

## **National Conciliator's settlement proposal given of 14 March 2024**

### **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 2023 to 28 February 2024) 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 2024 to 28 of February 2025. The contract includes the so called option year, according to which it continues until 28 of February 2026 without separate termination. Regarding the option year, the contract must be terminated electronically for the option year by 31 January 2025. The contract will end 28 of February 2026 without notice.

#### **2. SALARY REVISIONS**

##### **2.1 Salary increases 1 of March 2024**

The collective agreement concerning deck officers and nurses:

- 1) The vessel's deck officers salary tables, guaranteed salaries, and total salaries will be increased in total 2,5 %.
- 2) The allowances in euros will be increased in total 2,5 %.

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

- 1) The deck officers guaranteed salaries will be increased in total 2,5 %
- 2) The allowances in euros will be increased in total 2,5 %

##### **2.2 Salary increases in 2025**

Salaries according to collective bargaining agreements will be increased in 2025 by amount agreed upon by the parties. The fringe benefit compensations for 1 January 2026 onwards will be agreed together with the salary increases.

If the parties cannot reach the agreement on the salary revisions, each party can terminate the collective bargaining agreement electronically of 28 February 2025, following the one (1) month notice period.

The above-agreed increases will be implemented in different contract areas in accordance with the previously followed practice.

### 2.3 NON-EU-seafarers' salary revision

Non-EU seafarers' salary tables will be reviewed thereby that the salary tables correspond to the current ITF TCC Benchmark at that time.

### 2.4 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.

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 in accordance with previous practices 1 January 2025. Fringe benefit compensations will be reviewed based on the November consumer price index.

## 4. TEXT CHANGES IN 2024

### 4.1 Family leave with term changes:

**The second paragraph of the clause (illness, maternity and paternity leave) of the CBA for international traffic between FSA-FSOU is to be changed as follows (new text in blue):**

An employee entitled to **pregnancy allowance** is entitled to 78 working days' pay during **pregnancy leave and parental leave** from the start of the **pregnancy allowance** period.

### **Amendment of paragraph three (3.):**

An employee on **parental leave, who is not entitled to pregnancy leave**, is paid the difference between his/her salary and the **parental allowance** specified in the Health Insurance Act for a period of 12 days.

**A child can have one or two legal parents. An employee who has been given parental allowance days in accordance with chapter 9 section 7 of the Health Insurance Act does not have right to paid parental leave.**

### **Care of a severely ill child**

An employee whose child suffers from a severe illness as referred to in the Government Decision (1315/89) has the right to be absent from work in order to participate in the child's care, rehabilitation or treatment guidance referred to in the Government Decision, after agreeing on the absence with the employer in advance.

### **Amendment to clause of the experience allowance**

The fifth paragraph of the clause "period entitling to the experience allowance" will be amended as follows:

When calculating the shipowner dependent experience allowances, the length of service should include the time during which the officer has been on annual holiday or compensatory leave and also the time during which the officer was not able to work due to the following reasons:

5) a [pregnancy leave, special pregnancy leave or parental leave](#) provided for in the Seafarer's Employment Contracts Act;

**4.2 Clarifying the travel reimbursement system** and clarifying the rules for using own car as well as restricting the use: Text change:

Employees can use their own car. Kilometre allowances are paid in accordance with the Finnish Tax Administration's valid guidelines, but nevertheless in such a way that the compensation per kilometre is two-thirds of the amount determined by the Tax Administration for journeys between home and work ([Tax Administration's reimbursement on 1 January 2024 is 57 snt/km](#)). [If the length of the work trip is over 350 kilometers, the use of own car must be agreed in advance with the employer.](#)

**ANNEXES:**

The e-learning contract is stated to be valid until further notice. The functionality of the agreement is reviewed and evaluated at two review times. The first review period is by 31 October 2024. The second review period is by 31 October 2025. After the review periods, the contract's functionality and possible development needs are evaluated.

**WORKING GROUPS FROM 2024:**

**Completing the technical update-work of the collective bargaining agreement:** Parties will complete the updating of the CBA by 31 May 2024.

**Working group of the training and trainee guidance:** Purpose is to try to ensure the availability of future skilled labor through developing and uniform training. To explain the practices related to guiding the internship, discussions during the internship, interim feedback from both sides as well as the final discussion, filling out the internship book and allocation of the compensation. In addition, develop the responsibilities and roles with regard to the titles used.

## TEXT CHANGES IN 2025, IF THE OPTION YEAR WILL BE REALIZED:

### 1. Nurse's overtime compensation:

The salary table according to the nurses' overtime compensation is amended as follows:

- daily overtime 1/149 of the guaranteed salary
- holiday overtime 1/92 of the guaranteed salary

### 2. A new sentence is added to the end of the paragraph regarding the uniform allowance as follows:

#### **Uniform allowance**

However, the uniform allowance is not paid if the employer acquires and maintains the aforementioned uniform.

### 3. Extending the scope of the ocean allowance:

The text regarding the ocean allowance is amended as follows:

b) other vessels sailing to overseas ports, starting from the day when the vessel departs the last loading or unloading port in the European traffic area and heads to an overseas port **or the crew picks up a new vessel for the shipowner from a port outside of Europe** and until the day the vessel arrives at the first loading or unloading port in the European traffic area and for no more than 20 days after this. However, if a ship referred to hereinabove makes two or more continuous voyages in overseas traffic, the allowance is also paid as stated hereinabove for the time in port after returning from the first voyage. In this regard, repair or unrigging ports are comparable to loading and unloading ports.

## WORKING GROUPS IN 2025

**Apprenticeship training:** an apprenticeship training is developed to meet the needs of the industry.

**Planning working group for the shipowner-specific total wage model:** The total salary is suitable for a certain type of traffic. The purpose of the total salary is to clarify remuneration, facilitate salary payment and recruitment. The parties have a positive attitude towards the development of an overall salary solution. The parties state that the total wages and the possible transition to a total wage must be agreed locally. The parties state that the transition to total wages can only be made if the employer and the employees or their representatives agree that the total wages can be introduced in the shipowner or part of the shipowner company and if the employer and the employees or their representatives agree on the content of the total wage settlement. The CBA parties commit to support in the preparation and conclusion of local total wage solutions. The CBA parties undertake to negotiate the overall wage model intended for use by shipowners and a possible collective agreement-level protocol.

**Review of the cooperation agreement and development of the duties of the occupational health and safety manager:** A safe and conversational working community is a significant retention and attraction factor in shipping. The development of an equal, diverse and inclusive work culture is part of today's management and promotes work well-being and the safety of the work environment.

The occupational health and safety manager's role on board is particularly emphasized in anti-bullying and harassment activities. Purpose is to support the role of the occupational health and safety manager by creating clear operating models, with the help of which the occupational safety manager actively intervenes in all cases of bullying and harassment that come to his attention together with the shipowner.

#### **THE PRINCIPLE OF THE CONTINUOUS NEGOTIATION**

The parties confirm the implementation of the principle of continuous negotiation. The goal of the ongoing negotiation is to promote cooperation in workplaces, develop employment and productivity in the industry. The parties can jointly prepare application instructions for situations deemed difficult by the shipowners.

The parties implement the principle of continuous negotiation during the contract period in such a way that during the contract period they negotiate and look for a solution to separate themes. The parties can also negotiate on other issues that arise from the other party's proposal.

If, in continuous negotiations, the parties reach an agreement on possible changes to the collective agreement, the entry into force of the changes will be agreed separately.

#### **NOTE (of 15 August 2024):**

Despite the above agreed The Finnish Ships' Officer's Union have not proceeded with the update of the CBA-text in timely manner. Therefore, Finnish Shipowners' Association is unable to deliver a translation of the complete CBA to Finnish vessels. Translation of the CBA can be provided when the CBA is updated.