NEGOTIATION RESULT

Finnish Shipowners Association (FSA)

The Finnish Ship's officers' Union (FSOU)

The Finnish Ship's Officers' Union and Finnish Shipowners Association have agreed to continue existing (in force 1 of March 2022 to 28 February 2023) collective agreements regarding all FSA's member shipowners' in international traffic and separate agreements made between the parties as agreed hereinafter and with changes.

1. Agreement period

The Agreement period is temporary 1 of March 2023 to 29 of February 2024. The contract will end 29 of February 2024 without notice.

2. Salary revisions

Salaries will be increased in year 2023 in total 3 % and with the one-time lump-sum compensation, which amount is EUR 650. The salary increases will be executed as follows:

2.1. Salary increases 1 of March 2023

The collective agreement concerning deck officers and nurses:

1.) The vessel's deck officers and nurses salary tables, guaranteed salaries, and total salaries as well as allowances in euros will be increased in total 1,9 %.

The collective agreement regarding deck officers of small tonnage in international traffic.

 The deck officers guaranteed salaries and allowances in euros will be increased in total 1,9%

2.2. Salary increases 1 of June 2023

The collective agreement concerning deck officers and nurses:

1.) The vessel's deck officers and nurses salary tables, guaranteed salaries, and total salaries as well as allowances in euros will be increased in total 1,1 %.

2.) The deck officers guaranteed salaries and allowances in euros will be increased in total 1,1 %.

2.3. One-time lump-sum compensation in year 2023

In year 2023 will be paid one-time lump-sum compensation in total EUR 650 to the employees mentioned in part 2.1. The lump-sum will be paid in 10 of March 2023.

The lump-sum will be paid to the employees who are in permanent or temporary employment relationship, whom have been in deck officers' duty or as a nurse and employed by the same employer from 1 January 2023 onwards and whose employment relationship are valid on a lump-sum payment date.

The lump-sum is paid to an employee who is in a short-term temporary employment relationship, if the employee has only worked in deck officer duty or as a nurse and employed by the same employer from 1 January onwards, the salary for work performed is paid to him/her on salary payment date 10 of March 2023 and the employee will return for same employer's service as deck officer duty or to the position of a nurse during March 2023.

In addition, the lump-sum will be paid to the employees who are on a sick leave or parental leave on a payment date.

The lump-sum has no effect when calculating other salary items for example annual holiday salary or overtime pay.

2.4. Non-EU-seafarers' salary revision

Non-EU seafarers' salary tables will be reviewed 1 of January 2024, so that the salary tables correspond to the current ITF TCC Benchmark at that time.

2.5. FSOU – FSA junior deck officers' salary revision

In contract period the junior deck officers' salary tables will be increased at least to the same extent as ITF ICC Benchmark 2nd Off " Basic salary (40 hours)" will be increased.

Junior deck officers guaranteed salaries will be increased temporary on 1 March 2023 to 29 February 2024 on a EUR 100 per month.

As a clarification, FSOU and FSA junior deck officers' comply as a part of their employment conditions the NON EU MTS(TEA) -agreement and they are considered as NON EU seafarer meant in agreement.

3. Reviewing the fringe benefit

Fringe benefit compensations will be reviewed on 1 January 2024. Fringe benefits will be reviewed in accordance with previous practices unless otherwise agreed together during the period of collective agreement.

4. Intoxicant policy and treatment guidance

The intoxicant policy and treatment guidance will be amended according to the separate appendix.

5. The model contract of online training will be added to the collective agreement

The adoption and application of the model contract as well as compensations are agreed on locally.

6. Working groups

1. The family leave working group will renew texts regarding family leave of collective agreement.

2. A total wage compensation system will be developed in international traffic agreement and small tonnage agreement together with the Shipowners' that are interested in moving to a total salary.

3. Senior Master / Senior Master (matrix) / Responsible manager / Fartygschef / processing the whole. *Addition, matrix demands to other vacancies as well.*

4. Updating the frame agreement (year's 2019 working group will continue).

5. Developing the frame agreement and introduction of shipowner's specificity instead of ship-specific mixed crew.

6. The occupational health and safety agreement (year's 2019 working group will continue).

Helsinki, on 1 March 2023

The Finnish Ship's officers' Union (FSOU)

Finnish Shipowners Association (FSA)

MODEL CONTRACT

- The parties agree that adherence to this contract, regulations or procedures, and any exceptional compensation, may be agreed upon with the chief shop steward of the Finnish Ship's Officers' Union or with the Finnish Ship's Officers' Union itself.

Tentative contract, the functionality of which will be reviewed by 31 October 2023, after which a decision on its continuation will be made. Unless separately terminated, the contract will end on 29 February 2024

Online training contract

(Model contract for deck officers working in international traffic and on small tonnage vessels)

1. Definitions

Online training refers to training and coaching that is carried out using information and communication technology online and that can be attended or completed regardless of the time and location of the participant.

Online training allows employers to offer and provide employees with planned training to maintain and develop their professional skills and training to meet the new and rapidly changing skills and knowledge sharing needs in a flexible and efficient manner. Participation in the training is possible only on the basis of the employer's prior consent.

Online training may be completed, if the structure and content of the training allow for it, in parts or at once, depending on the working time arrangements and the date by which the online training must be completed, as determined by the employer. The employer always determines and informs the employee in advance of whether the online training is mandatory or recommended by the employer.

Mandatory online training refers to training provided by an employer on the basis of its supervisory right, which an employee cannot refuse without breaching their obligations under their employment contract.

Online training recommended by the employer refers to training that supports the employee's professional development, but that is not necessary for their role.

Induction to work or a new role does not constitute online training within the meaning of this contract. Training that is requested by the employee themself shall be compensated for only on the basis of a separate agreement.

In this contract, the employee's salary or wages refers to the monthly salary or guaranteed salary or total salary increased by the employee's seniority allowance. In this contract, no allowances other than the seniority allowance are taken into account in the monthly salary or guaranteed salary.

Compensation for a total salary earner is calculated on the basis of the total salary.

Contract employees agree on online training and compensation for the training directly with their employer.

Shipowners that have a remuneration system in place shall only comply with this contract in respect of training that is not part of the remuneration system. Only internal training related to the company's operating methods and similar is included in the remuneration system. The same training shall not be eligible for compensation under this contract and for compensation under the remuneration scheme.

The online training contract may only be complied with for training that does not exceed 40 hours in length. Training of more than 40 hours is agreed on separately locally.

The duration of the online training, according to which the compensation is calculated, is determined by the duration set in advance by the author of the online training, unless otherwise agreed.

2. Timing of online training

The deck officers, together with the employer, plan the timing for completing their training, taking into account any deadlines.

The use of online training during a leave period shall not affect the rotation. Online training carried out during a leave period does not accumulate free time. Online training completed during a leave period uses up free time at the normal rate. Online training is only compensated for in the form of monetary compensation.

If the shipowner uses a training portal, the time spent on courses can be cumulatively added together. Cumulative calculation and its implementation and compensation are agreed on locally between the employer and the chief shop steward.

3. Compensation for online training

Compensation is determined on the basis of the duration determined in advance by the author of the online training, unless otherwise agreed. Compensation is paid after the completion of the online training upon presentation of a course certificate or when the employer has received other sufficient proof of the completion of the training.

Online training carried out during working hours is not subject to separate compensation.

An employee who takes part in online training activities outside the working hours covered by their salary or during a leave period will be compensated separately. Compensation is hourly and the lowest unit compensated for is half an hour. The amount of compensation is calculated from the salary and the calculation basis of 1/480 of the salary per half hour.

The employee shall be under no obligation to complete online training recommended by the employer.

Online training that takes place during a leave period does not affect the rotation and the lost free time is not compensated for separately.

5. Other provisions

The employer must ensure that the employee has access to the equipment and other technical conditions the employee requires to complete mandatory online training during a leave period.

In all the above cases, the employer pays or compensates the employee for all participation and material costs related to the online training. Costs do not include, for example, equipment purchases (such as a computer, phone, tablet, etc.) or connection costs.

INTOXICANTS POLICY

- This intoxicants policy replaces all previously agreed intoxicants policies between the Finnish Ship's Officers' Union (FSOU) and the Finnish Shipowners' Association (FSA) along with their interpretation and application guidelines and separate protocols, which agreed on the rules, procedures, rights or obligations related to intoxicants.
- The parties agree that provisions or procedures deviating from the intoxicant practices and any compensation may be agreed upon by separate agreement with the chief shop steward of the Finnish Ship's Officers' Union or the between the parties to the collective agreement on a shipowner or vessel-specific basis, taking into account the shipowner-specific needs.
- The parties to the collective agreement will review the functionality of the agreement in autumn 2023

1. The objective of the intoxicants policy is to secure an intoxicant-free and safe workplace and work community, and to encourage employees to reduce their use of intoxicants. A further objective of the intoxicants policy is to reduce the problem use of intoxicants, in particular, and to promote the health of employees and maintain their ability to work. The parties emphasise the importance of preventive measures on intoxicant abuse, as well as the importance of early personal intervention and referral for treatment. Preventive intervention is part of occupational health and safety and preventive intervention is not a disciplinary measure. The employer must have an intoxicant abuse programme that has been gone through in the manner prescribed by law with the employees.

2. Working on board a vessel while under the influence of alcohol and drugs significantly increases the risk of accidents and incidents, endangers the operation of the vessel and harms the work community. For this reason, on ships operating in international traffic, there is zero tolerance for alcohol in work duties and absolute zero tolerance for drugs during all work periods.

3. Any incident brought to the attention of the employer, in which a crew member has appeared under the influence of alcohol or drugs, either on arrival at the vessel or while on board, shall be taken into account and appropriate action shall be taken.

4. The vessel's shipmaster or the vessel's nurse designated by them or, in the absence of either, the officer responsible for healthcare on the ship shall, if necessary, carry out the intoxicant tests referred to below in order to ascertain whether the principles of the intoxicants policy have been violated. According to the collective agreement in force on vessels flying the Finnish flag, employees must carry out their duties properly in accordance with the law and good seamanship. In addition to this, when serving on the vessel they must be sober, orderly, disciplined, and behave politely. The vessel and its condition must be maintained with care.

5. More detailed rules of the intoxicants policy are as follows:

1. GENERAL INFORMATION

1. Intoxicants refers to alcohol, drugs and abused narcotic medicines.

2. The implementation of an intoxicants policy on board vessels is in the interests of every member of the crew. In general, those working on board, including subcontractors and additional workforce, are covered by the intoxicants policy and the same principles of operation apply to all of them.

3. Supervisors and management monitor the implementation of the intoxicants policy. Cases in which a crew member has appeared on board a vessel under the influence of drugs shall lead to termination of employment. Cases in which a worker on a vessel is so intoxicated on board that they pose a danger or are unable to perform their safety-related duties shall give rise to the measures described below. Any person who observes or suspects that a crew member is working while intoxicated is required to report the situation to the vessel's shipmaster or another officer.

4. If there is reason to suspect that a crew member is intoxicated while working, colleagues, supervisors and management must inform their supervisors or the vessel's shipmaster. If there is reason to suspect that the vessel's shipmaster is intoxicated at work, the first mate or the most senior responsible officer shall be notified without delay. The officer who has received the notification shall inform the chief engineer officer and the shipowner without delay.

5. Employees have the right to refuse to work with a colleague who is intoxicated.

6. The employer is responsible for the acquisition costs of drug tests and alcohol tests, as well as reasonable travel costs, which are reported to the employer. Unless stated otherwise, the person referred for treatment is responsible for the costs themselves.

2. ALCOHOL

1. Workers on board a vessel must not be under the influence of alcohol while at work and their blood alcohol concentration (BAC) must never exceed 0.00‰ while working. If the employee's blood alcohol level exceeds 0.00‰, they may not participate in work on board.

2. While on board the ship, employees must otherwise present themselves in such a way that they do not endanger the safety of themselves, passengers and other personnel, let alone the safety of the vessel and its cargo, and in such a way that they can perform their duties in the rescue organisation properly.

3. Employees must also present themselves on the way to and from the vessel in such a way that they do not cause damage to the employer.

4. The vessel's shipmaster shall supervise the quantity of alcohol acquired and stored on board.

3. Drugs

1. Drugs shall refer to all substances the use of which has been deemed to meet the criteria of a drug use offence in Finland. In addition to this, drugs refer to abused narcotic medicines and other substances used for intoxication (e.g. industrial solvents).

2. The bringing on board, possession, use, sale or brokering of drugs on board vessels is strictly prohibited.

4. MEDICATIONS

1. Medicinal products that affect the central nervous system (controlled medication indicated with a red triangle on the packaging in Finland) may be used on board in accordance with their prescription and only if the vessel's shipmaster has been notified of the medicinal products in question. The shipmaster shall notify the first mate if they are taking any such medications. The shipmaster or, if the individual taking the medication is the shipmaster, the first mate, may, if necessary, consult occupational health care regarding the medication.

5. INSPECTION OF PREMISES

1. If there is reason to believe that a worker has brought on board or stored in their cabin drugs or quantities of alcohol that could endanger the vessel, persons on board or cargo, or otherwise cause disorder on board, the vessel's shipmaster shall have the right to inspect the premises available to the worker. Premises intended for accommodation use may be inspected only if it is necessary to establish the facts that are the subject of the inspection. Inspections of accommodation premises may only be carried out by the vessel's shipmaster or an authority.

2. The inspection must be carried out in the presence of witnesses. If necessary, the shipmaster has the right to take possession of the substance causing danger or harm. The substance must be handed over to the authorities or, unless prevented by law, returned to the employee when they leave the vessel.

6. INTOXICANT TESTING IN GENERAL

1. Sampling for intoxicant testing, with the exception of breathalyser testing, shall be carried out by a medically trained person appointed by the shipowner.

The person concerned and the equipment, sampling methods and the transport, analysis, evaluation, reporting on and confidentiality of samples shall comply at all relevant times with the requirements and recommendations normally followed in the field for similar testing.

2. Equality and fairness must be observed when conducting alcohol and drug inspections. Tests are either random tests that must be carried out in such a way that they are general and not directed specifically at any individual worker or tests that are carried out on the basis of reasonable suspicion. Reasonable suspicion may arise, for example, due to the employee's behaviour, external signs or being late.

3. If circumstances permit, alcohol and drug testing shall be carried out as soon as possible after any accident endangering safety or the environment. In such cases, all persons who have been involved in the work or who may otherwise have contributed to the accident must be tested.

6.1. ALCOHOL TESTING

1. A breathalyser test can be used to determine whether a person is under the influence of alcohol. An employee who works in positions where working intoxicated may endanger the life, health or safety of other persons on board the vessel, or the safety of the vessel or the environment, shall participate in breathalyser testing. Refusal to undergo breathalyser testing is a violation of the obligations of the employment relationship, for which a written warning is given and may lead to termination of the employment relationship.

2.An employee who refuses to participate in random breathalyser testing may be removed from the vessel by order of the vessel's shipmaster.

3.An employee has the right to request a voluntary breathalyser test at any time.

4. Random breathalyser tests are performed in such a way that rest periods are not violated.

5. Two calibrated breathalysers are carried on board to perform breathalyser tests. Equipment used for breathalyser testing shall be calibrated, checked and maintained at regular intervals in accordance with the importer's or manufacturer's instructions and shall be maintained in such a way that its accuracy is not in doubt. The device must be accurate and any measurement error insignificant. The readings provided by the breathalyser are always checked in accordance with the device manufacturer's instructions before the start of the breathalyser testing. The breathalyser test shall be carried out by the vessel's shipmaster or by the vessel's nurse designated by them or, in the absence of such a person, by another qualified officer. Inspections and breathalyser tests carried out, with the exception of voluntary tests, shall be entered in the logbook.

6. If the breathalyser test result exceeds 0.00‰, the worker will perform a repeat breathalyser test on another calibrated device to verify the result (check test). It is a good idea for the employee taking the test to rinse their mouth with water before the check test. If the result of this test exceeds 0.00‰, the employee will be removed from work and the test repeated after 30 minutes to check the employee's fitness for work (retesting). The retesting is only used to determine whether the alcohol level shown during the first test and the check test decreases or increases.

7. The breathalyser tests are recorded in the breathalyser test logbook as agreed in the shipowner's intoxicant abuse programme. The breathalyser test logbook shall be stored so that it is not available to anyone other than those who have the right to process the breathalyser test results. A positive result will always be entered as a separate record, which will be signed by the employee who gave the positive result. The person who performs the breathalyser test notifies the designated person at the shipping company's office that there has been a positive breathalyser test result and, at the same time, indicates the identity of the employee who gave the positive breathalyser test result. Breathalyser test results with identification data are not recorded in the logbook or elsewhere where the results are visible to third parties.

8. The breathalyser test shall be carried out in a room in which there are no persons other than those necessary present (breathalyser tester, testee and, if necessary, witness). A witness/support person is requested for the check test, which is carried out on the basis of a breathalyser test result exceeding 0.00‰. The breathalyser tests are recorded in the breathalyser test logbook and the employee signs off the breathalyser test result. The employee must not see the breathalyser test results of other persons entered in the breathalyser test logbook.

9. If there is reason to suspect (substantiated suspicion) that an employee is under the influence of alcohol on board the vessel, they will be tested using a breathalyser test. If an employee refuses to be tested, the significance of the refusal is determined on a case-by-case basis, taking into account other factors indicating that the employee is intoxicated. When an employee has a statutory obligation to participate in breathalyser testing, refusal to undertake a breathalyser test is a violation of the obligations of the employment relationship, which will result in a written warning and which may lead to termination of employment. An employee who refuses to participate in breathalyser testing may be removed from the vessel by order of the shipmaster.

6.2. DRUGS TESTING

1. A urine test can be used to determine whether a person is under the influence of drugs. The test may only be carried out by a seafarer's doctor or other approved health care representative. The employer must ensure that the person carrying out the test has a valid qualification and the test method is defined as acceptable in national legislation.

2. All seafarers may be subject to drug testing prior to the signing of an open-ended employment contract. If necessary, a drug test on an individual may be carried out if there is reasonable suspicion. In addition to this, random drug testing may be carried out on board ships, provided that random drug testing is provided for in the employee's contract of employment or in an annex to the contract of employment. All seafarers may be required to keep attached to their qualification certificate the most recent result of a drug test. Failure to provide a drug test result is a breach of work obligations and may lead to disciplinary action.

7. CONSEQUENCES OF BREACHES

1. Being intoxicated on board the vessel shall be followed by an assessment of the continuation of the employee's employment. After the assessment, if the employment is not terminated in accordance with the Seafarers' Employment Contracts Act, intoxication at work is always followed by a written warning and a referral for treatment. A written warning and treatment referral is valid for at least one year. Once the warning has expired, a one-year follow-up period will begin. A treatment follow-up period can also be agreed in the intoxicant abuse programme.

2.In special cases, a longer follow-up period can be agreed with the employee, during which the employee has committed to treatment guidance and abstinence from intoxicants.

3. The employee's abstinence from intoxicants is monitored as part of treatment. If an employee referred for treatment breaches the treatment plan or treatment instructions drawn up for the treatment, or if they use intoxicants during the treatment or follow-up period, their employment may be terminated.

4. Refusal of treatment may lead to assessment of the continuation of employment and termination of employment.

5. If an employee commits another breach of the intoxicants policy while the warning and treatment or follow-up period are in force, their employment may be terminated.

6. Any person who observes or suspects that a crew member is intoxicated is required to report the situation to the vessel's shipmaster or other officer. Failure to comply with the reporting obligation is a breach of work obligations and occupational health and safety and may lead to disciplinary measures.

7. Breaches of drug bans (subsection 3.2 of the intoxicants policy) will result in the immediate termination of employment.

TREATMENT GUIDANCE FOR ALCOHOL AND INTOXICANT ABUSERS AND RISK TAKERS APPENDED AGREEMENT

1. General information

1. The purpose of referral for treatment is to promote the aim of an intoxicant-free workplace and to improve and clarify how intoxicant abuse problems are handled and treated in the workplace. Workplaces are encouraged to jointly create and strengthen their own practices related to the prevention and use of intoxicants. Particular emphasis is placed on preventive action, i.e. intervention in the use of intoxicants at the earliest possible stage.

2. Those with intoxicant abuse problems always have the opportunity to seek treatment via occupational health care services on their own initiative. All information related to the use of intoxicants is processed confidentially by occupational health care services. However, in cases of referral for treatment, the employer has the right to receive information on the progress of treatment.

2. Work community

1. The work community must commit to an intoxicant-free work culture. Everyone, supervisors and employees alike, can act as a good example for promoting intoxicant-free workplaces. Workplaces may also have a contact person who is familiar with intoxicant abuse problems. The covert acceptance, concealment and trivialisation of intoxicant use in the workplace must not be tolerated. Appropriate and constructive intervention in problems and breaches can often prevent the intoxicant abuse problem from getting worse.

2. From the point of view of the success of the treatment, it is important that a seafarer undergoing treatment and returning from treatment is accepted as an equal in the work community. This will support their coping and recovery.

3. Occupational healthcare

1. Occupational health care has a preventive function by law. In the context of health examinations and medical care, individual guidance and counselling provide healthcare professionals with good opportunities to influence the promotion of healthy lifestyles and intoxicant-free living.

2. When carrying out a renewal of a seafarer's medical certificate, it is recommended that blood tests be taken to establish whether there is any problematic consumption of alcohol. Blood tests are handled in the co-operation procedure as part of occupational health. The purpose of these blood tests is to facilitate early preventive intervention in order to maintain the health and fitness for work of the employee. The results of these blood tests based on proactive intervention are not reported to the employer without the employee's consent. The results of these blood tests in the context of preventive intervention shall not be taken into account in the assessment of the termination of an employee's employment or disciplinary measures, provided that the employee does not have a disciplinary procedure, referral for treatment or a follow-up period for treatment resulting from their alcohol consumption underway.

3.If the employee has received a written warning and treatment referral for their alcohol consumption and the treatment follow-up period is valid, the results of the blood tests will be assessed as part of the disciplinary procedure and the employment may be terminated if the employee has not been intoxicant-free.

4. When renewing a seafarer's medical certificate, it is always advisable to carry out a drug test. Carrying out a drug test during an employee's employment is agreed on in the employee's employment contract or in a separate annex to the employment contract.

4. Implementation of treatment

1. If a person referred for treatment refuses to undertake treatment or neglects to undertake treatment, or if the treatment is found to be unsuccessful, their employment may be terminated.

2. The treatment will take place as free time.

5. Support measures

1. If requested by the person undergoing treatment, they should, if possible, be transferred from one task or work group to another for the duration of the treatment, provided that this can be considered to support the treatment. If necessary, other support measures can also be implemented.

6. Monitoring of treatment

1. The parties responsible for the practical implementation of a referral for treatment must work with the place of treatment. If a care agreement has been concluded with an employee, the care agreement must specify how contact with the place of treatment will be implemented. The treatment agreement must be submitted to the place of treatment for its information.

2. When the referral to treatment has been initiated by the employer or when the treatment takes place during working hours or whenever the employer contributes to the costs of the treatment, the employer's representative has the right to be informed about the visits for treatment and the progress or interruption of the treatment.

3. The occupational health care staff and the contact person will monitor visits during the treatment based on the information provided from the place of treatment and discussions with the person with the intoxicant problem.

4. An agreement can be made with the employee on a treatment follow-up period, during which the employee must be free from intoxicants.

7. Confidentiality

1. Measures and information related to the treatment of a person with an intoxicant problem are confidential. Persons involved in referral for treatment must not give information on the matter to third parties without the permission of the person concerned.

8. Effectiveness of treatment

1. The employee referred for treatment undertakes to participate in regular breathalyser tests for an agreed period of time. The person referred for treatment undertakes to participate in blood tests as determined by the occupational health care provider or in accordance with the treatment agreement. Treatment is considered to be successful when at least one year has passed since the end of treatment and all of the employee's exhalation results have been 0.00‰ and the results of the blood tests show no intoxication.

9. Costs

1. A person who voluntarily seeks institutional care is paid sick pay for the duration of the treatment, if the treatment has been agreed upon in advance with the employer and if the occupational health doctor has ordered the person to take sick leave.

2. The person undergoing the treatment is primarily responsible for the costs of treatment and, for example, travel expenses. The costs can be agreed upon in a possible treatment agreement in more detail.

10. Communication

1. The arrangements for referral for treatment, the intoxicant abuse programme, information on contact persons and places of treatment are provided in a visible location on notice boards. Corresponding information is also available from occupational health care personnel, contact persons and occupational health and safety personnel. The occupational health and safety committee must process any information and cooperation issues related to referral for treatment (such as information, campaigns, training of contact persons and occupational safety).