING LEAVE AND COMPENSATION FOR LOSS OF EARNINGS

Granting leave

In order to effectively complete their tasks, stewards are granted temporary or regularly reoccurring periods of leave from their jobs.

In order to be able to best handle urgent matter, the steward should be granted leave at times that fit into their work schedule.

If the head steward or ship steward are regularly on reoccurring periods of leave from their jobs, they must handle their stewardship responsibilities during the time of leave.

Stewards are regularly given reoccurring leave from their jobs to complete the tasks of their stewardship. It is implemented in the following way:

In the agreement on international passenger traffic vessels:

| | | |
|--|-----------|----------------|
| <i>Department steward, representative:</i> | | 0,5 days/week |
| <i>Ship steward, representative:</i> | | |
| 1 - 59 | employees | 0,25 days/week |
| 60 - 139 | employees | 0,5 days/week |
| 140 – 199 | employees | 1,0 days/week |
| over 200 | employees | 1,5 days/week |
| <i>Head steward, representative:</i> | | |
| 1 - 199 | employees | 1,5 days/week |
| 200 - 499 | employees | 2 days/week |
| 500 - 799 | employees | 2,5 days/week |
| over 800 | employees | 3 days/week |

In the agreement on international commercial traffic vessels:

| | | |
|--------------------------------------|-----------|---------------|
| <i>Ship steward, representative:</i> | | |
| 9 - 59 | employees | 2 hours/week |
| 60 - 139 | employees | 5 hours/week |
| 140 - 199 | employees | 8 hours/week |
| over 200 | employees | 12 hours/week |
| <i>Head steward, representative:</i> | | |
| 1 - 199 | employees | 14 hours/week |
| 200 - 499 | employees | 17 hours/week |
| 500 - 799 | employees | 20 hours/week |
| over 800 | employees | 24 hours/week |

If a steward is unable to make use of the leave as a result of the urgent nature of their work or otherwise due to their workload during working hours and should they, for this reason, be forced to complete stewardship tasks during their free time, the leave stipulated in this agreement shall be granted to them as additional leave in the manner defined by the Finnish Seafarers' Union and the shipping company.

Compensation of loss of earnings

In the case of the international passenger vessel agreement, the head steward's pay bracket is, regardless of the occupation of the head steward, at least at level 3 of the service staff. The service payment is paid according to the average service payment payable by the ship-owner, while being based on a higher service payment (4%) also paid for the time the head steward is on stewardship leave.

In the collective bargaining agreement for international on-deck and engineering personnel and service staff, it is noted that the head steward shall be paid at least the salary paid to a repairman in the YT pay bracket with all eventual supplements.

The head steward and the deputy head steward are entitled to receive compensation for each day spent on stewardship tasks, which should be equivalent to payment for 2 overtime hours on passenger vessels and 2 normal working hours for cargo ships.

If a steward performs tasks agreed upon with the employer outside of their regular working hours, they will be paid an overtime allowance for this lost time or a form of additional compensation shall be agreed upon.

The above provisions also apply to the special occupational safety and health representative, if one has been elected for the shipping company.

12 UNION REPRESENTATIVE TRAINING

Stewards should be afforded the opportunity to participate in training where possible. The training should add to the employee's abilities and competence in handling stewardship-related tasks.

13 WORKSPACE AND EQUIPMENT OF THE UNION REPRESENTATIVE

A steward must be provided with a space in which they can keep the documents and office equipment necessary to complete their duties. If the size of the workspace so requires, the employer must also arrange for the steward to have an appropriate to arrange negotiations necessary in stewardship tasks.

To be able to effectively fulfil their obligations, the head steward and the ship steward have the right to use normal office and communication equipment free of charge, including mobile phones, e-mail, the internet connection and IT equipment as well as related software.

For the purpose of information distribution, the steward must be provided with an appropriate place for the public release or distribution of notices and bulletins.

14 ORDER OF NEGOTIATIONS

In matters relating to the fulfilment of the steward's job requirements and their technical arrangements, the employee must first turn to their immediate supervisor.

If an employee has not received any salary or employment terms from a supervisor, they may refer the matter to a negotiating body between a steward and a supervisor or an employer's representative. If the issue is not resolved this way, it may be transferred to settlement negotiations between the ship steward and the employer's representative. If the matter still cannot be resolved in these negotiations, it may be transferred to the head steward for resolution.

If the disagreement in the workplace is not able to be resolved in-house, as described above, it may be settled in the order of negotiations stipulated in the collective agreement.

ANNEX 11.1 ANNEX TO THE UNION REPRESENTATIVE AGREEMENT

Finnish Seafarers' Union SMU
[Shipping Company]

Date

[THE SHIPPING COMPANY'S] CREW'S HEAD STEWARD

1. HEAD AND DEPUTY HEAD STEWARD

---- has been elected as the shipping company's Head Steward for the --- pe-
riod. --- has been elected Deputy Head Steward.

2. COMPENSATION OF LOSS OF EARNINGS

In the scope of the collective agreement for on-deck, engineering and kitchen staff on international vessels, the head steward has the right to receive the full salary of a certified machinist. In the scope of international passenger vessels, a full salary corresponding to, at least, pay bracket three (3). In the scope of the collective agreement for international vessels of small tonnage, it should be at least the full salary of a certified petty officer.

On days they spend fulfilling their stewardship duties, the head steward and deputy head steward are, in the scope of the collective agreement for international small tonnage vessels covering on-deck and engineering crew as well as kitchen staff, entitled to receive two (2) daily overtime hours' salary. Under the international passenger vessel agreement the compensation should be for two (2) over time hours' pay.

The head steward and deputy head steward shall be paid the same meal allowance as an employee who is not provided with food or housing on the ship for every day they use to fulfil their stewardship duties.

3. LEAVE FOR A STEWARD

The head steward is entitled to stewardship leave for the fulfilment of their duties in accordance with the stewardship agreement:

In the scope of the agreement on international commercial vessels, the head steward has the right to be granted leave to fulfil stewardship duties

- 14 hours and in the guaranteed salary system 1,75 days per week, when there are 0-199 employees at the crew member level,
- 17 hours and in the guaranteed salary system 2,125 days per week, when there are 200-499 employees at the crew member level,
- 20 hours and in the guaranteed salary system 2,5 days per week, when there are 500-799 employees at the crew member level,
- 24 hours and in the guaranteed salary system 3 days per week, when there are over 800 employees at the crew member level,

In the scope of the agreement on international passenger vessels, the head steward has the right to be granted leave to fulfil stewardship duties

- 1,5 days per week, when there are 0-199 employees at the crew member level,
- 2 days per week, when there are 200-499 employees at the crew member level,
- 2,5 days per week, when there are 500-799 employees at the crew member level,
- 3 days per week, when there are over 800 employees at the crew member level,

Stewardship leave should be planned in such a way that it takes into account the steward's position's rotational shift system and in such a way that the leave does not cause extra flight change costs or other costs.

The leave intended for stewardship duties is to be taken on weekdays (Mon-Fri). On other days, rotational leave days are to be used.

The head steward keeps a diary of their working hours and gives it to payroll each month.

4. ANNUAL LEAVE

The head steward has, in accordance with the Seafarer's Annual Leave Act, the right to annual leave twice a year for a minimum of X days in one single block. This must always be agreed upon between the shipping company and head steward.

2) the length of leave depends on the agreement applied.

5. WORKING SPACES

The employer is responsible for providing the head steward with a locked office space in which they may store necessary documents and equipment.

If separately agreed upon, the head steward may complete his stewardship duties from home.

6. OFFICE EQUIPMENT

The employer provides the head steward with a mobile telephone, necessary IT equipment and software as well as an internet connection. The employer covers the costs of this equipment.

7. TRAVEL COMPENSATION

The employer covers any travel costs incurred by the head steward in their stewardship duties or covers the costs of the use of their own vehicle using the instructions provided by the tax administration. The compensation for use of one's own vehicle is paid by the kilometre and must be invoiced.

Shipping Company Head Steward, Union Representative

ANNEX 12 STK/SAK: AGREEMENT ON TRAINING ACTIVITIES WITH INSTRUCTIONS FOR APPLICATION AND SEAFARING INDUSTRY ADAPTATIONS

INTRODUCTION

The development of society, the transformation of industrial structures, maintaining employment and increasing productivity as well as developing participatory systems require constant and systematic training activities for almost all categories of people. Central organizations urge their members to welcome this type of education. When they have more leisure time, staff members have better opportunities to integrate their profession into their own hobbies. This adult education will have an ever-increasing significance in society.

Training also plays a key role in developing cooperation between labour market partners. This is why central organizations consider it important to cooperate to promote education and training. At the same time, the central organizations find that participants in their own training activities promote the maintenance and development of professional and trusting relationships.

1 § TRAINING WORKING GROUP

For the implementation of this agreement, a training working group has been formed for which each central organization will name three (3) representatives. The training working group is also a general cooperative body in training matters for the central organizations.

2 § CONTINUATION, SUPPLEMENTARY AND REFRESHER VOCATIONAL TRAINING

When an employer offers an employee vocational training or sends them to training events related to their profession, the direct costs caused by training and the loss of earnings of regular working hours are compensated. If the training takes place entirely outside of working hours, the resulting overtime costs will be compensated as well.

When an employee participates in a financially subsidized training under the Act on the Development of Professional Skills, the employer's obligation to pay for the costs of the training and to compensate the loss of earnings caused by the training is subject to what is stipulated in this agreement. If the

training takes place outside of working hours, the same principles on the compensation of costs and loss of earnings apply.

Application guide

Vocational training

The promotion of vocational training at the company level is to be implemented so that companies provide their staff with vocational training to support the introduction of new working methods and the improvement of professional skills during the contract period. **Koulutuksen kokonaismäärä on vähintään tuntimäärä, joka on 16 kertaa yrityksen keskimääräinen, vähintään vuoden yritykseen työsuhhteessa olleiden määrä vuonna 1986.** The company selects participants for the training modules. The plan to be implemented is handled in accordance with cooperative work practices used by the company. In addition, the provisions of Section 2 of the training agreement are followed, as well as the following principles:

- the company can provide training as an internal training or by taking advantage of public or private educational institutions or by other appropriate means.
- compensation for loss of earnings will be paid for training during working hours.

Sending an employee to a training

The employer's obligation to pay compensation for costs incurred and loss of earnings is applicable to training organized by the employer as well as training sessions to which the employer has sent an employee. The compensation of costs for training therefore requires that the employer has been notified of the training in question and considers it to be appropriate in the scope of this agreement. Before an employee can register in the training event, this must be clear so that participation in the training is seen to be initiated by the employer. In these cases it is of no importance whether the employee is being sent to an external training or the employer is providing the training in another way.

Direct costs

For the direct costs referred to in the contract, the employer is to compensate firstly the travel costs, unless they can be considered part of daily living expenses locally (a local city bus ticket, for example). Other costs referred to in this section refer to, for example, course fees and the cost of course materials that are required in the course programme. If these course materials are still

usable after the training, the employee should give them to the employer for further use once they have received their compensation for the costs.

For courses requiring the employee to stay overnight, the employer shall pay a full-board compensation for each course day. For non-overnight courses, the daily allowance provisions of the collective agreement are an appropriate compensation. The employer will therefore be responsible to pay allowance for food, half-day and full-day daily allowance or any other allowance for accommodation, for the entire duration of the course.

Loss of earnings

When a person participates in a course organized in the same municipality as their workplace, he or she will be compensated for the loss of regular working hours, with the compensation corresponding to their median hourly earnings. In municipalities outside that of the workplace, a compensation for lost earnings corresponding to the employee's median hourly earnings will be paid, unless otherwise stated in the collective agreement. Similarly, travel hours are compensated for corresponding to the number of lost regular working hours. The employer does not pay for other hours of travel. The salary of employees paid weekly or monthly is not reduced during the time of the training or their travel.

Training outside of normal working hours

There is no compensation paid for participation in trainings that occur outside of regular working hours. The compensation for loss of income is only paid for working hours and wages the employee has lost due to their participation in the training.

When an employer sends an employee to a training session related to their occupation, which is held outside of normal working hours, the direct costs incurred shall be compensated. These may include, for example, higher than normal travel costs between the employee's home and the training site. Whenever possible, these costs should be identified ahead of time so compensation can be agreed upon beforehand.

Adaptation for the seafaring industry

At the start of the employment contract, an employee who will work under a certain professional title must have the professional qualifications and an additional qualification certificate. While working for the employer, the employee is entitled to receive compensation from the employer for the purchase, re-

renewal and replacement costs of any ship-related or task-related STCW Convention additional qualification certificates, including course fees and course materials, travel expenses or maintenance and reclaiming of qualifications. The employer is also required to compensate the employee for the cost of obtaining travel documents, such as a seaman's passport and a visa.

Application guide

If an additional certificate of qualifications is not necessary for the handling of the task the employee was hired for nor does the employer require such a certificate, the employer shall not be required to pay for the acquisition, renewal or replacement costs of the additional qualification certificate. Thus, the employer is not obliged to cover the costs of the purchase, renewal or replacement of a rescue boat or fast rescue certificate, for example, if the fulfilment of an employee's duties does not require these types of certificates or if the certificates are not required on the vessel in question.

Instructions given on the loss of earnings must be understood to mean that a course participant is entitled to receive their guaranteed or basic salary, including any additional supplements, as well as any possible shift-specific service payments and tips.

The signing parties note that the aim should be for course participants to time their participation to be at the beginning or end of annual or compensatory leave, as this can help in avoiding any unnecessary waiting times.

3 § COLLECTIVE TRAINING

The signing parties note that collective training is normally most appropriately implemented on a workplace-by-workplace basis, as this way local conditions are best taken into account.

The trainings required by the cooperation agreements between the central organizations are organized by

- 1) central organizations or their member associations jointly,
- 2) cooperative bodies of the central organizations or their member associations as required by the cooperation agreements; or
- 3) the employer and employee sides collectively in the workplace.

The parties note that collective training is usually best-suited to be organized for a specific workplace, as in this way local conditions are best taken into account.

A member of a cooperative body or contractually obligated employee representative who participates in a training session shall be compensated in the manner outlined in section 2. Participation in a training session shall be agreed upon locally in the cooperative body or between employer and steward and is dependent on the nature of the training.

Application guide

Cooperation agreements, which may lead to the emergence of specific training needs, include, a rationalization agreement, a labour protection agreement, a communications agreement, a steward agreement or a contract on the development of workplace health care.

The agreement shall list the parties who, in the scope of the agreement, shall be considered organizers of the collective training.

Cooperative bodies of the central organizations and their member federations referred to in the training contract include the Rationalization Negotiation Group (RANK) and the working group on training, the Central Commission for Occupational Safety and other union-specific groups working on these same portfolios.

This section of the agreement shall be considered to refer to the following domains of training: employment, business and entrepreneurship, occupational safety and rationalization. However, it is nevertheless necessary that such joint training is relevant to cooperative tasks of the participants.

Compensation for loss of earnings and direct costs, as in the cases of vocational further training, refresher training and supplementary training, shall be paid to a member of the cooperative body who participates in the collective training course and to any employee representatives otherwise contractually obligated to participate. Depending on the nature of the situation, participation in a training session shall require an agreement between concerned parties, which may be representatives in the relevant local cooperative body or the employer and steward.

4 § LABOUR UNION TRAINING

4.1 PRESERVATION OF THE EMPLOYMENT RELATIONSHIP AND NOTICE

For courses lasting a month or less, the Central Organization of Finnish Trade Unions (SAK) and its member federations shall allow employees the opportunity to participate in the training without interruption to their employment relationship, should it not cause significant damage to production or business operations. In cases in which this is not possible, the head steward shall be notified of the reason why granting leave is not possible, no later than 10 days before the beginning of the training course.

An employee planning to participate in a course should, if the course lasts one week or less, notify the employer at least two weeks before the start of the training. If the course lasts longer than one week, they should be notified at least 6 weeks beforehand.

If the employee has participated, in accordance with the order described above, in a so-called three-month course organized by SAK, there shall be no interruption to the employment relationship.

4.2 COMPENSATION

In the cases of cooperative training sessions organized by SAK, which are organized in institutes or course centres operating under SAK, the employer is obliged to grant compensation to a participating steward, an Occupational Safety and Health representative, a deputy representative, or an Occupational Safety Committee member and the Occupational Safety Ombudsman. Compensation for the loss of earnings shall cover a maximum of one month for a steward and a maximum of two weeks for those aforementioned working in the field of occupational safety and health. Likewise, in the case of stewardship-related trainings in these institutes or course centres, the chairperson of a professional department shall be compensated for up to one month if they work in a company with at least 100 employees in the industry and they have at least 50 employees in the professional department they head.

The steward and the professional department chairperson shall be reimbursed for loss of earnings equivalent to up to one month, should they participate in a three-month SAK course and work in a company in which there are at least 100 relevant industry employees and, in the case of the chairperson, they have at least 50 employees in the professional department they head and plan to return to the same place of employment after the training.

In addition, compensation of the costs arising from food during the course for each employee referred to in Section 2 shall be the meal compensation agreed upon by the central labour union organizations. However, this type of compensation shall not be paid for a longer period of time than the loss of earnings compensation mentioned above.

Application guide

a) Granting leave

The employer is contractually obligated to allow employees to participate in a training of up to one month in length without any interruption or the termina-

tion of the employment relationship, if the course is organized by a central organization or trade union and barring a case in which participation causes a substantial disruption to production or business activities. This disruption can only be assessed on a case-by-case basis. If leave for the training is not granted, the employer must also indicate the reason for the denial. In order to eliminate potential sources of conflict, an employee should notify the employer of their intention to participate in the course as soon as possible. If the employee is not able to participate in the course at their requested time, they shall jointly, with the employer, seek out another possible time when there will be no obstacles to their participation.

Participation in a course of this type shall not result in a reduction of the employee's annual leave, group life insurance, and holiday pay or retirement benefits. Thus, the duration of the course is considered equivalent to normal working time in these calculations. Apart from the granting of leave and preservation of these benefits, the employer shall not be liable to any other obligations, other than compensation for loss of income and meal costs during SAK-organized courses (under certain requirements) in the case of stewards, department chairpersons, the Occupational Safety and Health representative, the deputy OSH representative, members of the occupational safety and health committee, or the OSH ombudsman.

Before attending a training session, employees must come to an agreement with the employer regarding their participation and determine in advance: whether the training in question is one for which the employer will reimburse the employee in accordance with the agreement on training and what the level of such compensation is. Compliance with the procedures set out in Section 4, sub-section 1 is a pre-requirement to receive these sorts of benefits.

b) Stewards

In the agreement on training, it is stated that a steward shall receive compensation for loss of earnings when participating in stewardship courses organized by SAK, assuming

- that the course is related to the duties of the steward in question. In the minutes of the signing of this agreement, it is stated that, in addition to actual stewardship courses, rationalization and technical salary training can also be considered appropriate steward training as required, if the steward encounters these themes in fulfilling their normal duties.
- that the person has at the time of registry already been selected as a steward;

- that the person in question has not previously received compensation for participation in the same course
- that the training cooperation working group has accepted the course in question as a course acceptable for the compensation of loss of earnings. Central organizations inform the training cooperation working group decisions regarding the approval of courses, indicating the name, location and time of each course.

The three-month stewardship course is an exception to the rule on the maximum training length of one month. A steward may participate in this three-month course, under the above conditions if they work in a company with at least 100 employees in the relevant sector.

Adaptation to the seafaring industry

It is agreed that one steward may participate in the three-month SAK course from each shipping company, assuming the company has a total of at least 100 Finnish Seafarers' Union members as employees.

However, the participants in this three-month course will only be compensated for the loss of earnings of one month. Annual holiday benefits, pensions and other comparable benefits will also be accrued for just one month. This stipulation does not affect the right to leave or the determination of date of one's holiday.

An additional prerequisite for the payment of compensation to course participants is that, at the end of the course, they return to work for the same employer/at the same workplace.

Steward or union representative is used here to refer to a professional department head steward or deputy head steward or a department steward.

The agreement stipulates compensation for loss of earnings as described in accordance with the application guide of Section 2 above, as well as for course meal costs as stated below.

The condition that the participant has not previously received compensation for the same course is not applicable in the case of the varied, specialty courses organized by the Finnish Seafarers' Union each year.

c) Professional department chairpersons

Following the same requirements mentioned above regarding the case of stewards, professional department chairpersons may participate in stewardship-related training sessions, if they work in a company with at least 100 employees in the relevant industry and are responsible for at least 50 professional department members.

d) Occupational Safety and Health representatives, deputy representatives, members of the Occupational Safety and Health committee and OSH Ombudsmen

In accordance with the agreement on training, persons occupying stewardship or representative roles in the field of occupational safety and health shall receive compensation for loss of earnings while participating in a SAK-organized occupational safety and health training module, assuming

- that the course content and themes are related to their OSH duties;
- that the person in question has already been selected to their representative position at the time of registry in the course;
- that the person in question has not received compensation for participation in the same course;
- that the training cooperation working group has accepted the course in question as a course acceptable for the compensation of loss of earnings. Central organizations inform the training cooperation working group decisions regarding the approval of courses, just as they do in the case of steward courses.
-

In accordance with this agreement, compensation for the loss of earnings shall be paid as stipulated in the application guide in Section 2, as will meal costs in accordance with the practice described below.

According to the Act on the Supervision of Employees' Occupational Safety, the Occupational Safety and Health representative may, under the same requirements defined by the central organizations' training agreement, participate in a SAK-organized basic course in labour studies, should the course last a maximum of five days. This follows the same stipulations as a steward's participation, as outlined in the stewardship agreement. An additional condition is that the representative is required to use the material collected labour markets studies in the fulfilment of their tasks.

Compensation of meal costs for participants in union training modules

The agreement stipulates that compensation of meal costs shall be paid to stewards, professional department chairpersons, occupational safety and health representatives and deputy representatives, members of the Occupational Safety and Health committee and Occupational Safety and Health Ombudsmen, who are entitled to compensation for loss of earnings due to participation in a labour union course. However, this meal compensation shall not be paid for more days than the number covered by the loss of earnings compensation. In practice, for a week-long course, the compensation for meal costs is paid for a total of five days, for a two-week course 10 days of compensation for meals and for a course of one month or longer, meal compensation is paid to cover 20 days.

The compensation of meal costs is meant to cover the additional costs arising from participation in training outside of one's home municipality.

It is most appropriate to pay the meal allowance according to the rules and routines in use at the company for other, comparable travel. It is recommended that payments be made directly to the employee prior to departure in cash, which later for reasons of accounting should be certified by the employer with a voucher or certificate from the course centre, which includes the name of the course the employee participated in.

5 § SCOPE OF LABOUR UNION TRAINING WORK

The training working group may approve the courses referred to in Section 4, paragraph 2 for applicability for compensation in the agreed scope put out by the central organizations.

6 § SOCIAL BENEFITS

Participation in a labour union training session, as mentioned in Chapter 4, does not cause any reduction in annual leave, pension or other similar benefits.

ANNEX 13 OPERATING MODEL FOR EMPLOYMENT AND CHANGE SECURITY

The shared goal of this operating model for the employer, employees and the labour authority is to improve cooperation and ensure the swift access to employment of those in the workforce.

COOPERATION AND DISMISSAL PROCEDURES

At the beginning of co-operation negotiations, the employer presents an action plan applicable to a minimum of 10 employees. Its content is agreed upon with staff representatives. The plan outlines the procedures and forms of negotiations, the planned schedule and the planned policies at the time of dismissal as they pertain to the use of job-seeking, training and labour administration. The plan takes into account the existing norms in situations of personnel reductions. In the case of collective bargaining/cooperation negotiations involving less than 10 employees, the cooperation procedure provides a plan of action for the use of job-seeking services, training and labour administration.

Negotiations on the content of an action plan are not prevented by the restriction that stipulates that in cases cooperation negotiations involving a large volume of dismissals, the handling of dismissal options may start only seven days after the consideration and handling of justifications and their effects.

In the process of a cooperation negotiation process that involves personnel reductions, necessary changes to the staff plan should also be taken into consideration.

The employer and the employment authority shall map out, without delay, the need for public employment services during the cooperation negotiations or the redundancy/lay-off procedure in a small business. The aim is to agree with the employment authority on the type of services to be provided as well as on the schedule for their implementation and on the cooperative work involved in their implementation. Personnel representatives are involved in this cooperation.

EMPLOYMENT PROGRAMME AND ITS REALIZATION IN CASES OF DISMISSAL

The employer is obligated to notify of the right to an employment plan and increased study benefits.

The employer must inform the employment authority of any dismissal made for economical or productive reasons if the dismissed employee has a work history of at least three years. The obligation to notify also applies to the termination of a fixed-term employment relationship that has lasted three years or longer with the same employer, with consecutive, uninterrupted contracts or very short interruptions between contracts. Immediately following the termination of the employment relationship, the employer is obliged to provide the employment authority, with the consent of the employee, with information regarding their education, work experience and previous work duties. The employer may also participate in the drafting of the employment plan separately as well, should that be decided on.

Following the termination of an employee's contract, the employee is entitled to leave without loss of earnings during their notice period in order to participate in the preparation their employment programme, for their own or authority-supported job-seeking and job interviews, resettlement coaching, a work placement or internship or labour training. The length of the period of leave depends on the duration of the employment relationship as follows:

- 1) maximum of 5 days, if the employee's term of notice is a 1 month maximum;
- 2) maximum of 10 days, if the employee's term of notice is over 1 month but a maximum of 4 months; and
- 3) maximum of 20 days, if the employee's term of notice is over 4 months.

It is also a requirement that the leave does not cause any significant difficulty for the employer.

The employee must notify the employer of their period of leave without delay and, upon request, present them with an explanation of the grounds for the leave.

ANNEX 14 AGREEMENT ON THE DANGER OF WAR

The undersigned have agreed on the following points as they relate to the danger of war and the threat of conflict (for example, pirates):

Areas considered to be war danger zones or similarly at-risk areas are approved by the Lloyd's Joint War Command (JWC, see a separate list updated on a case-by-case basis).

On ships operating in an area considered to be in danger of war, personnel are paid a 100% increase in salary or guaranteed wage. Overtime in a war danger zone is paid from the salary or guaranteed wage, increased by 100%.

The increased remuneration shall be paid starting at the beginning of the day during which the vessel enters the aforementioned area and be paid until the end of the day during which the vessel exits the area. However, the increased remuneration period lasts a minimum of two days.

When calculating pay for an employee's annual leave, the period during which increased salary or guaranteed wage was paid should be taken into account (in accordance with the pro rata principle).

Insurance for workplace accidents, collective life insurance and personal property insurance are valid in these areas (unless another agreement on the danger of war exists) in such a way that in the event of accidental injury or death resulting from military action or similar actions:

- the collective life insurance compensation in the case of death shall be double;
- In addition to the statutory accident insurance compensation, the one-off compensation for a 100% loss of the ability to work is 210,000 euros. A lesser loss of the ability to work shall be compensated with a lump sum equal to the pro rata proportion of the full lump sum. An increase in the level of lump sum compensation is made annually as it is done according to law for any compensation for other accidental injury insurances;
- loss of personal property is compensated for in accordance with the Seafarers' Employment Contracts Act (756/2011) Chapter 13, Section 16.

If an employee does not wish to accompany the vessel in an area in which there is a danger of war or another similar area, they must notify the employer immediately upon becoming aware of the vessel's plans to travel to this sort of area.

This agreement on the danger of war is in force as are other collective bargaining agreements in the domain of international traffic.

IN HELSINKI, June 27th, 2012

Finnish Shipowners' Association
SUOMEN KONEPÄÄLLYSTÖLIITTO ry

Finnish Seafarers' Union SMU ry
The Finnish Ship's Officers' Union

ANNEX 15.1 CALCULATING FIXED-TERM EMPLOYEES' WORKING DAYS AND DAYS OFF

APPLYING SECTION 4.4 OF THE COLLECTIVE LABOUR AGREEMENT

The undersigned have agreed on the following as it pertains to the interpretation of Section 4.4 of the collective labour agreement on international passenger vessels, which was added in March of 2003 (calculation of a fixed-term employee's working days and days off):

a) Application guide for the calculation of a fixed-term employee's working days and days off:

An employee (extra worker) whose working time and time off are not entered into the shift list and whose employment contract lasts less than 14 days and who is not replacing another employee, must have a maximum total of 12 working hours on the day of their arrival and departure. This type of worker, however, has the right to work at least eight (8) hours on their arrival and departure days. An extra employee is paid their salary from the beginning of the day of their arrival until the end of the day the employment relationship ends (2). If an extra worker works on the day of their arrival or departure, they are entitled to one day off in accordance with the 1:1 rotation system if the days of arrival and departure are counted as one.

For example:

| | | | |
|-------------------|-----|-------|--|
| Fri | Sat | Sun | |
| 2 | 10 | 8 | |
| ----- ----- ----- | | | = 3 days' salary + 2 vacation days' salary |
| 20.00 | | 20.00 | |

| | | | |
|-------------------|-----|-------|--|
| Fri | Sat | Sun | |
| 6 | 10 | 4 | |
| ----- ----- ----- | | | = 3 days' salary + 2 vacation days' salary |
| 12.00 | | 12.00 | |

| | | | |
|-------------------|-----|-------|--|
| Fri | Sat | Sun | |
| 8 | 12 | 10 | |
| ----- ----- ----- | | | = 3 days' salary + 3 vacation days' salary |
| 12.00 | | 12.00 | |

ANNEX 15.2 **CALCULATING FIXED-TERM EMPLOYEES HOLIDAY PAY**

APPLYING SECTION 4.4 OF THE COLLECTIVE LABOUR AGREEMENT

The undersigned have agreed on the following as it pertains to the interpretation of Section 4.4 of the collective labour agreement on international passenger vessels, which was added in March of 2003 (calculation of a fixed-term employee's holiday compensation):

The following is the formula for calculating the holiday compensation of an employee whose employment contract is made for a fixed term in accordance with the Seafarers' Employment Contract Act, Chapter 1, Section 4:

Holiday compensation is 11% of the employee's salary, increased by 1.18, to cover the time during which they have not received holiday compensation.

Furthermore, for employment relationships lasting under 14 days, in accordance with the collective labour agreement Section 7.3, meal and housing allowances included in the holiday compensation shall be paid in the following way:

| | |
|--------------------------|--------------------------------|
| 1-3 days of employment | 0,5 x meal and housing payment |
| 4-6 days of employment | 1 x meal and housing payment |
| 7-9 days of employment | 1,5 x meal and housing payment |
| 10-13 days of employment | 2 x meal and housing payment |

EXAMPLE OF APPLICATION:

- an employee, whose employment has lasted four days
- the employee's salary is 4 x daily salary + 4 x meal and housing payment, which is multiplied by 1.18. Holiday compensation is calculated to be 11% of the sum of the equation above. In addition to this, one (1) meal and housing allowance is also paid.

Note! When calculating holiday compensation, overtime compensation and service payments are not taken into account.

ANNEX 16

MODEL AGREEMENT ON GUARANTEED SALARY

Finnish Seafarers' Union SMU
[Shipping company]

Date

EMPLOYMENT AND SALARY CONDITIONS ON THE VESSEL ...

[Shipping company name and vessel name] adheres to the collective agreement in force on commercial vessels, signed by the Finnish Seafarers' Union SMU and the Finnish Shipowners' Association, with the additions and exceptions mentioned below:

This collective agreement has provided labour cost savings, as required by the law on the improvement of competitiveness of marine transport vessels.

The contract is valid from x.x.xxxx as is the commercial vessel agreement. However, the validity during the first six (6) months shall be considered a test period. If the ship's region of traffic is changed significantly, the parties agree on the amendments needed to the agreement as a result of this change before it comes into effect.

1. STAFFING

When the vessel is in traffic, it must have at least the number of personnel outlined in the annex on board.

If a member of the crew arranges for meals outside of the shared facilities or if they are provided with private service, one kitchen assistant shall be added to the kitchen staff.

When there is a sea watch on board, its configuration shall include a crew member in accordance with regulations on guarding. The manning of the bridge shall include a qualified navigational watch, as stipulated by the regulations on guarding.

Should the crew of the ship propose to increase the number of personnel, it is advised that they follow the order of negotiation referred to in the stewardship agreement. If the negotiations do not lead to a result, the matter will be transferred to negotiations between the Finnish Seafarers' Union and the shipping company.

Every member of the crew takes care of the day-to-day cleaning of his own cabin. More thorough cleaning is done every time there is an exchange or once a month. Additional workers will be hired for more thorough cleaning of communal social areas, as well as for events organized or approved by the shipping company on board the ship.

The employment contract of every employee shall include the professional title of the employee as well as an indication of the applicable collective agreement. An employee will also be informed of the stewardship and order of negotiations system between the Finnish Seafarers' Union and the shipping company and will be guided promptly and as soon as is possible to their department steward or ship steward or to the head steward.

2. WORKING TIME AND SHIFTS

2.1 Working Time

Regular working hours are a maximum of 8 hours per day and 40 hours per week.

Guaranteed salary includes 8 regular working hours per day including Saturdays, Sundays and other holidays as well as a maximum of X overtime hours in a calendar week (Staffing daily overtime hours and Z holiday overtime hours). However, the maximum working time included in one's guaranteed salary shall be 12 hours.

If one accumulates more than X overtime hours in one calendar week (Staffing daily overtime hours and Z holiday overtime hours) or if one works for over 12 hours during one day, these extra hours will be compensated for as overtime. The overtime compensation is calculated by using the W¹⁾ value from the guaranteed salary.

The regular working hours for an exchange day will be either four (4) or eight (8) hours. The instructions of this collective agreement replace the following

¹⁾ Esimerkki: Jos takuupalkkaan on sisällytetty ... arkiylityötuntia ja ... pyhäilytunti, jakaja (Staffing) on

legal regulations and instructions from the collective agreement on commercial vessels:

1) Seamen's Working Hours Act

- 4 §(regular working hours),
- 5 §(scheduling of working hours) paragraph 1, sections 2), 3) and 4) as well as paragraph 2,
- 6 §(scope of application of restrictions on holiday and Saturday work),
- 7 § (obligation of a shift worker to work on holidays or Saturdays),
- 8 § (obligation of a kitchen worker to work on holidays or Saturdays),
- 9 § (ordering overtime) paragraphs 2 and 3,
- 12 § (definition of the basis for overtime compensation) paragraph 2,
- 14 § (overtime to be compensated for as counter value),

2) Collective Agreement on commercial vessels

- 4.2 (working hours of a shift worker),
- 4.3 (working hours of a kitchen worker),
- 4.4 (working hours of a day worker) and
- 4.6 (overtime compensation) sections 4.6.1.3 (changing overtime into free time),
- 4.6.2. (overtime to be compensated for as counter value), 4.6.3 (use of legal and additional compensation) and 4.6.4 (replacement of legal and additional compensation).

2.2 Rotation

A 1:1 rotation system is followed on board. The rotation is carried out on a pro rata basis in that one working day entitles an employee to one free day and in that the days of annual leave under seafarers' annual leave and international traffic collective agreements are included in the rotation system. In granting annual leave for rotational purposes or the calculation and payment of holiday pay, the provisions of the law on seafarers' annual leave shall be followed.

The rotation system shall be implemented in such a way that the length of one working cycle in Baltic Sea traffic is limited to a maximum of X weeks. In the case of other traffic, the parties negotiate and, if necessary, agree on the length of the working period.

2.3 Absences and rotation

When during a shift an employee is unable to work due to illness or disability and is therefore absent from work or when an employee participates in a training under the instructions of the employer during a period of work or leave, the absence from work and participation in a training session are treated as working time. In this case, free days or vacation days are postponed to be held at a later time as equivalent leave or are compensated for monetarily when so requested by the employee. Or the holidays are transferred to a subsequent leisure time or are replaced by a cashier's request. This also applies to other legal or contractual absences, for which the employer is obligated to pay the employee a salary.

2.4 Transitional period

When a vessel makes the transition to a guaranteed salary system as is outlined in this agreement, days off accrued earlier in accordance with the Seamen's Working Hours Act should be taken as time off. If the employee so wishes, the previously earned days off can be compensated for monetarily. In that case, the basis for remuneration used is the salary paid to the employee when the days off were accrued.

3. SALARY

An employee's guaranteed salary for a calendar month corresponds to the table found in the Annex on salary. The guaranteed salary includes the following supplements and compensations:

- compensation for an agreed amount of overtime work
- a cook steward's qualification supplement;
- uniform allowance;
- shipping company supplement for passenger vessels;
- cargo handling compensation;
- service payment; and
- overnight allowance.²⁾

A service payment, in accordance with the commercial vessel agreement section 23.1, is only paid to Finnish Seafarers' Union members although it is included in the guaranteed salary.

²⁾ The supplements and compensations included in the guaranteed wage are decided in negotiations for the shipping company or vessel itself.

For the addition of new supplements and compensations by the parties to this agreement, how long they will be paid in addition to the guaranteed salary will be decided separately.

The guaranteed salary does not include a 18% increased payment for annual leave or holiday pay.

The guaranteed salary is paid for periods of work and free time and also when the employer is otherwise required by law and contract to pay salary. In the case of annual leave and rotational leave, as well as during sick leave or absence due to injury, employees are compensated for their meals and housing as stipulated in Sections 24.2, 24.3 and 24.4 of the Trade Agreement. The nutrition and housing allowance for a training period is agreed upon in the training agreement annex.

On a ship that carries passengers, in lieu of what is stipulated in section 22.3 of the agreement on commercial vessels, a kitchen staff member shall be paid a separate pay supplement (mentioned in the salary annex) for each day the vessel has passengers aboard.

The attached guaranteed salary table will be subject to similar increases as in the wages outlined in the collective agreement for international traffic.

In Helsinki, on xx .. XXXX

[SHIPPING COMPANY]

FINNISH SEAFARERS' UNION SMU RY
