

ANNEXED AGREEMENTS

**COLLECTIVE AGREEMENT
ON INTERNATIONAL
COMMERCIAL VESSELS**

**AGREEMENT ON
INTERNATIONAL PASSENGER
VESSELS**

1/3/2025 - 29/2/2028

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ANNEX 2

MANNING TABLE FOR SMALL TONNAGE VESSELS

Manning on vessels with a gross tonnage (GT) of less than 4,000 (lolo) or 6,400 (roro). This corresponds to the previous limit of 1,600 gross registered tonnes (GRT).

	Baltic Sea traffic	Local/European traffic	Long-distance traffic
Able-bodied seaman/Donkeyman	2	2	2
Watchman	1	1	1
Chef	1	1	1

Manning on vessels with a gross tonnage (GT) of less than 2,500 (lolo) or 4,000 (roro). This corresponds to the previous limit of 1,000 gross registered tonnes (GRT).

	Baltic Sea traffic	Local/European traffic	Long-distance traffic
Able-bodied seaman/Donkeyman	1	1	1
Watchman	1	2	2
Chef	*	*	*

* If none of the crew has been trained in housekeeping, a ship's cook must be on board.

Crew on vessels with a gross tonnage (GT) of less than 1,250 (lolo) or 2,000 (roro). This corresponds to the previous limit of 500 gross registered tonnes (GRT). One of the crew must be able to cook.

	Baltic Sea traffic	Local/European traffic	Long-distance traffic
Able-bodied seaman/Donkeyman		1	1
Watchman	2	1	1

EXAMPLE MANNING ON OTHER COMMERCIAL VESSELS

Task/position	STCW 2010	6,401-8,999 GT	9,000-19,999 GT	more than 20,000 GT
Petty officer / Deck repairman	II/5	¹⁾	1	1
Able-bodied seaman YT	II/5, III/5 or III/4	2 ²⁾	1	2
Watchman YT	II/4, III/4	1	1	1
Watchman on-deck	II/4	³⁾	³⁾	³⁾
Engine repairman	III/5		1 ⁴⁾	1
Electrician	III/7		1 ⁴⁾	1
Donkeyman	III/5			1
Supervising donkeyman	III/4		1	
Chef steward			1	1
Chef ⁵⁾		1	(1) ⁶⁾	(1) ⁶⁾
Catering assistant			(1) ⁷⁾	1
TOTAL		4	6+(2)	9+(1)

¹⁾ A Petty officer/Deck repairman must be on board a vessel of at least 1000 dw tonnes.

²⁾ The head of the deck department is always paid the salary of the petty officer.

³⁾ A watchman (deck) may be added if the vessel's crew is involved in cargo handling.

⁴⁾ The electrician and the repairman work in alternating shifts.

⁵⁾ If there is no head of catering/chef steward on board the vessel, the chef will be paid the chef steward's salary.

⁶⁾ A separate chef must be on board the vessel if six (6) or more passengers are regularly on board the vessel or if the crew exceeds 18 persons.

⁷⁾ If there are more than 12 persons on board the vessel, there must be a catering assistant on board.

At least one (1) trainee will be taken on vessels of less than 9000 GT and at least two (2) on vessels of more than 9000 GT.

ANNEX 3**FIXED-TERM
EMPLOYMENT CONTRACTS****Application of Section 3.4 of the Collective Agreement on International Commercial Vessels and Section 4.4 of the Agreement on international passenger vessels**

The provisions of Section 3.4 of the Collective Agreement on International Commercial Vessels and Section 4.4 of the Agreement on international passenger vessels are intended, on the one hand, to specify the situations in which a fixed-term employment contract may be concluded at the initiative of the employer and, on the other hand, to prevent the use of a fixed-term employment contract to circumvent the employment security of the worker. The provision is not intended to prevent the conclusion of a fixed-term employment contract at the initiative of the worker and in his interest in a situation where this would not be possible at the initiative of the employer.

The use of a fixed-term contract is usually appropriate in situations where there is work available, but it is known in advance that the work will end after a certain period of time or after a particular task has been completed.

In order to facilitate practical situations, the parties have agreed that, according to Sections 3.4 and 4.4 of the collective agreements on international traffic, fixed-term employment contracts may be concluded at the initiative of the employer if the reasons for doing so include:

- the nature of the work, for example
 - assigned work or
 - seasonal work;
- substitution, for example
 - replacing an employee on special pregnancy, pregnancy or parental leave, childcare leave, temporary care leave, sick leave, annual leave or study leave;
- apprenticeship;
- any other circumstance similar to the above that requires a fixed-term contract, for example

-
- levelling out work during peak periods,
 - work at weekends, provided that working at weekends is not in itself a reason for concluding a fixed-term contract, but that there is another acceptable reason and provided that there is no circumvention of the employee's right to protection against dismissal and employment security; and
 - any other legitimate reason related to the activity of the shipping company or its traffic operations, for example
 - justified temporary uncertainty about the start or continuation of the activity, provided that there is no circumvention of the employee's right to protection against dismissal; or
 - time chartering or voyage chartering, or fixed-term chartering, provided that the mere fact of the chartering or chartering contract does not in itself justify the conclusion of a fixed-term employment contract and provided that there is no circumvention of the employee's right to protection against dismissal.

A fixed-term employment contract may include a provision stating that the contract may be terminated, provided that the periods of notice are in accordance with the provisions of the agreement on the grounds for dismissal and lay-offs applicable to international traffic services.

An employment contract for a fixed term can be terminated if there are grounds for doing so under the Seafarers' Employment Contracts Act.

Suppose the employer allows an employee who has a fixed-term employment contract to continue working after the employment relationship could have been legally terminated due to the end of an agreed period or voyage or due to the termination of the contract and the expiry of the period of notice. In that case, the employment relationship shall be deemed to have been extended for an indefinite period, except where work carried out after the above-mentioned period is necessary for the safety of the vessel, the persons on board or the cargo, and where the work does not last for more than two days.

In witness thereof

FINNISH SEAFARERS' UNION FINNISH

SHIPWONERS' ASSOCIATION

ANNEX 4**AGREEMENT ON JUSTIFICATIONS
FOR DISMISSAL AND FURLOUGH IN
INTERNATIONAL SEAFARING TRAFFIC**

The undersigned organisations - taking into account, on the one hand, the necessary efforts to improve the productive capacity of enterprises and, on the other hand, the uncertainty for the social security of workers caused by the reduction of the number of employees in enterprises for economic and productive reasons - have agreed on the following measures to be applied on board the vessels of the Finnish Shipowners' Association's member shipowners.

1 § SCOPE

The agreement applies to lay-offs and the termination of an employment contract of indefinite duration by notice.

The agreement does not apply to

- 1) a worker whose contract of employment is for a fixed period or a specific journey or journeys,
- 2) cases where the employment contract has been terminated for the reason referred to in Chapter 9, Section 1 of the Seafarers' Labour Contracts Act (756/2011), or
- 3) the termination of an employment contract during the probationary period within the meaning of Chapter 1, Section 5 of the Seafarers' Labour Contracts Act.

However, where the employer has terminated the contract on the grounds of the Seafarers' Labour Contracts Act, it may be examined whether the conditions for termination of the employment contract have been met in accordance with this Agreement.

2 § PERIODS OF NOTICE

When terminating an employment contract, the employer must comply with the following, according to the uninterrupted duration of the employment:

- 1) two months' notice if the employment relationship has lasted up to five years,
 - 2) three months' notice if the employment relationship has lasted more
-

- than five years but not more than nine years,
- 3) four months' notice if the employment relationship has lasted more than nine years but not more than twelve years,
 - 4) five months' notice if the employment relationship has lasted more than 12 years but not more than 15 years, and
 - 5) six months' notice if the employment relationship has lasted more than 15 years.

When terminating an employment contract, the employee must give one month's notice. If the employment relationship has lasted more than ten years, the notice period is two months.

In the cases referred to in Chapter 8, Sections 5 and 7 of the Seafarers' Labour Contracts Act, the termination procedure laid down in the Act applies.

3 § NON-COMPLIANCE WITH THE NOTICE PERIOD

An employer who does not respect the notice period is obliged to pay the employee full pay for the period of notice.

If a worker leaves without giving notice, they are obliged to pay the employer the equivalent of the notice period. The employer may deduct this amount from the final account payable to the employee, in accordance with Chapter 2, Section 21 of the Seafarers' Labour Contracts Act on the employer's right of set-off.

If the failure to comply with the notice period applies to only part of the notice period, the obligation to perform applies to the corresponding part of the salary for the notice period.

4 § GROUNDS FOR DISMISSAL

An employer may not terminate an employee's employment contract without serious cause within the meaning of Chapter 8, Section 2 of the Seafarers' Labour Contracts Act or the grounds referred to in Chapter 8, Section 3 of the same Act.

Reasons for dismissal are also considered to be reasons for which termination of the employment contract is possible under the Seafarers' Labour Contracts Act, as well as reasons for which the employees themselves are responsible, such as neglect of work, failure to comply with the employer's instructions within the limits of his right to manage the work, breach of the rules of order, unjustified absence and apparent negligence at work.

Dismissal due to transfer of the business, bankruptcy or death of the employer shall be affected in the manner provided for in Chapter 8, Sections 5 and 7 of the Seafarers' Labour Contracts Act.

5 § COMPENSATION FOR UNFAIR DISMISSAL

If the employer unjustifiably terminates the employee's employment contract and, after negotiations, does not withdraw the measure before the end of the employment relationship, the dismissed employee is entitled to compensation for damages under Chapter 12, Section 2 of the Seafarers' Labour Contracts Act. If the employment relationship has continued uninterrupted for more than 10 years at the time the dismissal takes effect, at least 6 months' basic salary plus any fixed bonus must be paid as compensation.

6 § PROTECTION OF EMPLOYEES AGAINST DISMISSAL DURING PREGNANCY, SPECIAL PREGNANCY AND PARENTAL LEAVE AND DURING CHILDCARE LEAVE

An employer may not terminate the employment contract of a pregnant worker on the grounds of pregnancy. If an employer terminates the employment contract of a pregnant employee, the termination is deemed to be due to the employee's pregnancy unless the employer shows otherwise.

The employee must provide a statement of her pregnancy if the employer requests it.

The employer may not terminate the employee's employment contract by means of an employment contract within the meaning of Chapter 5, Section 1, paragraph 1 of the Seafarers' Labour Contracts Act or during pregnancy-, special pregnancy-, parental leave and childcare leave agreed between the employer and the employee, nor, after becoming aware that the employee is pregnant or exercising the aforementioned right, at the beginning or during the said leave or childcare leave.

7 § FURLOUGH

Furlough

Furlough means the temporary suspension of work and payment of wages on the basis of a decision by the employer or an agreement made at the employer's initiative while 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 suspending their employment entirely or reducing the employee's regular working hours, as defined by law or in an agreement, to the extent necessary for the purpose of the layoff.

An employer may lay off an employee if:

- 1) they have an economic or production-related reason for terminating the employment contract within the meaning of Chapter 8, Section 3 of the Seafarers' Employment Contracts Act;
- 2) the work or the employer's ability to provide work has been temporarily reduced, and the employer cannot reasonably arrange other suitable work for the employee or training corresponding to the employer's needs;
- 3) a temporary reduction in work or employment conditions is considered to be the reason for the lay-off if it can be estimated that it will last up to 90 days.

The right to lay off workers can be extended by agreement.

If the employee has been laid off for an indefinite period, at least 7 days of notice must be given unless otherwise agreed.

A lay-off does not prevent the employee from taking on other work during the lay-off period.

Initial furlough report and consultation of employees

Where the reason for the layoff is a reduction in work for economic or production reasons, the employer must, on the basis of the information available to them, provide the employee with an advance explanation of the reasons for the layoff and the estimated scope, method, starting date and duration of the layoff, together with an estimate of the number of employees to be made laid off by the occupational group.

If several employees are affected by the layoff, the report may be given to the shop steward concerned or to the employees collectively. The report must be presented as soon as the employer becomes aware of the need to lay off employees.

After the report has been issued, before the notice of layoff is given, the employer must provide the employees or their representative the opportunity to be heard.

Notice of layoff

The employer must give notice of layoff at least 14 days before the start of the furlough period. The notice must be given to the person being laid off in person.

If the notice cannot be delivered in person, it may be provided by post or electronically within the same period of notice. The notice must state the reason for the lay-off, the starting date and duration of the temporary lay-off and, in the case of a lay-off until further notice, the estimated duration of the lay-off.

There is no obligation to notify if the employer has no obligation to pay the employee for the entire furlough because of other absences.

The notice must be communicated to the representative of the employees to be laid off.

Dismissal of a laid-off employee

During the furlough period, the employee may terminate their contract of employment without notice, regardless of its duration. If the employee knows the end date of the lay-off, this right does not apply during the seven days preceding the end of the lay-off.

If the employer terminates the contract of employment of an employee who has been laid off, the employee is entitled to receive their salary during the period of notice. The employer may deduct 14 days' pay from the notice period if the employee has been laid off with more than 14 days of notice in accordance with legislation or the contract.

The same right applies to an employee who terminates their contract after a single period of at least 200 days of lay-off.

In cases where an employee dismissed for lack of work is laid off during the notice period for such a reason, the employer's obligation to pay wages is determined according to the same principles.

8 § SUSPENSION OF OTHER WORK AND PAYMENT OF WAGES

During the term of the employment relationship, it may be agreed to suspend work and payment of wages for an indefinite or fixed period while the employment relationship is otherwise maintained.

9 § RE-EMPLOYMENT OF AN EMPLOYEE

Where an employer has terminated an employment contract for reasons other than the employee's fault, and the employer needs labour for the same or similar tasks within nine months of the end of the notice period, the employer

must ask the local employment authority whether any former employees are looking for work through that authority and, if so, offer work in the first instance to those employees.

10 § NOTIFICATION OF DISMISSAL OR FURLOUGH TO THE EMPLOYMENT AUTHORITIES

In the event of a reduction in the workforce or a lay-off for economic or production reasons, the shop steward concerned shall be informed. If the measure affects at least ten (10) workers, the employment authorities must also be notified.

11 § ORDER OF REDUCTION OF THE WORKFORCE

In the case of dismissals and layoffs, the rule that the last to be dismissed or laid off should be professional workers who are essential for the operation of the undertaking, war-disabled workers, and workers who have lost part of their capacity for work with the same employer should be observed wherever possible, and that, in addition to this rule, attention should also be paid to the duration of the employment relationship and the employee's number of dependents.

Application guidance

As a general rule, the reduction of the workforce is carried out by the shipowner. Workforce reductions can also be implemented on a vessel-by-vessel basis, for example, when a shipowner removes different types of vessels operating in other areas. When the workforce reduction is implemented on a vessel-by-vessel basis, shipowners' passenger vessels, dry cargo vessels, and tankers are treated as a whole.

Reductions in the workforce and the order in which they are to be carried out must be negotiated well in advance in accordance with the procedure laid down in the Act on Co-operation within Undertakings and the guidelines for its application in the seafaring industry.

In applying the order of reduction provision, account must be taken of the fact that professional workers who are essential to the operation of the shipowner's business and those who have lost part of their capacity for work with the same employer are in the same situation. Their relative position in the order of reduction is usually determined by the length of employment and the number of dependents.

Professional workers who are essential to the shipowner's operations include:

- employees with important professional skills - such as specific sales skills (e.g., sommelier and beautician) or specialised skills (e.g., special dietician and restaurateur) - acquired through work experience or training or additional/specialised training provided by the employer.
- employees with specific professional skills; and
- employees suited to specific tasks, such as heavy work or demanding customer service.

The order of layoffs and dismissals of other employees is determined by the length of service and the number of dependents, with the last employee to be laid off or dismissed being the employee with the longer service. If the employment relationships are of equal length, the employee with more dependents will be laid off or dismissed last.

The role of the shop steward, the shop steward's delegate and the health and safety delegate in cases of reduction is regulated separately.

12 § ORDER OF NEGOTIATIONS

In the event of a dispute over dismissal or lay-offs, the dispute may be resolved in accordance with the general negotiating procedure laid down in the collective agreement. If the employers' and employees' unions cannot reach a mutual agreement, the matter can be referred to the Labour Court.

ANNEX 5.1**PART-TIME WORK**

(Agreement on international commercial vessels)

1 PART-TIME EMPLOYEE

A part-time employee is a person to whom the Seamen's Working Hours Act (296/1976) applies and whose regular working hours are half of the normal working hours of a full-time employee doing similar work and who is on a part-time pension within the meaning of the Seafarers' Pension Act (1290/2006). The provisions below apply only to such an employee.

For a worker on partial disability pension and partial parental leave, partial parental leave and partial early retirement pension, the provisions agreed for an employee on part-time retirement apply.

Receiving a partial disability pension does not necessarily mean that the employee is unfit to work on board a vessel. The parties recommend that the employer, together with the employee, try to find out the possibilities of arranging part-time work during the period of partial disability pension.

2 CALCULATION AND PAYMENT OF PART-TIME EMPLOYEES'**WAGES**

The daily wage of a part-time employee is half (1/2) of the daily wage of a full-time employee doing the same job. Thus, the daily wage of a part-time employee is calculated using the following formula:

Daily wage = $1/2 \times 1/30 \times$ full-time employee's monthly wage

A part-time employee's monthly salary is obtained by multiplying their daily wage by 30 (monthly salary = 30 x daily wage).

The monthly salary of a full-time employee is defined in the collective agreement for foreign commercial vessels as including the basic or increased basic salary plus experience allowances, oil transport allowance and overseas bonus. The daily wage of a full-time employee is obtained by dividing their monthly salary by thirty.

Part-time employees are paid in the same way as full-time employees.

3 CALCULATION AND PAYMENT OF PART-TIME EMPLOYEES' WAGES ON BOARD A SMALL TONNAGE VESSEL

The daily wage of a part-time employee is half (1/2) of the daily wage of a full-time employee doing the same job. Thus, the daily wage of a part-time employee is calculated using the following formula:

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

A part-time employee's guaranteed wage is obtained by multiplying their daily wage by 30 (guaranteed wage = $30 \times$ daily wage).

A full-time employee's guaranteed wage is defined in the collective agreement for foreign commercial vessels as including basic or increased basic pay plus experience and overseas bonuses. The daily wage of a full-time employee is obtained by dividing their guaranteed wage by thirty.

Part-time employees are paid in the same way as full-time employees.

4 COMPENSATION FOR OVERTIME WORK

Overtime worked by a part-time employee is compensated as provided for in the collective agreement. Overtime compensation paid in cash is calculated from the monthly salary of a full-time employee.

5 SERVICE ALLOWANCE

A part-time worker is entitled to receive a service allowance and/or the "overnight allowance" provided for in the collective agreement on international traffic or in the vessel-specific agreement, in full, according to the number of days worked, in the same way as a full-time employee.

6 FRINGE BENEFITS FOR COMPENSATORY TIME AND ANNUAL LEAVE AND SICK LEAVE ON NON-SMALL TONNAGE VESSELS

A part-time employee is entitled to receive fringe benefit compensation for the compensatory period in accordance with the provisions of the collective agreement for full-time employees in international traffic. During annual leave and sick leave, the fringe benefit compensation is half the amount payable to a full-time employee for the corresponding period.

7 FRINGE BENEFITS DURING ANNUAL LEAVE ON SMALL TONNAGE VESSELS

The amount of the fringe benefit compensation to a part-time employee during annual leave is half the amount payable to a full-time employee for the same period.

8 ANNUAL LEAVE

Part-time employees' annual leave is subject to the provisions of the Seafarers' Annual Holidays Act (433/1984) and the collective agreement on foreign traffic. The second of the two consecutive periods of leave may be used for alternating leave, as provided for in section 5.3.1 of the collective agreement on foreign traffic. One of the leaves must be granted in a single period between 2 May and 30 September.

9 SICK PAY AND MEDICAL EXPENSES

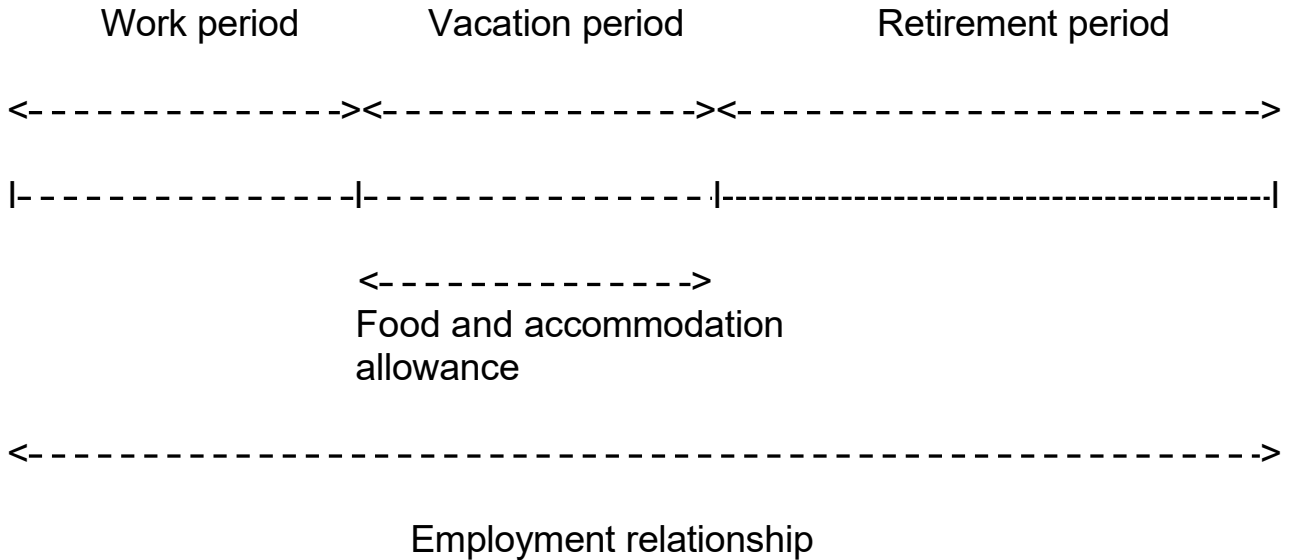
The right of part-time employees to receive sick pay and reimbursement of medical expenses is subject to the provisions of the collective agreement on commercial vessels.

10 GUARANTEED WAGE

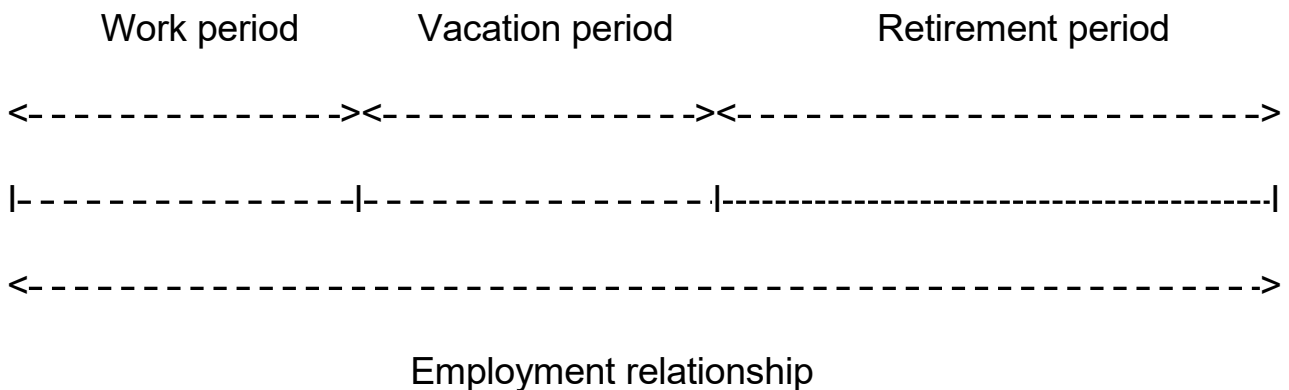
If the part-time worker is employed on board a vessel covered by a separate guaranteed wage agreement, the remuneration of the part-time employee must be agreed separately between the parties to the guaranteed wage agreement.

FOOD AND ACCOMMODATION ALLOWANCE ON NON-SMALL TONNAGE VESSELS (example of implementation)

In practice, the food and housing allowances are paid as follows:



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



ANNEX 5.2**PART-TIME WORK**

(Agreement on international passenger vessels)

1 PART-TIME EMPLOYEE

A part-time employee is a person to whom the Seamen's Working Hours Act (296/1976) applies and whose regular working hours are half of the normal working hours of a full-time employee doing similar work and who is on a part-time pension within the meaning of the Seafarers' Pension Act (1290/2006). The provisions below apply only to such an employee.

For an employee on partial disability pension, partial care leave, partial parental leave and partial early retirement pension, the provisions agreed for an employee on part-time retirement apply.

Receiving a partial disability pension does not necessarily mean that the employee is unfit to work on board a vessel. The parties recommend that the employer, together with the employee, try to find out the possibilities of arranging part-time work during the period of partial disability pension.

2 CALCULATION AND PAYMENT OF PART-TIME EMPLOYEES' WAGES

The daily wage of a part-time employee is half (1/2) of the daily wage of a full-time employee doing the same job. Thus, the daily wage of a part-time employee is calculated using the following formula:

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

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

If a part-time worker is employed on board a vessel on which wages are paid differently from what has been agreed in the collective agreement between the shipowner and the Finnish Seafarers' Union FSU on manning, rotation and the distribution of service allowances, the daily wage, guaranteed wage and monthly earnings of the part-time employee shall be calculated on the basis of the wage of a full-time employee as agreed in the first-mentioned agreement.

Part-time employees are paid in the same way as full-time employees.

3 COMPENSATION FOR OVERTIME WORK

Overtime worked by a part-time employee will be compensated as provided for in section 6.4 of the Agreement on international passenger vessels. Overtime is calculated on the basis of the guaranteed wage of a full-time employee.

4 SERVICE ALLOWANCE

A part-time worker is entitled to receive the full amount of the service allowance provided for in the Agreement on international passenger vessels and in the collective agreement on manning, rotation and the distribution of allowances, in the same way as a full-time employee, according to the number of days worked.

5 FRINGE BENEFITS FOR TIME OFF, ANNUAL LEAVE AND SICK LEAVE

A part-time employee is entitled to receive fringe benefits in respect of periods of work and leave as provided for in the Agreement on international passenger vessels, as specified for a full-time employee. During annual leave and sick leave, the payment of fringe benefits is half the amount of the compensation payable to a full-time employee for the corresponding period.

6 ANNUAL LEAVE

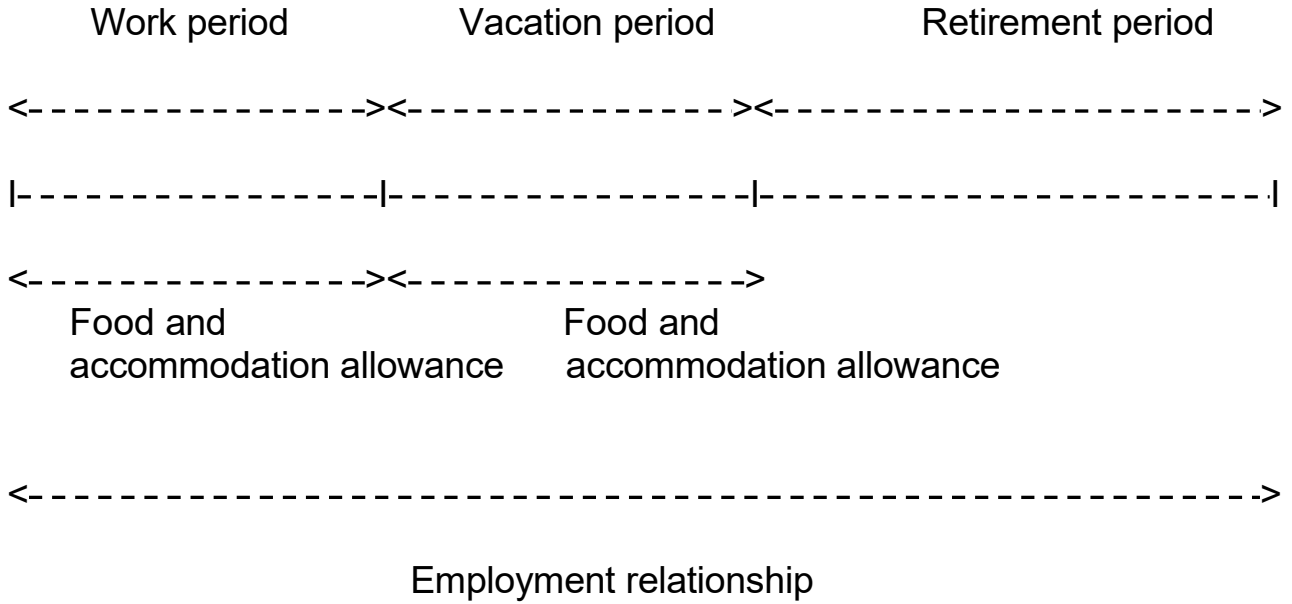
Part-time employees' annual leave is subject to the provisions of the Seafarers' Annual Holidays Act (433/1984) and the provisions of the Agreement on international passenger vessels. The second of the two consecutive periods of leave may be used for alternation, as mentioned in sections 5.9.2 and 5.9.3 of the Agreement on international passenger vessels. One of the leaves must be granted in a single period between 2 May and 30 September.

7 SICK PAY AND MEDICAL EXPENSES

The right of part-time employees to receive sick pay and reimbursement of medical expenses is subject to the provisions of the Agreement on international passenger vessels.

FOOD AND ACCOMMODATION ALLOWANCE (example of implementation)

In practice, the food and accommodation allowances are paid as follows:



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 hours of overtime
Wednesday	10	
Thursday	13	3 hours of overtime
Friday	12	2 hours of overtime
Saturday	10	
Sunday	10	
<hr/>		
	$79 - 9 = 70 \text{ h}$	
	$70 \text{ h} - 65 \text{ h} = 5 \text{ hours of overtime}$	

Since 2 hours over 8 hours have been worked on Sunday, 2 hours over 8 hours on Saturday, and 4 hours over 8 hours on Friday, of which 1 hour is overtime, 2 hours of the hours over 65 are holiday overtime hours, and 3 hours of the hours over 65 are weekday overtime hours.

For the example week, 12 weekday overtime hours and 2 holiday overtime hours will therefore be compensated.

Calculation example of changeover days

If work is done on the day of the changeover, time off is accrued according to the formulae below:

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

Harbour days

(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 day of the changeover, this will be counted as time off, and one (1) previously earned day off will be deducted.

ANNEX 7 **SALARY FOR ABSENT PERSONNEL**

IN ACCORDANCE WITH ARTICLE 23 OF THE SEAFARERS' ACT (from 1/7/1978, Art.17 (423/1978)), THE ORGANISATIONS HAVE AGREED AS FOLLOWS:

MEETING HELD ON 6/3/1969

- 1 §.** It was noted that the meeting had been organised at the request of the Finnish Seafarers' Union because of difficulties in interpreting Article 23 of the Seafarers' Act, which had arisen from time to time.
- 2 §.** The chairman stated that the conditions for the application of Article 23 are
- a) that the reduction in the number of crew members has resulted in wage savings for the shipowner and
 - b) that this has led to an increase in the work of those who remain.

The resulting wage saving is also not shared if the increased work is compensated by overtime compensation.

The Union representatives argued that the seafarer does not have to prove that the work has increased, that there is always a wage saving if the vessel is understaffed, that it is difficult to draw the line between normal and increased overtime, and that when there is a shortage of crew, less time off than usual is given to those on board the vessel.

The employers' side pointed out that when there is a reduction in crew for one reason or another, work is often left undone, so a reduction in crew does not always mean more work. Similarly, some vessels are overmanned, with "extra" crew carrying out maintenance work.

- 3 §.** After a short break, the chairman proposed the following interpretative note for adoption:
- a) a de facto reduction in the number of kitchen staff from the number stated in the survey certificate would be considered sufficient evidence of an increase in work, and the salary saved should then be shared.
 - b) when the number of engine-room and deck crew members is reduced, it should be determined on a case-by-case basis whether the workload of the remaining crew has increased before the wage savings are distributed. A guiding principle in these cases could be the fact that in § vessels and smaller vessels without on-duty crew, it is likely that when a
-

- single employee is absent, the work of those remaining increases, whereas in larger vessels with on-duty crew, this is less likely to happen,
- c) likewise, the work would be considered to have increased automatically if the vessel is under-occupied when leaving Finland, and the wage savings should, in such cases, be shared among the remaining crew.

IN THE CONTEXT OF THE COLLECTIVE BARGAINING NEGOTIATIONS HELD IN THE SPRING OF 1974, THE ABOVE-MENTIONED MINUTES OF 6 MARCH 1969 WERE SPECIFIED AS FOLLOWS:

If the number of crew at the start of the voyage is less than the number agreed between the shipowner and the Union, the number of crew shall be deemed to have been reduced in the manner provided for in Section 23 of the Seafarers' Act.

Since the crewmembers in the cases referred to in the above paragraph are not generally entitled to overtime pay, the seafarer shall be deemed to be entitled to shared pay in accordance with Section 23 of the Seafarers' Act.

The wage savings must be distributed in proportion to the increase in the workload of each person on board the vessel.

This rule does not apply to international vessels when moving between Finnish ports.

IN THE CONTEXT OF THE COLLECTIVE BARGAINING NEGOTIATIONS HELD IN THE AUTUMN OF 1997, THE ENTRY ADDED TO THE PROTOCOL OF 6 MARCH 1969 IN CONNECTION WITH THE COLLECTIVE BARGAINING NEGOTIATIONS HELD IN THE SPRING OF 1974 WAS CLARIFIED AS FOLLOWS:

This regulation does not apply to international vessels when they are moving between Finnish ports or to cargo vessels moving between Finnish ports when their crews are granted additional leave.

ANNEX 8

**AGREEMENT ON OCCUPATIONAL SAFETY IN
WORKPLACES IN THE SEAFARING INDUSTRY**

Modern labour law is mainly divided into laws governing the employment relationship, the protection of workers and, social security for workers, and the regulations issued under them. In addition, labour law includes legislation on the enforcement of laws.

The Occupational Safety and Health Act (738/2002) places an obligation on employers to ensure the safety and health of employees at work. For this purpose, the employer must take into account the work, working conditions, and other work environment-related factors, as well as the personal circumstances of the employee.

The employer must plan, select, measure and implement the measures necessary to improve working conditions. The employer must ensure that safety and health measures are taken into account as appropriate in the activities of all parts of the employer's organisation.

The Occupational Safety and Health Act also obliges the employee to comply strictly with the rules and instructions issued by the employer in accordance with their powers. The employee must also observe the order, cleanliness, care, and caution required by their work and working conditions to maintain safety and health.

The employee must also take care of their own safety and health and that of other workers by the means available to them, in accordance with their experience, training and guidance from the employer and their professional skills.

In the workplace, employees must avoid harassment and other inappropriate treatment of other employees that causes harm or danger to their safety and health.

Based on these obligations of the employer and the employee, the Occupational Safety and Health Act also stipulates that the parties must work together to maintain and improve safety on board the vessel. The content of this cooperation is set out in more detail in the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, and the Decree issued under the Act.

In order to achieve the best possible result, the social partners must continue to share responsibility for health and safety at work, the effective performance of which is in the interests of both the employer and the

employee. Persistent training of health and safety personnel provides the basis for developing occupational health and safety work at a workplace level.

Therefore, recognising the moral, social and economic importance of occupational safety and health, the undersigned unions agree that close cooperation between employers, workers and employees is essential to create a positive spirit of occupational safety and health and to eliminate sources of danger in the workplace. The unions consider it necessary, in order to reach an agreement on occupational safety and health, to clarify some of the provisions relating to the workplace and workers and employees, as well as to the occupational safety and health committee, on the basis of Section 8(2) of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, as mentioned below.

Safety at sea is regulated in the Occupational Safety and Health Act (738/2002) and the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006), and in more detail in the Government Decree on the Working Environment on Board Ships (289/2017) and the Government Decision on Procedures on Board Ships (418/1981), as subsequently amended.

1 § SCOPE

This agreement applies to the vessels of the Finnish Shipowners' Association's member shipping companies, to which the collective agreements on international commercial vessels and passenger vessels apply.

2 § COOPERATIVE BODIES

For the purposes of cooperation on health and safety, the personnel of a vessel shall include a joint health and safety manager appointed by the employer, a health and safety representative representing the employees and/or workers (in cooperation) and two deputies.

In order to promote cooperation between the shipowner and the vessel, the shipowner has appointed an occupational health and safety liaison officer.

The choice of the co-operative bodies promoting occupational safety and health and the appropriate form of cooperation shall be agreed locally, taking into account the number of the shipowner's or vessel's employees and workers, the nature of work and other circumstances. Unless another form of cooperation has been agreed, a vessel regularly employing at least five (5) employees, including senior employees, shall set up an occupational safety and health committee in accordance with Sections 12 to 14 of this Agreement.

An occupational safety and health committee may also be set up on board a vessel at other times, in accordance with Section 38 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces. If an occupational safety and health committee has been set up on the vessel in accordance with Section 38 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, the agreement also applies to these vessels in this respect.

3 § COOPERATION TASKS/TASKS OF THE OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

Regardless of the form of cooperation, occupational health and safety activities must

- 1) draw up an annual action plan to be followed in occupational safety and health activities;
- 2) draw up the necessary plans for the general organisation of the vessel's occupational safety and health activities;
- 3) participate in inspections and investigations concerning health and safety at work whenever the person carrying out the inspection or investigation considers it necessary;
- 4) contribute to the carrying out and implementation of an investigation other than that referred to in the previous paragraph, where such an investigation is necessary following an accident or perceived risk of accident at the workplace, an occupational disease or perceived risk of occupational disease or other work-related diseases at the workplace;
- 5) monitor the accident and health situation at the workplace and take steps to carry out investigations into the causes of accidents and work-related illnesses;
- 6) monitor the implementation of occupational health care at the workplace and make recommendations to the employer;
- 7) handle the distribution of information and educational material on substance abuse and the referral of substance abusers to treatment as provided for in the Alcohol and Substance Abuse Treatment Referral Agreement;
- 8) handle plans for changes and reforms in the workplace and the prevention of accidents and health hazards that affect occupational safety and health, including cost estimates, provide opinions on these plans to the employer and monitor their implementation;
- 9) work to develop and make proposals to the employer for policies that promote safety and health at work;
- 10) become familiar with and monitor developments in the conditions of safety and health at the workplace and, if necessary and whenever possible, pay particular attention to unsafe working conditions and practices, including by

carrying out inspections and making proposals for their correction;

- 11) identify annually the need for cooperation training in the field of occupational safety and health in their area of activity and draw up plans for the preparation of the company's training plan and budget, and implement this training within the framework of the training plan and budget approved for their area of activity while taking into account what is expressly agreed between the parties in the training agreement on the organisation of joint training in the field of occupational health and safety.

4 § SHIPOWNER'S OCCUPATIONAL SAFETY AND HEALTH LIAISON OFFICER

In order to promote cooperation between vessels and shipowners, each shipowner must appoint a person responsible for occupational safety and health whose name must be brought to the attention of the vessels, the maritime labour organisations and the occupational safety and health authorities.

The shipowner's occupational safety and health officer must be familiar with occupational safety and health issues onboard vessels.

The role of the liaison officer is to

- 1) maintain correspondence and other necessary cooperation between the shipowner and the vessel's occupational health and safety committee or equivalent health and safety liaison body;
- 2) provide the vessel's occupational health and safety liaison bodies with information on accidents and occupational health;
- 3) ensure that the laws, regulations and provisions relating to occupational safety and health are communicated to the vessel's occupational safety and health liaison bodies;
- 4) ensure that the employer and its representatives receive the necessary information on the rules, regulations and instructions relating to health and safety at work;
- 5) inform the Maritime Safety Committee of the shipowner-specific need for health and safety training and to keep a list of health and safety personnel who have received training;
- 6) maintain the necessary contacts with the occupational safety and health authorities.

5 § DUTIES OF THE HEAD OF OCCUPATIONAL SAFETY AND HEALTH

The person appointed as the head of occupational safety and health must be a person with experience in occupational safety and health.

The head of occupational safety and health must be provided with adequate conditions for the performance of their duties.

The head of occupational safety and health is responsible for the cooperation between the employer and the crew in the workplace:

- 1) familiarise themselves with the rules, regulations and instructions relating to occupational safety and health and ensure that they are brought to the attention of the crew;
- 2) participate in inspections and investigations concerning occupational safety and health if the person carrying out the inspection or investigation considers it necessary;
- 3) familiarise themselves with the conditions of safety and health at work, monitor their development and take measures to remedy any shortcomings or deficiencies they discover;
- 4) take the necessary measures to organise and maintain the cooperation between employer and employee at the workplace as provided for in the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, and take action to develop cooperation in the field of occupational safety and health;
- 5) maintain contact with the occupational health and safety committee, the health and safety representative and other persons with health and safety responsibilities at the workplace;
- 6) perform such other duties as are incumbent on him/her under the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces and the regulations issued pursuant to it;
- 7) propose to the employer measures for an investigation following an accident or a perceived risk of an accident at work, an occupational disease or a perceived risk of occupational disease or other work-related illnesses at work;
- 8) draw the employer's attention to the fact that the prescribed commissioning and maintenance inspections relating to occupational safety and health are carried out;
- 9) propose to the employer measures to provide the necessary first-aid activities and first-aid training at the workplace;
- 10) propose to the employer measures to organise occupational safety and health education, training and information activities at the workplace;
- 11) maintain the necessary contacts with the shipowner's health and safety representative and occupational health personnel;
- 12) forward the decisions of the vessel's health and safety committee to the shipowner without delay.

6 § DUTIES OF THE OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVE

When representing the workplace's crew in cooperative activities concerning health and safety at work and in relations with the health and safety authorities, the occupational safety and health representative must;

- 1) familiarise themselves with the rules, regulations and guidelines on health and safety at work;
- 2) participate in inspections and investigations concerning health and safety at work whenever the person carrying out the inspection or investigation considers it necessary;
- 3) participate, where necessary and where the nature of the investigation so permits, in an inquiry other than that referred to in the previous paragraph following an accident or perceived risk of accident at the workplace, an occupational disease or perceived risk of occupational disease or other work-related illness at the workplace;
- 4) familiarise themselves with the health and safety conditions in the workplace by regularly observing them at different workplaces and monitoring their development in terms of safety and health at work and report any shortcomings or defects that they discover, in the first instance, to the relevant supervisor and the head of occupational safety and health and occupational health staff and, if necessary, to the health and safety authorities;
- 5) work to develop cooperation between the employer and the crew on health and safety at work;
- 6) maintain contact with the occupational safety and health personnel, the head of occupational safety and health, and other persons with occupational safety and health responsibilities, as well as the occupational safety and health authorities; and
- 7) carry out the other tasks assigned to him/her by the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces and the regulations issued pursuant to it.

7 § ROLE AND RIGHTS OF THE OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVE

For the purpose of carrying out their duties, the occupational safety and health representative has the right to access the documents and records that the employer is required to keep under the occupational health and safety regulations. They also have the right to have access to statements and research results concerning safety and health at work and to receive copies of all the documents referred to above.

An occupational safety and health representative may not, by virtue of their duties as an occupational safety and health representative, fail to fulfil the obligations arising from their employment relationship. The employer may not, without good cause, refuse to release the occupational safety and health representative from their regular work for a reasonable period of time necessary for the performance of the occupational safety and health representative's duties.

The opportunities for the development and advancement of the occupational safety and health representative must not be impaired because of the performance of their duties. The employer and the occupational safety and health representative must clarify during the period of the mandate whether the maintenance of the health and safety delegate's professional skills for the previous or similar work requires the provision of vocational training that is also provided for other employees.

After the termination of the mandate of the occupational safety and health representative, they and the employer must jointly determine whether vocational training is required to maintain the skills of the person concerned in their previous or equivalent work duties. When deciding on the content of the training, any changes in working methods during the period of the occupational safety and health representative's mandate shall be taken into account.

The termination of the employment contract of an occupational health and safety representative is governed by Chapter 8, Section 9(2) of the Seafarers' Employment Contracts Act (756/2011), which provides for the termination of the employment contract of a shop steward. A deputy representative shall be treated in the same way as a representative in terms of his or her status and rights when the representative is prevented from carrying out his/her duties because of annual leave or a rotation system.

8 § EXEMPTIONS FROM WORK

The management must give the occupational health and safety representative, as well as the chairperson and member of the occupational health and safety committee, time off work when this is necessary for the proper performance of their duties. A person who has been released from work must carry out their duties in such a way as to cause the least possible inconvenience to their actual work.

However, in the event of any doubt about the use of the time of the occupational health and safety representative, they are entitled to be released from work to carry out the duties of the occupational health and safety representative at least

as follows:

For deck and engine-room crews on international as well as catering staff on international vessels: five (5) hours in four (4) consecutive weeks and, when the number of crew exceeds 80, eight (8) hours in four (4) consecutive weeks.

Within the scope of the Agreement on international passenger vessels: half a day in four (4) consecutive weeks and, when the number of crew exceeds 80 persons, one (1) day in four (4) consecutive weeks.

9 § TASKS OUTSIDE WORKING HOURS

The chairman and member of the health and safety committee, as well as the occupational health and safety representative, must, if possible, agree in advance with the employer or the employer's representative on the tasks to be carried out outside working hours unless the occupational health and safety authority orders the task.

10 § COMPENSATION FOR LOSS OF EARNINGS AND REMUNERATION FOR TASKS PERFORMED OUTSIDE WORKING HOURS

The time spent performing the duties of an occupational health and safety representative and as a member of the occupational health and safety committee is treated as actual working time.

If the person referred to in paragraph 1 performs tasks agreed upon with the employer outside his/her regular working hours, overtime pay shall be paid for the time lost or other additional compensation shall be agreed upon with him/her.

For any imperative occupational safety and health-related work outside working hours and participation in a meeting of the occupational safety and health committee, compensation equal to the meeting compensation for state committees will be paid.

11 § DEPUTY REPRESENTATIVE

If the occupational safety and health representative is prevented from carrying out his/her duties, the first deputy representative shall take his/her place. The occupational safety and health representative must inform their superior and,

if necessary, the head of occupational safety and health of their impediment in the first instance.

12 § COMPOSITION OF THE OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

The number of members of the occupational safety and health committee is 4 for crews of less than 50 and 8 for crews of 50 or more.

A quarter of the members of the committee represent the employer, a quarter the senior staff and half the employees. However, where a group of senior staff members covered by this Agreement constitutes a majority in the workplace, half of the members shall represent those staff members, and one quarter shall represent the employees.

The employer's representatives on the occupational safety and health committee are appointed by the employer. One of them must be the head of occupational safety and health.

The senior staff representatives on the committee are chosen from among the senior staff members working on board the vessels.

Employees are represented on the occupational safety and health committee by an occupational health and safety representative and deputy representatives.

The chairman and vice-chairman of the occupational safety and health committee are elected by the committee from among its members. The committee shall elect a secretary, who need not be a member of the committee, if necessary.

If the vessel's captain or chief engineer officer does not act as the vessel's head of occupational safety and health or as the employer's representative on the occupational health and safety committee, they are nevertheless entitled to attend the committee meetings, where they have the right to speak but not to vote. The master and chief engineer of the vessel, as well as the coxswains, engineers, radio operators, heads of the catering department, petty officers and line pilots, are regarded as senior staff members.

13 § MEETINGS OF THE OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

The occupational safety and health committee meets, when necessary, but at least once a quarter.

It is the duty of the chairman or, in their absence, of the vice-chairman to convene the committee. In addition, the committee must be convened if the head of occupational safety and health or, an occupational health and safety representative or one-quarter of the members of the occupational safety and health committee request it for a specific matter.

14 § ORGANISATIONAL ELECTIONS

The election of the occupational safety and health representative and the members of the occupational safety and health committee takes place between 1 November and 31 December of the year preceding their term of office unless otherwise provided by the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces or by order of the Ministry of Economic Affairs and Employment.

The elections shall be held in such a way that all employees and senior staff members of the vessel have the opportunity to participate. In addition, the election of an occupational safety and health representative must be carried out in accordance with legal provisions.

It is recommended that people with a good understanding of occupational health and safety issues in the workplace be elected as occupational health and safety representatives and members of the occupational health and safety committee. A person elected as an occupational health and safety representative may also be elected as a member of the occupational health and safety committee.

Unless otherwise agreed on a vessel-by-vessel basis, the elections are carried out by the occupational safety and health committee.

Note for the minutes:

The first elections on board the vessel will be carried out by the head of occupational safety and health, and where there are elected shop stewards on board the vessel, in cooperation with them.

15 § PREMISES AND OFFICE EQUIPMENT

The employer shall provide the occupational health and safety representative with an appropriate place to store the equipment necessary for the performance of his/her duties. If the size of the workplace requires special premises, the employer must provide an appropriate room in which the discussions necessary for the performance of the duties can take place. The space can be shared with, for example, a shop steward.

The employer shall make the laws, regulations, and other health and safety provisions necessary for the performance of their duties available to the occupational health and safety representatives and the occupational health and safety committee.

In the performance of their duties, the occupational safety and health representative is entitled to use, free of charge, the usual office and communication equipment of the vessel and shipowner, such as mobile telephones, computer equipment with associated software and Internet access (email).

16 § COMPANY-SPECIFIC ARRANGEMENTS

The organisational provisions of this Agreement may be derogated from by agreement between the organisations, taking into account the mandatory provisions of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces and provided that the operation of the vessel or traffic or other similar reasons make it appropriate to organise cooperation in another way.

ANNEX 9 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 organisations of the labour market, as an industry committee for seafaring safety.

2 § MEMBERS AND TERM OF OFFICE OF THE INDUSTRY COMMITTEE

The industry committee has a total of five members, two from employers' organisations and three from employees' organisations. The members and deputy members of the industry committee shall be appointed by the parties for a period of two years at a time. A permanent expert from the Occupational Safety and Health Centre is invited to join the committee.

3 § ELECTION OF THE CHAIRMAN AND SECRETARY

The industry committee elects a chairman and vice-chairman from among its members, and the Occupational Safety and Health Centre appoints a secretary. The term of office of the chairman and vice-chairman is the same as that of the committee, and the chairman is elected on a rotating basis between the employers' and employees' organisations.

4 § MEETING

The industry committee meets, if necessary, when convened by the chairperson. The chairman is obliged to convene a meeting at the written request of any member.

5 § QUORUM

A quorum is reached when the employers' and employees' sides are represented. At committee meetings, decisions are made unanimously.

6 § DUTIES OF THE INDUSTRY COMMITTEE INCLUDE

- 1) planning, budgeting and reporting on activities (projects, training) and implementing approved plans;
- 2) monitoring and evaluating annually the needs and implementation of occupational well-being services in their own sector. On this basis, the industry committee draws up a sectoral plan, which is implemented by the parties concerned. The industry committee also makes proposals for any further action that needs to be taken;
- 3) monitoring and promoting the development of health and safety in their field;
- 4) planning and implementing training, information and advice on occupational safety and health in their field;
- 5) producing up-to-date materials on safety at work and work-life development;
- 6) cooperating with workplaces, public authorities, research institutes, universities, training institutes, etc;
- 7) monitoring and communicating changes in working life and legislation;
- 8) following international developments in the field and maintaining contacts with Nordic and other international organisations in the field;
- 9) setting up separate working groups to which experts may be invited, as appropriate; and
- 10) carrying out other tasks within the centre's remit as determined by the government and by the parties to the agreements in the field.

7 § COSTS

The parties shall bear the costs of their own members' meetings. Other expenses incurred in the operation of the industry committee shall be shared between the parties in proportion to the number of representatives on the industry committee.

ANNEX 10**HEALTH CARE AGREEMENT FOR
THE SEAFARING INDUSTRY**

The Finnish Shipowners' Association, on the one hand, and the Finnish Seafarers' Union FSU, on the other hand, hereby conclude the following agreement on occupational health care for employees serving on board vessels belonging to the employers' associations.

1 § ORGANISATIONAL MODELS

The practical implementation and organisation of the occupational health care measures referred to in this Agreement and to be developed on the basis thereof shall be the responsibility of the shipowners.

Shipowners may provide the occupational health care services referred to herein through the maritime health centres and other municipal health centres or through any other institution or person authorised to provide occupational health care services, or by using their own occupational health services provided by the shipowners, or by an appropriate combination of these services.

Shipowners can also take advantage of other available health and medical services, such as those provided by the Finnish Institute of Occupational Health, seafarers' doctors and other private hospitals and doctors, including those abroad.

2 § SHIPOWNER'S OCCUPATIONAL HEALTH CARE STAFF

Depending on which of the options mentioned in section 1 the shipowner chooses to organise their occupational health care organisation, the shipowner shall employ the number and level of health personnel necessary to ensure the implementation of the occupational health care measures provided for in this Agreement.

**3 § WORKING ENVIRONMENT AND OCCUPATIONAL HEALTH AND
SAFETY**

Workplaces and accommodation, dining and leisure facilities must be designed in such a way that their characteristics do not put employees at risk of accident or illness.

When a satisfactory working environment from the point of view of occupational

safety and health cannot be achieved by structural or technical means or by other similar means that are not dependent on the person performing the work or any other person, or where such measures cannot reasonably be required, employees must be provided with appropriate protective equipment.

4 § SCOPE OF OCCUPATIONAL HEALTH CARE

The scope of occupational health care shall include the maintenance and promotion of the fitness and health of the personnel on board the vessel by ensuring, in the manner provided for in this Agreement; ensuring the personnel's

- health care
- emergency and medical care, and
- rehabilitation.

5 § HEALTH MONITORING

The visits of health personnel on board vessels provide the basis for the planning, implementation and development of occupational health care.

For the prevention, early detection and treatment of illnesses, the shipowner's occupational health unit will monitor the health of the personnel on board the vessel in accordance with a specific action plan, in compliance with the provisions of the Occupational Health Care Act.

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

Employees' pre-employment health examination and follow-up examination are provided for in the Act on Medical Fitness Examinations of Seafarers (1171/2010).

The shipowner shall pay the fees for the medical certificate referred to in the above Act and for the special certificates relating thereto, on presentation of receipts issued by the healthcare institute and the doctor.

The employee must contact the employer or their representative before undergoing the medical examinations or tests referred to above.

7 § EXAMINATIONS

The most effective preventive work is to take health and ergonomic considerations into account in all planning.

In order to identify physical and psychological friction factors (ergonomic issues) associated with vessels, work equipment and work, as well as hygiene hazards arising from work, the working environment or other working conditions (occupational hygiene issues), investigations shall be carried out at the expense of the shipowners and, on the basis thereof, the necessary measures shall be taken to remedy the issues thus identified as being reasonable. Such surveys should be carried out, in particular on vessels carrying dangerous chemicals in bulk.

8 § MEDICAL CARE AND FIRST AID

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

The employer must provide appropriate care for a sick or injured employee, including treatment prescribed by a doctor, as well as travel, medication and a reasonable level of maintenance.

9 § MAINTENANCE OF WORK CAPACITY AND REHABILITATION

The role of occupational health care in rehabilitation matters is to advise and guide employees on physical activity, the maintenance and development of physical activity in the workplace and to refer employees in need of rehabilitation to specialist bodies.

10 § ALCOHOL AND SUBSTANCE ABUSE

To eliminate alcohol and drug abuse, the Alcohol and Substance Abuse Treatment Referral Agreement concluded between the parties to the contract will be followed.

An employee who abuses alcohol or other intoxicating substances on board the vessel should seek to be directed to an appropriate treatment facility.

If work is interrupted due to treatment agreed between the employer and the employee, the provisions of section 13 of this health care agreement shall apply.

With regard to drugs, the social partners note that the use and possession of drugs on board the vessel is prohibited. The parties also refer to the Narcotics

Act, which states: "Any person who unlawfully manufactures or attempts to manufacture a narcotic drug or cultivates opium poppy, coca shrub or hemp for use as a narcotic drug or as a precursor, imports or attempts to import or exports or attempts to export or transports a narcotic drug, sells, brokers, transfers or otherwise distributes a narcotic drug, or possesses or attempts to obtain or use a narcotic drug shall be liable to a fine or to imprisonment for a term not exceeding two years". A drug is defined as a substance within the meaning of the Government Decree on substances, preparations and plants considered as narcotics.

11 § HEALTH EDUCATION AND TRAINING

The parties consider it important that training and advice on health issues be provided to those responsible for health care on board the vessel and that health education material also be made available to health and safety personnel.

Particular attention must be paid to the crew of vessels carrying chemicals or other dangerous cargo that is hazardous to health.

12 § PREGNANCY, SPECIAL PREGNANCY AND PARENTAL LEAVE AND CARE LEAVE

The provisions of the Seafarers' Employment Contracts Act apply to the different leaves mentioned in the title.

A woman who has been employed by a shipowner for 6 consecutive months immediately prior to taking pregnancy leave under the Health Insurance Act is entitled to an allowance in kind for a maximum of 42 days.

13 § EMPLOYMENT RELATIONSHIP AND ILLNESS

An employee who, at the end of their employment, knows that he is ill is obliged to inform the master or the shipowner and, if required, consult a doctor without delay.

The shipping company must endeavour to reinstate an employee who has been [decision surveyed] from their actual employment on a vessel regularly sailing to Finland due to illness or accident to the shipping company as a seagoing employee after the end of the illness or after the injury has been cured.

The salary will be determined by the vessel on which they will take up their duties.

An employee returning to work from sick leave is entitled to receive a discounted travel ticket price from the shipping company (train, bus, car, ship or airplane) subject to a receipt.

In the case of an employee working on a non-passenger vessel returning to the vessel from sick leave, unless otherwise agreed in advance between the employer and the employee, the cost of a taxi between the bus or railway station of the place of employment or the airline's city terminal (or airport if the journey is shorter) and the port of call is paid on the basis of a receipt, when

- there is no public transport connection between them, or
- the employee has been asked to return to the vessel during a day when public transport is not in operation.

Taxi fares will only be reimbursed on presentation of a receipt or, in exceptional cases, other reliable proof.

The employment relationship may, unless the circumstances give grounds for a different assessment, be terminated within the meaning of Chapter 9, Section 1 of the Seafarers' Employment Contracts Act as soon as the employee is permanently unable to work or it is otherwise clear that he/she is no longer and will no longer be fit for work.

However, if the employee becomes eligible for seagoing work nine (9) months after the end of the employment relationship and is an unemployed jobseeker, the employer must offer them a vacant position in accordance with their previous employment contract.

14 § CONFIDENTIALITY

The staff doctor and the employee must provide the employer with the information necessary to consider the recruitment, placement, health or continued employment of the employee. However, this information may only be provided within the same shipping company or shipping group.

Persons who, by virtue of this Agreement and their position, have become aware of a private secret concerning an employee or his or her family shall not disclose it without authorisation, except as otherwise provided by law.

ANNEX 10.1 SUBSTANCE-FREE WORKPLACE

The substance-free policy aims to ensure a safe and secure workplace and work community and to encourage employees to reduce their substance use. The substance-free policy aims to reduce the problematic use of intoxicants in particular and to promote the health of employees and maintain their ability to work. The parties emphasise the importance of substance abuse prevention, early personal contact and treatment counselling. Preventive intervention is part of occupational health and safety, and preventive intervention is not a disciplinary measure. The employer must have a substance abuse programme in place that has been discussed with employees as required by law.

Working on board a vessel under the influence of alcohol and drugs significantly increases the risk of accidents and injuries, endangers the operation of the vessel and harms the working community. This is why vessels operating in foreign traffic have a zero-tolerance policy for alcohol during working hours and an absolute zero-tolerance policy for drugs at all times during the working period.

Any incident brought to the employer's attention where a crew member has been found to be under the influence of alcohol or drugs, either at the time of boarding a vessel or while on board a vessel, will be brought to the attention of the employer. The master of the vessel or a nurse designated by the master or, in the absence of a nurse, a member of the vessel's medical staff shall, if necessary, carry out the intoxication test referred to below to determine whether there has been a breach of the principles of non-intoxication.

According to the collective agreement in force on board vessels operating under the Finnish flag, employees must perform their duties responsibly in accordance with the law and good seamanship. In addition, anyone working on board a vessel must maintain sobriety, good order and discipline and behave courteously. Care must be taken in the maintenance of the vessel and its condition.

More detailed rules concerning the substance-free policy are as follows:

GENERAL

Intoxicants refer to alcohol, narcotics and abused narcotic drugs.

Implementing a substance-free policy on board vessels is in the interest of every crew member. The starting point is that all crew members, including subcontractors and additional workers, are covered by the policy and that the same policy applies to all of them.

Supervisors and work management monitor the implementation of the substance-

free policy. Cases where a crew member has been found to be under the influence of intoxicants on board a vessel can lead to termination of employment. Cases where an employee is intoxicated on board a vessel to the extent that they cause danger or are unable to perform safety-related duties may lead to the measures described below. Anyone who observes or suspects that a crew member is working while intoxicated is obliged to report the situation to the master or the supervisor of the vessel.

If there is reason to suspect that a crew member is intoxicated during working hours, the supervisors and foremen shall inform their own supervisors or the master of the vessel. If there is reason to suspect that the master of a vessel is intoxicated at work, the chief officer or the deck officer in charge must be informed immediately. The officer who receives the report shall immediately inform the chief engineer and the shipowner.

An employee has the right to refuse to work with a colleague who is intoxicated. The employer is responsible for the cost of drug and alcohol tests and travel expenses, for which a statement will be provided to the employer.

Treatment fees are agreed in Section 8.9 of the Treatment Referral Agreement.

ALCOHOL

A person working on board a vessel must not be under the influence of alcohol during working hours and must never have a blood alcohol concentration (BAC) of more than 0.00 ‰ while at work. If the employee's blood alcohol content exceeds 0.00 ‰, the employee must not take part in any work on board the vessel except for rescue purposes.

In other respects, an employee must conduct themselves while on board a vessel in such a way that they do not endanger their own safety, that of passengers and other personnel, or that of the vessel and its cargo, and in such a way that they can properly perform their duties in the rescue organisation.

Employees must also behave in a way that does not damage the employer on their way to and from the vessel.

The master of the vessel controls the amount of alcohol purchased and stored on board the vessel.

NARCOTIC DRUGS

Narcotic drugs are all substances whose use has been considered in Finland to meet the definition of a drug use offence. In addition, drugs include abused narcotic drugs and other substances used for intoxicating purposes (e.g. technical solvents).

Bringing narcotics on board the vessel and possessing, using, selling or distributing them on board the vessel is strictly prohibited. Breaches of the prohibition on drugs can lead to immediate termination of employment.

MEDICINES

The use of medicines prescribed by a doctor or the vessel's medical staff on prescription is permitted. Those who have been prescribed central nervous system medication by a doctor are advised to present a statement of the medication to the vessel's nurse or, if not available, to the officer in charge of medical care.

INSPECTION OF PREMISES

Suppose there is reason to believe that an employee has brought or is storing narcotic drugs or alcohol in their cabin in such quantities as to pose a danger to the vessel, persons or cargo on board or otherwise cause disorder on board. In that case, the master of the vessel has the right to check the premises available to the employee. A space intended for accommodation may only be inspected if it is necessary to establish the facts to be inspected. The inspection of accommodation can only be carried out by the master of the vessel or an authority.

The inspection must be carried out in the presence of witnesses chosen by the employee (e.g. a shop steward). If necessary, the master has the right to take possession of the substance that poses a danger or harm. The substance must be handed over to the authorities or, unless prohibited by law, returned to the employee upon leaving the vessel.

DRUG TESTING IN GENERAL

Sampling for drug testing, except for breath testing, shall be carried out by a medically trained person appointed by the shipowner.

The person and equipment involved, the sampling methods and the transport, analysis, evaluation, reporting of results and confidentiality of the samples shall comply at all relevant times with the standards and recommendations normally applied in the industry for the corresponding tests.

Alcohol and drug tests must be carried out fairly and equitably. The tests are either random tests, which must be carried out in such a way that they are general and do not specifically target any individual employee, or tests carried out on the basis of reasonable suspicion. Reasonable suspicion may arise, for example, on the basis of the following characteristics:

- Repeated tardiness, leaving work early or other failure to comply with working hours;
- Random and sudden absences from work;
- Frequent, unannounced, spontaneous changes of working periods;

- Coming to work or being at work with a hangover;
- Deterioration in work performance, neglect of work and repeated errors;
- Sick leave certificates from different doctors;
- Avoidance of supervisors;
- Recurring accidents;
- Drink driving.

If circumstances permit, alcohol and drug testing is carried out as soon as possible after any accident that endangers safety or the environment. In this case, everyone who was at work or who may have otherwise contributed to the accident must be tested.

ALCOHOL TESTING

A breath test can determine whether a person is under the influence of alcohol. An employee who is engaged in work activities where working while intoxicated may endanger the life, health, or safety of other persons on board or the safety of the vessel or the environment must undergo a breath test during working hours. Refusal to undergo a breath test is a breach of employment obligations and of the substance-free policy, for which a written warning may be issued.

An employee who refuses to participate in random breath testing during working hours may be removed from duty by order of a supervisor.

The employee has the right to request a voluntary breath test at any time.

Random breath tests are only carried out during working hours.

Two calibrated alcometers are on board the vessel to carry out the breath tests. The equipment used for the breath tests shall be calibrated, checked and maintained at regular intervals in accordance with the importer's or manufacturer's instructions and shall be maintained in good working order. The equipment must be precise and accurate. The alcometer reading is always checked according to the manufacturer's instructions before starting the breath test. The breath test shall be carried out by the master of the vessel or, at their discretion, by the nurse on board the vessel or, in the absence of a nurse, by another qualified and trained crew member. The inspections and the breath tests carried out, except for voluntary tests, shall be recorded in the vessel's logbook.

The breath test must be carried out in a place where there are no persons other than those who must be present (the person performing the breath test, the person being tested, a ship steward or any other witness designated by the employee). The employee has the right to refuse the presence of a witness.

A record of the breath tests shall be made in accordance with the shipowner's

substance abuse programme. The record must be kept in such a way that it is not accessible to persons other than those who are authorised to deal with the results of the breath tests. A positive result is always recorded in a separate record, signed by the employee who gave a positive result in the breath test. The person performing the breath test shall inform the shipping company's office of the positive result to the designated person and shall, at the same time, indicate the identity of the employee who carried out the positive result. Breath test results with identification data are not recorded in the logbook or anywhere else where the results would be visible to third parties.

If the first breath test result exceeds 0.00 ‰, a control breath test is carried out with a second calibrated alchometer.

The measurement error may not exceed 0.10 ‰.

If both breath test results are identical, the possibility of measurement error can be excluded.

For a control breath test, which is carried out on the basis of a breath test result exceeding 0.00 ‰, a shop steward or other witness/support person designated by the employee will be invited to attend. The results of the breath tests are recorded in the breath test records and the employee signs the breath test result. The employee must not see the results of other people's breath test results recorded in the breath test records.

If the control breath test result exceeds 0.00 ‰, the employee is removed from work, and the test is repeated after 30 minutes to check the employee's work ability (repeat breath test).

The purpose of the repeat breath test is to determine whether the employee is fit for work and able to return to work.

If there is reason to suspect (justified suspicion) that an employee is under the influence of alcohol on board a vessel, they will be subjected to a breath test. If an employee refuses to be tested, the significance of the refusal will be determined on a case-by-case basis, taking into account other factors indicating the employee's intoxication. Where an employee has a legal obligation to submit to a breath test, refusal to submit to a breath test is a violation of the employee's employment obligations and this policy and may result in a written warning or termination of employment. An employee who refuses to participate in a breath test may be removed from duty by order of the supervisor.

DRUG TESTING

A urine test can be used to determine if a person is under the influence of narcotic

drugs. The test is always carried out by a seafarer's doctor or other approved health care professional. The employer must ensure that the test taker has a valid qualification and that the test method is defined as acceptable in national legislation.

All seafarers may be subject to drug testing prior to the conclusion of an employment contract of indefinite duration.

Where there is justified suspicion, an individual drug test may be carried out if necessary. In addition, random drug tests may be carried out on board a vessel, as set out in the Act on the Protection of Privacy in Working Life (759/2004) or as agreed with the employee. Every seafarer may be required to have the most recent drug test result attached to their certificates of competency. Failure to submit a drug test result is a breach of employment obligations and may result in disciplinary measures.

CONSEQUENCES OF INFRINGEMENTS

Being intoxicated at work will lead to an assessment of the continuation of the employment relationship, and the employment relationship may be terminated without warning if the conditions laid down in the Seafarers' Employment Contracts Act are met. Being intoxicated at work during working hours is always punishable by a written warning issued by the master or the employer, which is valid for 12 months. In addition to the warning and the accompanying referral to treatment, measures must always be taken to refer the employee to treatment in accordance with the Treatment Referral Agreement Concerning Abusers of Alcohol and Intoxicants.

Treatment counselling may be used in the context of a first warning for being under the influence of intoxicants.

A probationary employee may be terminated without warning if found guilty of violating this substance abuse policy.

Suppose an employee who has sought treatment violates the treatment plan or treatment instructions or is intoxicated at work again while the warning is in force. In that case, the employer may terminate the employee's contract.

MISCELLANEOUS

The parties agree that any deviations from the provisions or procedures of the substance abuse policy and any compensation may be agreed upon by separate agreement on a shipping company or vessel-specific basis, taking into account the needs of the individual shipping company.

Crew members may purchase and store alcoholic beverages on board a vessel, but their use in violation of this policy is prohibited.

This policy on a substance-free workplace supersedes all previously agreed substance abuse policies between SMU and SV, their interpretation and application guidelines, and separate protocols with agreed rules, policies, rights, or obligations regarding substance abuse.

ANNEX 10.2 TREATMENT REFERRAL AGREEMENT CONCERNING ABUSERS OF ALCOHOL AND INTOXICANTS

The purpose of this referral agreement is to aim for a substance-free workplace and to improve and clarify the handling and treatment of substance abuse problems at the workplace. Workplaces are encouraged to jointly create and strengthen their own practices related to the prevention and use of substance use. Special emphasis is placed on preventive action, i.e. intervening in substance use as early as possible.

The agreement aims to raise awareness of the harmful effects of substance use in working life and highlight issues and solution models that could help create workplace-specific practices.

1 PREVENTATIVE ACTION

Preventative work supports joint occupational safety work at workplaces. The essential part of this is information and education on substance abuse issues as well as intervention in problem use as early as possible. Information and training concern the harms of alcohol use, the identification of use and problems, intervention in use and opportunities for referral to treatment.

2 INFORMATION AND EDUCATION

The objectives of providing information and training staff:

- To provide information on the problems and adverse effects of substance abuse in working life;
- To influence attitudes to identify and address substance abuse and related problems transparently and constructively;
- To reduce the thresholds of intervention and raise the issue;
- To promote awareness of and commitment to common workplace practices (substance abuse policies);
- To promote immediate and early intervention in cases of abuse and
- To promote the referral of people with substance abuse problems to treatment.

The training is targeted at the entire personnel by utilising the expertise of occupational health care.

3 WORK COMMUNITY

The work community must commit to a substance-free work culture. Everyone, both supervisors and employees, can set a good example for promoting substance abstinence in the workplace. Workplaces may also have a contact person familiar with substance abuse problems. Hidden acceptance, secrecy and trivialisation of substance use should not be permitted in the workplace. Appropriate and constructive intervention in problems and violations can often prevent the substance abuse problem from getting worse.

4 OCCUPATIONAL HEALTH CARE

Occupational health care has a statutory duty of preventive action. In connection with health examinations and medical care, healthcare professionals have good opportunities to influence the promotion of healthy lifestyles and substance abstinence.

5 IDENTIFYING THE SITUATION

In order to prevent and treat harm caused by substance abuse, it is necessary to identify abuse. Abuse can manifest itself in different ways and can be characterised by, for example:

- Repeatedly being late, early departures from the workplace or other non-compliance with working hours;
- Random and sudden work absences;
- Repetitive, surprising changes of work periods at the employee's own initiative;
- Coming to work or being at work in a hangover;
- Decrease in work efficiency, neglect of work and repeated errors;
- Sick leave certificates from different doctors;
- Undermining of superiors;
- Recurring accidents;
- Drunk driving.

Substance abuse can also come to light in occupational health care in connection with health examinations and medical care.

6 INTERVENTION

The use of intoxicants at the workplace or being at work under the influence of intoxicants is a serious violation of obligations arising from the employment relationship and a sign of a problem,

which needs to be addressed. However, when tackling the problem, care must be taken to deal with it discreetly.

Bringing up the issue can take place at the initiative of a supervisor, occupational health care or colleague.

Based on the discussion with the employee, a plan for further measures is drawn up, and the possible need for treatment is assessed. Occupational health care must be involved in drawing up the plan, assessing the need for treatment and monitoring the effects of the measures.

6.1 SUPERVISOR'S RESPONSIBILITY

Suppose the employee's behaviour or work performance indicates a substance abuse problem. In that case, the supervisor must discuss the workplace's procedures and requirements and possible consequences with the employee.

If an employee suspects that an employee is under the influence of alcohol, the employer must assess the situation on a case-by-case basis. However, various tests must comply with current regulations and regulations. Provisions on drug testing are laid down in the Act on the Protection of Privacy in Working Life, and drug testing may also be agreed upon with the employee during the employment relationship.

Suppose it is unclear whether a substance abuse problem or an illness is behind the problems of work performance. In that case, the employee in question can be referred to their own occupational health care for a work ability assessment and assessment of the need for treatment.

6.2 COLLEAGUES' SUPPORT

Every colleague must advise and encourage people with substance abuse problems to seek help, for example, by contacting occupational health care or another professional. If a substance abuse contact person has been appointed at the workplace, the colleague may also ask the contact person to talk to the employee in question. Hiding and concealing the problem should not be accepted, for example, by taking care of work tasks neglected by a problematic employee.

For treatment to succeed, it is important that colleagues in treatment and returning from treatment are accepted into the work community as equal employees. This will support their coping and recovery.

6.3 OCCUPATIONAL HEALTHCARE DUTIES

Occupational health care personnel must assess the problematic use of alcohol and other intoxicants in all patient contacts, intervene actively if necessary, and provide information and support.

Suppose occupational health care diagnoses a substance abuse problem. In that case, the occupational health care service is responsible for informing the person with the substance abuse problem about treatment options and referring the person to appropriate treatment. In situations where there is reason to suspect that the employee is intoxicated at the workplace and where being intoxicated poses a risk, the occupational health care service must contact the workplace to inquire about the employee's coping at work and, if necessary, propose measures to refer the employee to treatment.

At the request of the supervisor, occupational health care is responsible for carrying out a work ability assessment and assessing the need for treatment, as well as participating in treatment guidance and monitoring and implementing treatment.

7 CO-OPERATION AND STAFF REPRESENTATIVES

The principles to be followed at the workplace concerning the handling of substance abuse issues, referral to treatment and the role of occupational health care in substance abuse matters are handled in cooperation referred to in the Act on the Supervision of Occupational Safety and Health and Cooperation on Occupational Safety and Health at Workplaces. Occupational safety representatives and shop stewards are also central to the cooperation.

When handling an individual case, the employer has the right, with the consent of the person with substance abuse problems, to notify the staff representative. At the employee's request, the staff representative has the right to be present when the matter is discussed with the employer.

8 TREATMENT REFERRAL SYSTEM

Self-identification of substance abuse problems and seeking treatment promote the effectiveness of treatment. Members of the work community, colleagues and supervisors should encourage people with substance abuse problems to seek treatment. The primary objective is to encourage people to seek treatment at their own initiative and on a voluntary basis.

The workplace must have information on the available places and forms of treatment for seeking treatment and referral to treatment. If there is a substance

abuse contact person at the workplace, this contact person can also make the practical arrangements for referral to treatment.

Treatment aims to recover from substance abuse problems and maintain health and work ability.

8.1 PERSON TO BE REFERRED TO TREATMENT

A person referred to treatment refers to a person who has developed or is clearly developing a social, health-related or work and safety-related problem that causes harm to work and safety as a result of the problematic use of alcohol or other intoxicants.

8.2 REFERRAL TO TREATMENT

Seeking treatment and referral to treatment take place as follows:

- Voluntarily at the person's own initiative or the initiative of the person's family
- At the initiative of colleagues, a supervisor or a contact person;
- At the initiative of occupational health personnel; or
- At the employer's initiative when a disciplinary measure has had to be taken due to problematic substance use (written warning).

Supervisors and colleagues play a key role in detecting substance abuse problems in the workplace. After detecting the problem, the supervisor must instruct the substance abuser to seek treatment. Colleagues can also promote the seeking of treatment for substance abuse problems.

A person with a substance abuse problem may, if they wish, involve a substance abuse contact person, shop steward or other personnel representative in the discussions concerning the referral to treatment.

Those responsible for the implementation of referral to treatment must endeavour to ensure that a person with substance abuse problems is referred to treatment before disciplinary action is taken due to problematic substance use.

In order to facilitate seeking treatment and referral to treatment, the following procedures are followed:

- Vessels' notice boards and health centres must provide information on available treatment facilities and forms of treatment (substance abuse service guide);
 - There must be a contact person on board the ship and/or at the shipping
-

company to whom individuals can turn to when seeking treatment;

- The employer, contact persons and occupational health personnel cooperate in the practical implementation of referral to treatment. The employer must report to the contact person about their initiative to refer someone to treatment if the person being referred for treatment so authorises;
- In connection with referral to treatment, a care agreement is drawn up, in which the visit to treatment, reimbursement of costs, support measures of the shipping company and monitoring of treatment are agreed upon. The care agreement is signed by the employer and the actual person referred to the treatment and
- A treatment plan is drawn up with the place of treatment, in which, for example, the form of treatment is agreed in more detail.

8.3 CONTACT PERSON

A person with substance abuse problems can primarily turn to the contact person of the vessel and/or shipping company. The contact person must be the most suitable person for the task and someone who enjoys the trust of the employees. A representative of the occupational health staff may also act as a contact person. The Occupational Safety and Health Committee appoints the contact person.

The contact person takes care of the practical measures related to referral to treatment. The contact person also manages the necessary contacts with the place of treatment, the employer, its representative and occupational health personnel on behalf of the person with a substance abuse problem.

Contact persons must be announced on workplace notice boards and at occupational health centres.

8.4 IMPLEMENTATION OF TREATMENT

During the treatment period specified in the care agreement, the aim is to avoid the use of disciplinary measures, except in cases when a person is under the influence of alcohol in the workplace. Before starting to terminate an employment relationship at the workplace during treatment, the supervisor must consult the occupational health personnel and the contact person.

When a person referred for treatment refuses to undergo treatment or neglects to undergo treatment, or if the treatment is found to be unsuccessful, the employer has the right to take measures in accordance with the Seafarers' Employment Contracts Act and the current Code of Conduct.

Visits to treatment take place during free time.

8.5 SUPPORT MEASURES

If the person undergoing treatment so suggests, the person must be transferred from one task or work group to another, if possible, for the duration of the treatment, provided that this can be considered to support the treatment. Where appropriate, other support measures may also be taken.

8.6 MONITORING TREATMENT

The parties responsible for the practical implementation of referral to treatment must cooperate with the place of treatment. The care agreement must also agree on how communication with the place of treatment will be carried out. The care agreement must be submitted to the place of treatment for information.

When referral to treatment has taken place on the employer's initiative, when treatment takes place during working hours, and whenever the employer contributes to the costs of treatment, the employer's representative has the right to be informed of treatment visits and/or treatment Interruption.

The occupational health personnel and contact person monitor the attendance at treatment based on information provided about the place of treatment and discussions with the person concerned.

8.7 CONFIDENTIALITY

Measures and information related to referral to treatment for substance abuse problems are confidential. Those involved in referral to treatment may not disclose relevant information to third parties without the consent of the person concerned.

8.8 TREATMENT EFFECTIVENESS

Treatment must be considered effective if the social, health, or work-disturbing disadvantages on which the referral was based have decreased. The results include reduced absenteeism and stabilisation of attendance at work.

8.9 COSTS

Persons who have voluntarily sought institutional care are paid sick pay for the duration of treatment if the treatment has been agreed upon in advance with the employer.

The person concerned is primarily responsible for the treatment fees. The costs can be agreed on in more detail with a care agreement.

8.10 INFORMATION

This treatment referral agreement, information on contact persons and places of treatment are kept available on notice boards. The same information is also available from the occupational health personnel, contact persons and occupational safety and health personnel. The occupational safety and health committee must deal with information and cooperation issues related to referral to treatment (such as information, campaigns, training of contact persons and occupational safety).

ANNEX 11 INTERNATIONAL TRAFFIC SHOP STEWARD AGREEMENT

INTRODUCTION

The maintenance and development of the collective bargaining system is based on negotiated relations between employers and employees. The purpose of the shop steward system required by these relationships is to help ensure compliance with the agreements concluded between the parties, the appropriate and prompt resolution of disagreements between the employer and an employee, the handling of other issues arising between the employer and an employee, and the maintenance and promotion of industrial peace as required by the collective agreement system.

In order to achieve these objectives, the signatory unions have concluded the following agreement on the system of shop stewards and their activities.

1 SCOPE OF THE AGREEMENT

This agreement shall apply in the member companies of the Finnish Shipowners' Association, Rederierna i Finland rf, as part of the collective agreements concluded between the Finnish Seafarers' Union FSU and the Finnish Shipowners' Association, unless otherwise agreed between the parties.

2 SHOP STEWARD CONCEPT

A shop steward is the chief shop steward and the vessel-specific shop steward elected by the members of the Finnish Seafarers' Union or the shipowners under common management (group of shipowners), as well as the shop steward of the vessel's working department (department-specific shop steward) and their deputies.

3 ELIGIBILITY

The shop steward must be an employee of the shipping company or shipping group and must be familiar with the conditions at the workplace.

4 ELECTING A SHOP STEWARD

Shipboard shop steward

A shipboard shop steward and their deputy may be elected on board the vessel.

The deputy of the shipboard shop steward shall be chosen from among the department-specific shop stewards, if any.

Department-specific shop steward¹⁾

A departmental shop steward may be elected for a department where at least nine (9) members of the Finnish Seafarers' Union are employed. A work department primarily refers to the deck, engine-room and catering departments. However, on larger passenger vessels, more than one department-specific shop steward may be elected for the catering department, for example, by dividing the catering department into different sections.

It may be agreed between the employees in the department and the shipowner that a department-specific shop steward will be elected for the department, even if the department has less than nine (9) members of the Finnish Seafarers' Union. In this context, attention is paid to the number of employees in the department in question and the possibility of the shop steward meeting the employees in the department, also taking into account shift work. If no agreement can be reached, the matter may be referred to negotiations between the parties to this agreement.

Chief shop steward

A chief shop steward may be elected if the number of vessels of the shipowner or group of shipowners is five (5) or the total number of employees on board is at least 100.

Conduct of elections

The shipowner must give the opportunity to hold an election, and all members of the Finnish Seafarers' Union working on board the vessel/in the department must be given the opportunity to participate in the election. However, the organisation and conduct of elections must not interfere with work.

¹⁾ The parties agree that for larger passenger vessels the following department division shall be used as a starting point: 1) deck department, 2) engine-room department, 3) galley department, 4) restaurant department, 5) hotel department and 6) shop department. Furthermore, the parties agree that a shipowner may also agree, for example, between the shipowner and the chief shop steward, to elect more than one shop steward, for example, by electing a shop steward for the restaurant department for bars, ala carte restaurants and buffet restaurants.

The Finnish Seafarers' Union FSU shall provide more detailed instructions on how to organise and conduct the elections.

5 ANNOUNCEMENTS

The minutes of the election shall be drawn up in accordance with the attached model, showing the names of those elected. An extract from the minutes, in accordance with the attached model, shall be sent to the employer or the employer's representative and the Finnish Seafarers' Union.

6 INFORMATION TO BE GIVEN TO SHOP STEWARDS ²⁾

If there is any doubt or disagreement about employment matters, the shop steward must be given all information relevant to the resolution of the case. Information relating to employees' health and earnings must be treated confidentially.

The chief shop steward and the shipboard shop steward have the right to be informed of subcontractors and outside labour on board the vessels for the purpose of carrying out their duties.

The chief shop steward and the shipboard shop steward shall be given the contracts between the Seafarers' Union and the shipowner.

²⁾ FSU/FSA protocol 25/8/2017.

1) Right to information on the employment contract under the Seafarers' Employment Contracts Act

According to Chapter 13, Section 6 of the Seafarers' Employment Contracts Act, a shop steward is entitled to receive information from the employer concerning the matters provided for in Chapter 1, Section 3 concerning the employees he or she represents.

The parties acknowledge that information not provided in Chapter 1, Section 3 of the Seafarers' Employment Contracts Act is also entered in the fields or otherwise in the employment contract on the employment contract forms used by employers. These include passport number, home address or next of kin. Such information may be given to the shop steward if the employee concerned gives their consent.

It is also noted that, according to the law and the collective agreement, the shop steward is bound by a duty of confidentiality with regard to the information they obtain in the course of performing their duties as a shop steward.

2) Other right to information (according to the Cooperation Act or collective agreement)

The parties agree that the employer shall, where required by law or collective agreement, on its own initiative and in all other cases on request, provide the shop steward without delay with any information concerning the employees he or she represents which is necessary for the maintenance of smooth cooperation, the efficient conduct of negotiations or the speedy and full handling of an unclear or contentious issue.

According to the Cooperation Act, the representative of a staff group is a shop steward, a shop steward's representative or a cooperative representative elected on the basis of a collective agreement or, if no such representative has been elected, an individual employee of the staff group.

7 DUTIES OF THE SHOP STEWARD

The role of the shop steward is to represent the Finnish Seafarers' Union and its members in matters concerning the application of collective agreements and labour legislation, as well as in matters relating to the work provisions and employer-employee relations in general. The chief shop steward is also responsible for negotiating the manning of the vessel in accordance with the collective agreement for deck and engine-room crews and catering staff in international traffic and the Agreement on international passenger vessels, and for communicating information between the employer and the Finnish Seafarers' Union and the employee.

The new employee to be taken on board the vessel will be informed of the collective agreement applicable to their employment, and the collective agreement will be stated in their employment contract. The employee will also be informed about the system of shop stewards and negotiations between the Finnish Seafarers' Union and the shipowner and will be directed without delay and as soon as possible to their own department-specific shop steward, the shipboard shop steward or the chief shop steward.

8 EMPLOYMENT OF A SHOP STEWARD

A shop steward has the same status in their employment relationship with the employer, regardless of whether he or she performs his or her duties as a shop steward in addition to his or her own work or whether he or she has been given time off work. The shop steward is obliged to observe the general terms and conditions of employment, working hours, the instructions of the supervisor and other rules of order.

A shop steward's opportunities to develop and advance in his or her profession must not be undermined because of his or her role as a shop steward.

The employer, the chief shop steward and the deputy chief shop steward shall ascertain, during the period of their duties as chief shop steward and deputy chief shop steward, whether the maintenance of the skills of the chief shop steward or deputy chief shop steward in their former or equivalent positions requires the provision of vocational training which is also provided for other employees. The same applies to the special occupational health and safety representative if one has been appointed for the shipowner.

9 TRANSFER OF A SHOP STEWARD

An employee acting as a shop steward shall not, in the performance of his duties or for that reason, be permanently employed in a less remunerated post than that in which they were employed when they were elected as a shop steward, nor shall their contract of employment be terminated on the grounds of shop steward status. A shop steward who is temporarily working in another job may be transferred back to their own job at the end of the fixed term.

The chief shop steward, the deputy chief shop steward and the special occupational health and safety representative, if elected to the shipowner, shall, after the termination of their duties, be assigned, in the first instance, to the same vessel or traffic area from which they were elected, to a previous job or, if this is not possible, to a job corresponding to their previous job under an employment contract or, if this is also not possible, to a job corresponding to their professional qualifications.

10 DISMISSAL PROTECTION FOR A SHOP STEWARD

If a company's workforce is made redundant or laid off for economic or production reasons, the shop steward may not be the subject of such action unless the shipowner's activities are completely suspended. If it is mutually agreed that the shop steward cannot be offered a job corresponding to their profession or otherwise suitable for them, this rule may be waived.

A shop steward's contract may not be terminated for their own cause without the consent of a majority of the employees they represent.

The shop steward must not be placed in a less favourable position than other employees when assessing the grounds for termination of an employment contract.

Termination of a shop steward's contract of employment on the grounds of a breach or neglect of obligations arising from the employment contract or relevant legislation and having a material effect on the employment relationship which is so severe that the employer cannot reasonably be expected to continue the contractual relationship, the contractual relationship is not possible unless the breach or neglect has been repeated, and the shop steward has been warned of this repeatedly in the past.

The provisions of this section shall also apply to a candidate for a shop steward appointed at the workplace whose appointment has been notified in writing to the employer. However, the protection of candidates shall begin at the earliest 3 months before the beginning of the term of office of the shop steward or the election and shall end for non-elected candidates when the result of the election is certified.

The provisions of this section shall continue to apply to an employee who has served as a shop steward for six (6) months after the termination of his or her duties as a shop steward.

If the employer intends to terminate the employment contract of a shop steward, the parties to this agreement must be informed and must immediately clarify the grounds for termination in their mutual negotiations.

If a shop steward's employment contract has been terminated in violation of this agreement or the law, the employer must pay them a minimum of 10 months' salary and a maximum of 30 months' salary as compensation. The compensation shall be determined in accordance with the criteria laid down in Chapter 12, Section 2 of the Seafarers' Employment Contracts Act.

If a shop steward has been absent from work due to illness or injury, the shipowner shall, after the end of the illness or the cure of the injury, assign him/her to the same vessel or the same traffic area in the first instance to his/her previous job or, if this is not possible, to a job corresponding to his/her previous job under his/her employment contract or, if this is also not possible, to a job corresponding to his/her skills.

A vessel used for seasonal services is considered to be in a state of complete cessation of activity when it arrives at the port of wintering from its last shift. The shop steward has the right to return to the vessel if it is put back into service after the wintering period.

An employer who fails to comply with the above provisions on the right of return of a shop steward who has been ill or disabled or who has been on a vessel in seasonal service is obliged to pay the shop steward compensation in accordance with the Seafarers' Dismissal Protection Agreement.

An employee acting as a shop steward must be given three (3) weeks' notice of the termination of their employment contract before the actual notice of termination if the employment relationship has lasted less than one year, and four (4) weeks' notice if the employment relationship has lasted more than one year. The prior notice given to the shop steward must state the reason for the dismissal. The prior notice to the chief shop steward and the shipboard shop steward shall also be communicated to the employees in the workplace concerned and to the parties to this agreement. The shipboard shop steward will be informed of the prior notification to the shop steward. However, no prior notice is required if the employer is legally entitled to terminate the employment contract.

The provisions of this section also apply to the deputy chief shop steward and

the special occupational health and safety representative if the shipowner has one.

11 GRANTING RELEASE AND COMPENSATION FOR LOSS OF EARNINGS

Granting release

In order to carry out his/her duties, the shop steward shall be granted temporary or periodic release from his/her duties, if necessary.

In order to deal with urgent matters, the shop steward must be given time off work at a time that is convenient for the relevant work.

If the chief shop steward or shipboard steward is regularly relieved of his duties for a fixed period, he must carry out their duties of trust during that period.

In order to carry out his/her duties, the shop steward shall be granted periodic and regular leave from his/her duties as follows:

In the field of the Agreement on international passenger vessels:

<i>Department shop steward:</i>		0.5 days/month
<i>Shipboard shop steward:</i>		
1-59	employees	0.25 days/week
60-139	employees	0.5 days/week
140-199	employees	1.0 day/week
> 200	employees	1.5 days/week
<i>Chief shop steward:</i>		
1-199	employees	1.5 days/week
200-499	employees	2 days/week
500-799	employees	2.5 days/week
> 800	employees	3 days/week

In the field of the collective agreement for international commercial vessels:

<i>Shipboard shop steward:</i>		
9-59	employees	2 hours/week
60-139	employees	5 hours/week
140-199	employees	8 hours/week
> 200	employees	12 hours/week

Chief shop steward:

1-199	employees	14 hours/week
200-499	employees	17 hours/week
500-799	employees	20 hours/week
> 800	employees	24 hours/week

If a shop steward is unable to use the exemption during working hours due to the urgency of the work or otherwise due to the performance of their duties, and if they must, therefore, perform their duties as a shop steward during their free time, the exemption under this agreement shall be compensated as other additional leave in a manner agreed separately between the shipowner and the Finnish Seafarers' Union.

Compensation for loss of earnings

In the field of the Agreement on international passenger vessels, the pay grade of the chief shop steward, irrespective of his/her profession, shall be at least grade 3 of the grade for catering staff. The service allowance is paid at the average rate of the service allowance paid in the shipping company, with the higher service allowance (4%) also being paid for the period when the chief shop steward uses their chief shop steward's leave.

In the collective bargaining area of deck and engine-room crews and catering staff in foreign traffic, the chief shop steward is paid at least the salary of a shop steward in the collective bargaining pay grade plus bonuses.

The chief shop steward and the deputy chief steward shall be entitled to receive an allowance equivalent to two (2) hours of overtime for passenger vessels and two (2) hours of weekday overtime for cargo vessels for each day of their duties as stewards.

If a shop steward performs tasks agreed upon with the employer outside their regular working hours, they will be paid overtime pay for the time lost, or another additional payment will be agreed upon with them.

The above provisions shall also apply to the special occupational health and safety representative if one has been appointed for the shipowner.

12 TRAINING OF A SHOP STEWARD

The shop steward shall, as far as possible, be given the opportunity to participate in training which is likely to enhance his/her competence in the performance of his/her duties as a shop steward.

13 THE PREMISES AND OFFICE EQUIPMENT OF A SHOP STEWARD

The shop steward must be provided with a place where they can keep the documents and office equipment necessary for their duties as a shop steward. If the size of the workplace so requires, the employer must also provide the shop steward with suitable premises in which he can hold the consultations necessary for the performance of their duties.

The chief shop steward and the shipboard shop steward have the right to use, free of charge, the usual communication facilities of the vessel and the shipowner's offices, such as mobile telephones, email, Internet access and IT equipment and related software, in the performance of their duties.

The shop steward's activities are covered by the employer's data protection systems, data protection policies and data protection liability. The employer must inform and instruct the shop steward on the employer's data protection guidelines and practices.

The shop steward must be provided with a suitable place in the crew quarters for the display of notices and information.

14 ORDER OF NEGOTIATIONS

For questions concerning the performance of work and its technical organisation, the employee should, in the first instance, consult their immediate superior.

If the employee has not been able to discuss the matter with his or her superior, he or she can refer the matter to the shop steward of his/her department for negotiations with the superior or the employer's representative. If the matter cannot be settled in this way, it may be referred to negotiations between the shipboard shop steward and the employer's representative. If the matter cannot be resolved even in these negotiations, it can be referred to the chief shop steward.

If a dispute arising in the workplace cannot be resolved locally as described above, it may be submitted to the collective bargaining procedure provided for in the collective agreement.

ANNEX 11.1 ANNEX TO THE SHOP STEWARD AGREEMENT

Finnish Seafarers' Union FSU
[Shipowner]

Date

CHIEF SHOP STEWARD OF THE [SHIPOWNER'S] CREW

1. CHIEF AND DEPUTY CHIEF SHOP STEWARD

For the period ... to ..., ... has been elected as the shipowner's chief shop steward, and ... as the deputy chief shop steward.

2. COMPENSATION FOR LOSS OF EARNINGS

The chief shop steward is entitled to receive the full salary of a deckhand in the scope of the collective agreement for deck and engine-room crews and catering staff in foreign traffic, the full salary of a repairman in the scope of the Agreement on international passenger vessels, at least the full salary of pay grade three (3) in the scope of the collective agreement for passenger ships in foreign transport and the full salary of a petty officer in the scope of the collective agreement for small tonnage vessels in foreign traffic.

The chief shop steward/deputy chief shop steward shall be entitled, when performing the duties of the chief shop steward, to be paid for each day of his/her duties as a shop steward an amount equal to two (2) hours of overtime pay for deckhands, engine-room crew and catering staff on international vessels and two (2) hours of overtime pay within the scope of the collective agreement on deck and engine-room crews and catering staff on international vessels and international vessels within the scope of the Agreement on international passenger vessels.

The chief shop steward/deputy chief shop steward will be paid the same food allowance for each day of stewardship as an employee who is not provided with food and/or accommodation on board the vessel.

3. SHOP STEWARD EXEMPTION

The chief shop steward is entitled to take a leave of absence for the performance of their duties in accordance with the shop steward agreement:

In the area covered by the Agreement on International Commercial Vessels, the chief shop steward is entitled to time off for the performance of his/her duties, as follows:

- 14 hours and 1.75 days per week under the guaranteed pay scheme, with 0-199 employees in crew positions,
- 17 hours and 2.125 days per week under the guaranteed pay scheme, with 200-499 employees in crew positions,
- 20 hours and 2.5 days per week under the guaranteed pay scheme, with 500-799 employees in crew positions, and
- 24 hours and 3 days per week under the guaranteed pay scheme, with more than 800 employees in crew positions.

In the field of the Agreement on international passenger vessels, the chief shop steward is entitled to time off for the performance of his/her duties, as follows:

- 1.5 days per week, with between 0 and 199 employees in crew positions,
- 2 days per week, with between 200 and 499 employees in crew positions,
- 2.5 days per week, with 500-799 employees in crew positions, and
- 3 days per week, with more than 800 employees in crew positions.

The time off will be allocated in a way that takes into account the rotation system of the shop steward's workplace, and that does not entail additional costs for flight changes or similar costs.

The time off for the performance of the duties of the chief shop steward is taken on weekdays (Mon-Fri). Other days are used for the alternating days off.

The chief shop steward keeps a timesheet and submits it to the shipowner's payroll department once a month.

4. ANNUAL LEAVE

In accordance with the Seafarers' Annual Holidays Act, the chief shop steward is entitled to take at least X days ³⁾ of annual leave twice a year, the timing of which must always be agreed separately between the chief shop steward and the shipowner.

³⁾ The length of the holiday depends on the contract.

5. PREMISES

The employer is obliged to provide the chief shop steward with a lockable office where the documents and office equipment necessary for their duties can be kept.

If so agreed, the chief shop steward may carry out their duties from home.

6. OFFICE EQUIPMENT

The employer shall provide the chief shop steward with a mobile phone, the necessary computer equipment and related software, and Internet access, and shall bear the costs thereof.

The shop steward's activities are covered by the employer's data protection systems, data protection policies and data protection liability. The employer must inform and instruct the shop steward on the employer's data protection guidelines and practices.

7. TRAVEL COMPENSATION

The employer shall pay the chief shop steward's travel expenses or mileage allowances for the use of his/her own car against an invoice in accordance with the instructions of the Tax Administration in force.

Shipowner

Chief shop steward

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

INTRODUCTION

The development of society, changes in the structure of the economy, the maintenance of employment and increased productivity, and the development of participatory systems require continuous and systematic training for almost all categories of people. The central organisations urge their members to welcome all such training. With more leisure time, staff are better able to focus their training on their own hobbies. This adult training will play an increasingly important role in society.

Training also plays a key role in developing cooperation between the social partners. This is why the central organisations consider it important to promote training jointly. At the same time, the central organisations note that the parties will also promote the maintenance and development of appropriate and confidential relations in their own training activities.

1 § TRAINING WORKING GROUP

For the implementation of this agreement, there shall be a training working group to which each central organisation shall appoint three (3) representatives. The training working group is also the general cooperation body for training matters between the central organisations.

2 § VOCATIONAL CONTINUATION TRAINING, SUPPLEMENTARY TRAINING AND RETRAINING

When an employer provides vocational training or sends an employee to training courses related to their profession, the direct costs of the training and the loss of earnings during regular working hours are reimbursed. If the training takes place entirely outside working hours, the direct costs are reimbursed.

When an employee participates in training under the Act on Financially Supported Development of Vocational Skills, the employer's obligation to pay the costs of the training and the obligation to compensate for the loss of earnings caused by the training shall be governed by the provisions of this agreement on vocational training. If the training takes place outside working hours

the same principles apply to the reimbursement of costs and loss of earnings as in the case of in-service training.

Application guideline ***Vocational training***

The arrangements for promoting vocational training at the company level will be implemented by providing vocational training to support the introduction of new working methods and the upgrading of skills during the contract period. The total number of hours of training is at least 16 times the average number of persons, employed by the enterprise for at least one year, in 1986. The company selects the people to be trained. The plan to be implemented will be reviewed through the company's cooperation procedure. In addition, the provisions of section 2 of the training agreement and the following principles shall apply:

- the company may carry out the training as internal training or by using public or private training institutions or by any other appropriate means.
- loss of earnings for training during working hours.

Sending an employee to a training event

The employer's obligation to pay compensation for direct costs and loss of earnings applies to training provided by the employer and to training courses to which the employer has seconded a person employed by the employer. In order for the obligation to pay compensation to arise, the employer must have clearly established, even before the employee enrolls for the training, that the training in question is within the meaning of the agreement and that the employee is attending the training at the express request of the employer. It is irrelevant whether the training is a secondment to a course organised elsewhere or provided by the employer in some other way.

Direct costs

As direct costs within the meaning of this section, the employer shall firstly reimburse travel expenses, unless they are local bus fares or the like, which are included in the normal cost of living in the locality. The other costs referred to in this section are course fees and the cost of any teaching materials required to be purchased by the course programme. If such teaching material is not used up in the course of the person concerned, they must, when receiving reimbursement for the purchase of the

costs and, if the employer so wishes, to make the material available to the employer.

The employer pays a full board and lodging allowance per day of an internship course to cover living expenses. For non-internship courses, the daily allowance provisions of the relevant collective agreement are the appropriate basis for compensation. The employer will therefore pay a food allowance, half-day and full-day allowance or any other allowance for accommodation for the days of the course, according to the time required for the training course.

Loss of earnings

If a person attends a course at the place of work, they will be compensated for the loss of regular working time according to their average hourly earnings. Unless otherwise agreed in the collective agreement, loss of earnings for training courses held outside the place of work shall be paid at the rate of the average hourly wage for regular working time. Travel hours equivalent to the regular working hours lost are also compensated. The employer is not obliged to pay compensation for other hours of travel. The salary of a person paid on a weekly or monthly salary is not deducted for the duration of the course or the travel required for it.

Training outside working hours

No compensation is paid for time spent on training outside working hours. The compensation for loss of earnings is only paid for the hours for which the person participating in the training would lose their salary.

When an employer sends a person to a training course related to their profession outside working hours, the direct costs incurred, such as higher than usual costs for commuting, etc., are reimbursed. As far as possible, efforts should be made to identify these costs in advance and agree on their reimbursement.

Adaptation for the seafaring industry

At the start of the employment relationship, the employee must hold a certificate of professional competence and a supplementary certificate of professional competence required to take up a post corresponding to the job title. During the employment, the employee is entitled to reimbursement from the employer for the costs of obtaining, renewing and replacing additional certificates of competency for vessels and functions under the STCW Convention, including course fees and materials, travel expenses, maintenance and redemption of certificates of competency. The employer is

also obliged to compensate the employee for the cost of obtaining travel documents such as a seaman service book and visa.

Application guidance

If an additional certificate of competency is not necessary for the performance of the task corresponding to the professional title for which the employee is employed and the employer does not require the additional competency, the employer is not obliged to pay the costs of acquiring, renewing and replacing the additional certificate of competency. Therefore, the employer is not obliged to reimburse the costs of acquiring, renewing or replacing a certificate of competency, such as a mob boat or fast rescue certificate, if the employee's job title does not require the certificate or it is not required on board the vessel.

The guideline on loss of earnings must be interpreted as meaning that the course participant is entitled to receive their guaranteed or basic salary for the course period, plus any experience allowances and service allowances for the period of work.

The parties note that efforts should be made to ensure that course participants link the course period to the beginning or end of their annual or compensatory leave, as this is the only way to avoid waiting periods that are not part of the course activity.

3 § JOINT TRAINING

The training required by the cooperation agreements between the central organisations is provided by

- 1) the central organisations or their member unions collectively,
- 2) the joint bodies of the central organisations or their member unions required by the collective agreements, or
- 3) the employer and the employee together at the workplace.

The parties recognise that joint training is generally most appropriate on a workplace basis, taking the best account of local conditions.

The member of the cooperation body participating in the course and the employee representative required by the agreements shall be reimbursed as provided for in section 2. Depending on the nature of the training, participation in the training is agreed locally in the future cooperation body in question or between the employer and the shop steward.

Application guidance

The types of collective agreements that can be considered to give rise to specific training needs include the rationalisation agreement, the occupational health and safety agreement, the information agreement, the shop steward agreement and the agreement on the development of occupational health care.

The agreement lists the entities that are eligible to provide co-training under the agreements for the purposes of the agreement.

The cooperation bodies of the central organisations and their member unions within the meaning of the training agreement include the inter-confederal Rationalisation Advisory Council (RANK) and the Training Working Group, the Central Committee for Occupational Health and Safety and the corresponding union-specific cooperation bodies such as the inter-union rationalisation committee and occupational health and safety industry committees.

Possible areas of training related to cooperation agreements under this clause include training in labour relations, business administration, health and safety and rationalisation. In such cases, however, it shall be required that the joint training in question is of such a nature that its subject matter is related to the cooperative tasks of the persons concerned.

A member of a cooperation body participating in joint training and an employee representative otherwise required by the agreements shall be reimbursed for loss of earnings and direct costs as above in the case of vocational continuation training, supplementary training and retraining. Participation in training requires agreement between the parties, either in the relevant local cooperation body or between the employer and the shop steward, depending on the nature of the matter.

4 § TRADE UNION TRAINING

4.1 RETENTION OF EMPLOYMENT AND NOTIFICATION PERIODS

The Central Organisation of Finnish Trade Unions and its member unions give employees the opportunity to attend courses lasting one month or less without interrupting their employment when it is appropriate and without causing significant damage to production or the company's operations. If not, the chief shop steward must be informed at least 10 days before the start of the course of the reason why granting the leave would cause significant inconvenience.

Notice of intention to attend a course must be given at least two weeks before the start of the course if the course lasts one week or less and at least 6 weeks before the beginning of the course if it is a longer course.

If an employee has attended a three-month course organised by SAK in the above order, their employment relationship will not be interrupted as a result of the course.

4.2 COMPENSATION

In case of cooperation training organised by SAK, as referred to in the above paragraphs of this section, which is approved by the training group and organised by SAK in its own academies or the course centres of its member associations, the employer shall be obliged to pay the shop steward, the occupational health and safety representative and the deputy representative, for the training required for their duties, for up to one month for the shop steward and up to two weeks for the above-mentioned occupational health and safety representatives. Similarly, for training sessions in the above-mentioned academies and course centres, the chairman of the lodge is paid for up to one month for training sessions related to shop stewardship, provided that they work in an undertaking with at least 100 employees in the sector concerned and has at least 50 members in the lodge they head.

Similarly, a shop steward and the chairman of a lodge are entitled to compensation for one month's loss of earnings when they attend a three-month course organised by SAK if they work in a company with at least 100 employees in the sector concerned and for the chairman of the lodge they head has at least 50 members, provided that the person concerned returns to their former job at the end of the course.

In addition, the employees referred to here in section 2 shall be paid a meal allowance agreed between the central organisations for each day of the course to cover the cost of meals during the course. However, this compensation is not paid for a longer period than the loss of earnings.

Application guidance

a) Granting leave of absence

The clause requires the employer to give employees and senior staff members the opportunity, without interrupting the employment relationship, to attend courses organised by central organisations and trade unions for a period of one month or less unless this would cause serious harm to production or the operation of the undertaking. Serious harm can only be assessed on a case-

by-case basis for each person and each course period. If the leave is refused, the employer must also state the reason for the refusal. In order to eliminate possible friction factors, the intention to attend the course should be brought to the employer's attention as early as possible. If the person can't attend the course at the requested time, an effort should be made to find another possible time when there would be no obstacles to attendance.

Participation in such a course must not result in a reduction in the person's annual leave or group life insurance, annual leave or pension benefits that are based on the employment relationship. The course time is therefore counted as working time for the purposes of calculating these benefits. In addition to the maintenance of these benefits and the granting of time off, the employer shall have no further obligations in respect of the courses referred to in this clause other than those set out below concerning the right of shop stewards, the chairman of a lodge, occupational health and safety representatives, deputy occupational health and safety representatives, members of the occupational health and safety committee or the occupational health and safety ombudsman to be reimbursed for loss of earnings and subsistence expenses, under certain conditions, when attending courses organised by SAK.

Before a person attends a training course referred to above, it must be agreed with the employer, and it must be expressly stated in advance whether the training course is one for which the employer will compensate the employee under the training agreement and the extent of such compensation. Compliance with the procedures agreed in section 4(1) is a condition for receiving the benefits specified in the agreement.

b) Shop stewards

The training agreement stipulates that a shop steward will receive compensation for their loss of earnings while attending a course organised by SAK for shop stewards, provided that

- the subject of the course is related to the duties of the shop steward concerned. The signature protocol of the agreement states that, in addition to the actual training courses for shop stewards, the training required for the duties of a shop steward can also be considered to include training in rationalisation and payroll techniques if the shop steward is confronted with these issues in the course of their duties.
 - that the person concerned has already been elected as a shop steward when registering for the course.
 - that the person concerned has not previously been reimbursed for attending the same course.
 - that the Training Cooperation Group has approved the course in question
-

as a course for which loss of earnings is paid for the days of the course. The central organisations will inform of the decisions taken by the Training Cooperation Group to approve courses, indicating the name, venue and date of each course.

As an exception to the general maximum of one month, a three-month course for shop stewards is allowed under the conditions listed above if the shop steward works in a company with at least 100 employees in the sector concerned.

Adaptation for the seafaring industry

The parties have agreed that one shop steward from each shipping company with at least 100 members of the Finnish Seafarers' Union on board the vessel can participate in a three-month course.

However, for participants in three-month courses, loss of earnings is compensated for only one month, and annual leave, pension or other comparable benefits are also accrued for only one month. This provision does not postpone the right to take leave or the date of the leave.

An additional condition for the payment of the allowance to participants of a three-month course is that they return to their former job at the end of the course.

For the purposes of this provision, the chief shop steward, the deputy chief shop steward and the department-specific shop steward shall be deemed to be shop stewards in accordance with the shop steward agreement.

The agreement provides for compensation for loss of earnings as described in the application of section 2 above, and for the cost of meals during the course as described below.

The requirement that the person concerned has not previously received compensation for attending the same course does not apply to the special courses for shop stewards organised annually by the Seafarers' Union with different contents.

c) Lodge chairmen

Under the same conditions as stated above for shop stewards, the chairman of a lodge may participate in the training sessions for shop stewards referred to above if they work in an undertaking with at least 100 employees in the sector concerned or if the lodge they head has at least 50 members.

d) Occupational health and safety representatives, deputy occupational health and safety representatives, members of health and safety committees and occupational health and safety ombudsmen

Under the training agreement, the above-listed health and safety representatives will be compensated for loss of earnings when attending health and safety training organised by SAK, provided that,

- the subject and content of the course are related to their health and safety/trust responsibilities;
- the person concerned has been elected to the relevant position of trust at the time of enrolment;
- the person concerned has not previously received compensation for attending the same course;
- the Training Working Group has approved the course in question as a course for which the participants will be compensated for loss of earnings for the duration of the course. The central organisations will disclose the decisions of the Training Cooperation Group in the same way as they did for the stewardship courses.

Under the agreement, loss of earnings will be reimbursed as described in the application of section 2, and the cost of meals during the course will be reimbursed as described below.

The occupational health and safety representative elected under the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces may, under the same conditions and terms as those laid down in the training agreement between the central organisations, participate in introductory courses in labour studies organised by SAK for a maximum of five days. An additional condition is that the representative, in their role as representative, must use data collected in the company through labour studies.

Reimbursement of meal costs for participants in trade union training

Under the agreement, the shop stewards, lodge chairmen, occupational health and safety representatives, deputy occupational health and safety representatives, members of the occupational health and safety committee and occupational health and safety ombudsmen who receive compensation for loss of earnings due to their participation in the trade union course will be paid a meal allowance for each day of the course, as agreed separately by the central organisations. However, this meal allowance will not be paid for more days than the amount of compensation for loss of earnings that the person concerned is contractually entitled to receive. In practice, this means that for a one-week course, the meal allowance is paid for five days, for a two-week course for 10

days and a course of one month or more for 20 days.

The meal allowance is intended to compensate for the extra costs of meals incurred when attending training outside the place of residence.

The most appropriate way to pay the meal allowance is to follow the rules and routines followed by the company for paying other similar daily allowances for travel. As a rule, it is recommended that an advance payment for the reimbursement of meal costs be made directly to the employee in cash before the start of the course, which, if the employer so wishes, must be supported by a receipt from the course centre when the account is subsequently settled, showing the training course attended by the person concerned.

5 § SCOPE OF TRADE UNION TRAINING ACTIVITIES

The training working group may approve the courses referred to in section 4(2) for reimbursement to the extent that they have been separately agreed between the central organisations.

6 § SOCIAL BENEFITS

Participation in a trade union training course within the meaning of section 4 shall not result in a reduction in annual leave, pension or other comparable benefits up to a limit of one month.

ANNEX 12.1 E-LEARNING AGREEMENT

(Agreement applicable to international passenger and commercial vessels)

1 DEFINITIONS

Online training refers to training and coaching that is delivered online using information and communications technology and can be attended to or completed at any time and from any location.

Online training enables employers to offer and deliver planned training to employees in a flexible and efficient way, helping them maintain and develop their professional skills and meet new and rapidly changing skills and knowledge needs.

If the structure and content of the training allow, online training can be completed in parts or all at once, depending on the working time arrangements and the date by which the employer decides that it must be completed. The employer always determines and informs the employee in advance whether online training is mandatory or recommended.

Mandatory online training refers to training provided by the employer based on its right to manage the work, which employees cannot refuse without breaching their obligations under the employment contract.

Employer-recommended online training refers to training that supports the professional development of the employee but is not essential for the job title. Employees are free to choose when and where they want to participate in online training, regardless of the time and place.

The duration of online training, according to which the reimbursement is determined, is determined by the duration pre-defined by the online training provider unless otherwise agreed.

2 DATE OF MANDATORY ONLINE TRAINING AND COMPENSATION FOR LOST TIME OFF

The employer shall seek to organise the employee's work tasks and working hours in such a way that the mandatory online training can be completed during the working hours included in the guaranteed salary, regardless of its duration.

The supervisor plans and approves in advance the use of working hours, i.e., how, when, and by what deadline the mandatory online training will be completed.

Mandatory online training during the work period

Mandatory online training is primarily carried out during working hours and is included in the guaranteed salary. In this case, employees will be released from their normal duties for the duration of the mandatory online training.

Suppose the mandatory online training cannot be carried out on board the vessel during the working hours included in the guaranteed salary. In that case, it will be carried out outside working hours as overtime on board the vessel. The mandatory online training courses will aim to be completed during the off-peak period of the working cycle.

Mandatory online training during leave periods

Suppose the mandatory online training cannot be completed during the working period during working hours included in the guaranteed salary or during overtime on board the vessel. In that case, the completion of online training during a leave period may be agreed upon between the employer and the employee.

If the employee and the employer agree on mandatory online training during a leave period, the maximum number of hours of training may not exceed 20 hours per calendar year. The compensation for such online training is 1/200 of the employee's personal guaranteed salary for each hour of online training. The date of online training during a holiday period should always be agreed upon well in advance.

If more than 20 hours of online training are completed during a calendar year, the excess hours will be compensated as overtime.

Mandatory online training during a leave period does not affect the rotation.

3 COMPENSATION FOR ONLINE TRAINING RECOMMENDED BY THE EMPLOYER

An employee who participates in online training recommended by the employer, which is carried out outside working hours included in the guaranteed salary or during a period of leave, is paid a separate allowance for each hour of online training, equal to 1/200 of the guaranteed salary. The compensation is paid on completion of the online training course, on presentation of a course certificate or other proof of completion.

There are no sanctions for refusing to participate in online training recommended by the employer.

Employer-recommended online training during a leave period does not affect the rotation, and the lost time off will not be compensated separately.

4 OTHER PROVISIONS

The employer must ensure that the employee has access to the equipment and other technical facilities that enable the employee to complete the mandatory online training at the workplace or elsewhere during a period of leave.

In all the above cases, the employer will pay or reimburse the employee for all costs of participation and materials incurred as a result of completing the online training. Costs do not include, for example, equipment purchases (such as a computer, tablet, phone, etc.) or Internet connection costs.

5 Validity

This agreement is valid for the same period of validity as the main agreement for international traffic.

ANNEX 13**OPERATING MODEL FOR
EMPLOYMENT AND CHANGE SECURITY**

The aim of the new model between employer, employees and the employment services is to improve cooperation and help the employee find a job as quickly as possible.

COOPERATION AND DISMISSAL PROCEDURE

At the beginning of collective bargaining for at least 10 employees, the employer presents an action plan. Its content will be negotiated with staff representatives. The plan explains the procedures and forms of the negotiations, the planned timetable and the planned policies during the period of notice with regard to job search, training and access to employment services. The plan takes into account existing standards on how to deal with the procedure for reducing the workforce. If the collective bargaining concerns fewer than 10 employees, the collective bargaining procedure sets out the planned policy during the period of notice in terms of job search, training and access to employment services.

Negotiation on the content of the action plan is not precluded by the restriction that the discussion of alternatives to dismissal in collective bargaining cannot start earlier than seven days after the discussion of the grounds and effects in the case of major redundancies.

The consultation procedure on the planned redundancies will also cover the necessary changes to the staffing plan.

The employer and the employment authority will work together to identify the public employment services needed without delay after the start of a collective bargaining procedure or redundancy procedure for small enterprises. The aim is to agree on the quality of the services to be provided, the timetable for their implementation, and cooperation with the employment service in their implementation. Staff representatives are involved in the cooperation.

EMPLOYMENT PROGRAMME AND ITS IMPLEMENTATION DURING THE NOTICE PERIOD

The employer has a duty to inform about the employee's right to the employment programme and to the increased training allowance.

The employer must inform the employment authority of dismissals for economic or production reasons if the dismissed employee has at least three years' employment history. The notification obligation also applies to the termination of a fixed-term employment relationship consisting of one or more fixed-term employment contracts with the same employer which have been in force for at least three years without interruption or with only short interruptions. The employer is obliged, with the employee's agreement, to provide the employment authority with information about the employee's education, work experience, and job duties as soon as the dismissal takes place. The employer is also involved in the preparation of the employment programme, if so agreed.

Unless otherwise agreed at the time of dismissal, the employee is entitled to time off without loss of earnings in order to participate in an employment programme, a job search and job interview, a job placement programme, a work placement programme, a work-based learning programme, a work placement programme or a labour market training programme during the period of dismissal. Depending on the duration of the employment relationship, the length of the leave is as follows:

- 1) up to 5 days if the period of notice is one month or less;
- 2) up to 10 days if the period of notice is more than one month but not more than four months; and
- 3) up to 20 days if the period of notice is more than four months.

It is also a condition that the leave does not cause significant inconvenience to the employer.

The employee must inform the employer of the leave without delay and, on request, provide a reliable explanation of the reason for the leave.

ANNEX 14**AGREEMENT ON THE THREAT OF WAR**

The undersigned have agreed on the following with regard to the threat of war and situations similar to the danger of war (including piracy):

Areas declared a war zone or equivalent to a war zone are those declared by the Lloyd's Joint War Committee (JWC, see separate list, updated on a case-by-case basis).

On board a vessel operating in a war zone, the table or guarantee wage is increased by 100%. Overtime worked in a war zone is paid with a 100 % increase to the table or guaranteed wage.

The increased wages shall be paid from the beginning of the day within which the vessel enters the above-mentioned area until the end of the day within which the vessel leaves the area but for at least two days.

When calculating annual holiday pay, the period for which the increased table or guaranteed wage has been paid must be taken into account (in accordance with the pro-rata principle).

Occupational accident, group life and personal property insurance are valid in the areas concerned (unless otherwise agreed for the threat of war), however, the following shall apply if an accident or death is caused by military action or equivalent operations in a war risk area:

- The death benefit under the group life insurance is doubled;
- In addition to the statutory accident insurance benefit, a lump sum of EUR 210 000 is paid for 100% permanent invalidity. A lump sum is paid for a lower degree of incapacity, pro rata to the full lump sum. The amount of the lump-sum allowance is increased annually in line with other allowances under accident insurance legislation;
- The loss of personal property is compensated in accordance with Chapter 13, Section 16 of the Seafarers' Employment Contracts Act (756/2011).

If an employee does not wish to accompany a vessel to an area of war or warlike danger, they must notify about the matter as soon as they become aware that the vessel is moving to such an area. Otherwise, the existing legislation on the threat of war will be followed.

This Agreement on the Threat of War is in force like the other collective agreements between the parties in the international transport sector.

IN HELSINKI, 27 June 2012

FINNISH SHIPOWNERS' ASSOCIATION FINNISH SEAFARERS' UNION FSU
FINNISH ENGINEERS' ASSOCIATION FINNISH SHIP'S OFFICERS' UNION

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

APPLICATION OF SECTION 4.4 OF THE COLLECTIVE AGREEMENT

The undersigned have agreed on the application and interpretation of clause 4.4 (calculation of working days and days off for fixed-term employees), which was added to the collective agreement on international passenger vessels in March 2003, as follows:

a) Application guide on the calculation of working days and days off for fixed-term employees:

An employee (extra employee) whose periods of work and leave are not indicated in the duty roster, whose contract lasts less than 14 days, and who is not taken on as a substitute for anyone has a maximum total working time of 12 hours on the days of arrival and departure. However, such an employee shall be entitled to work a total of at least eight (8) hours on the days of arrival and departure. Extra employees are paid from the beginning of the day they start work until the end of the day on which their employment ends.⁴⁾ The work done by an Extra employee on the days of entry and exit entitles them to one day off under the 1:1 rotation system if the days of entry and exit are added together.

For
exam
ple:

Fri	Sat	Sun	
2	10	8	
----- ----- ----- -----			= 3 days' pay + 2 days' holiday pay
20.00		20.00	
Fri	Sat	Sun	
6	10	4	
+----- ----- ----- -----			= 3 days' pay + 2 days' holiday pay
12.00		12.00	
Fri	Sat	Sun	
8	12	10	
----- ----- ----- -----			= 3 days' pay + 3 days' holiday pay
12.00		12.00	

⁴⁾ If, before starting work, the employee has had to travel from the place of employment to reach his/her place of work, the remuneration shall nevertheless be paid from the beginning of the day on which he/she started his/her journey.

ANNEX 15.2 CALCULATING HOLIDAY PAY FOR FIXED-TERM EMPLOYEES

APPLICATION OF SECTION 4.4 OF THE COLLECTIVE AGREEMENT

The undersigned have agreed on the application and interpretation of clause 4.4 (Calculation of holiday pay for fixed-term employees), which was added to the collective agreement on international passenger vessels in March 2003, as follows:

The formula for calculating holiday pay for an employee whose employment contract is of fixed duration within the meaning of Chapter 1, Section 4 of the Seafarers' Employment Contracts Act and lasts less than 14 days is as follows:

The holiday allowance is 11% of their salary, increased by 1.18 for the period for which they have not received holiday pay.

In addition to this, in accordance with section 7.3 of the collective agreement, for employment contracts of less than 14 days, the food and accommodation allowance included in the annual holiday allowance is paid as follows:

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

EXAMPLE OF APPLICATION:

- an employee who has been employed for four (4) days
- the employee's pay is 4 x daily wage + 4 x food and accommodation allowance multiplied by 1.18. A holiday allowance of 11% of the result is paid. In addition, a meal and accommodation allowance is paid once (1).

Note! When calculating holiday pay, no account is taken of any overtime or service allowance.

ANNEX 16 **MODEL AGREEMENT ON GUARANTEED WAGES**

Finnish Seafarers' Union FSU
[Shipowner]

Date

TERMS AND CONDITIONS OF EMPLOYMENT ON BOARD THE VESSEL...

[Name of shipping company and name of vessel] adheres to the collective agreement in force between the Finnish Seafarers' Union FSU and the Finnish Shipowners' Association concerning commercial vessels, together with the additions and exceptions agreed below.

This collective agreement has achieved the labour cost savings required by the Act on Improving the Competitiveness of Vessels engaged in Maritime Transport.

The agreement shall be effective as of x/x/xxxx, as is the Commercial vessel agreement, provided that the agreement shall remain in force for the first six (6) months on a trial basis. In the event of a substantial change in the vessel's traffic area, the parties shall agree on the amendments to the agreement resulting from the change before the change takes effect.

1. MANNING

When in operation, the vessel must be manned at least in accordance with the relevant annex.

If a member of the crew is provided with meals outside the common facilities or if a private service is provided for one of them, one catering assistant will be added to the catering staff.

When a watchman is kept on board the vessel, the watchman's complement shall include an officer in a manning position as defined in the Watchkeeping Regulation and the bridge shall be manned by a qualified watchman in a manning position as defined in the Watchkeeping Regulation.

If the vessel's personnel propose an increase in manning, the matter shall be negotiated in accordance with the negotiating procedure provided for in the shop steward agreement. If the negotiations are unsuccessful, the matter will be referred to negotiations between the Finnish Seafarers' Union and the

shipowner.

Each crew member is responsible for the daily cleaning of their own cabin. A more thorough cleaning is always carried out at the time of replacement, or once a month. If necessary, additional staff will be employed for more thorough cleaning of the common social areas, and events organised or approved by the shipowner and held on board the vessel.

Each employee's employment contract will state their job title and the collective agreement applicable to their employment. The employee will also be informed about the system of shop stewards and negotiations between the Finnish Seafarers' Union and the shipowner and will be directed without delay and as soon as possible to their own department-specific shop steward, the shipboard shop steward or the chief shop steward.

2. WORKING TIME AND ROTATION

2.1 Working time

Regular working hours are up to 8 hours per day and up to 40 hours per week.

The guaranteed wage includes 8 hours of regular working hours per day, including Saturdays, Sundays, other public holidays and special eve days, and up to X hours of overtime per calendar week (Y weekday overtime hours and Z public holiday overtime hours), but the maximum daily working time included in the guaranteed wage is 12 hours.

If you work more than X hours of overtime in a calendar week (Y weekday overtime hours and Z holiday overtime hours) or if you work more than 12 hours in a day, the excess hours are compensated as overtime. The overtime rate per hour is calculated from the guaranteed wage using the number W ¹⁾.

The regular working hours on the exchange day are either four (4) or eight (8) hours.

The provisions of this collective agreement supersede the following legal provisions and the provisions of the collective agreement on commercial vessels:

¹⁾ Example: If the guaranteed wage includes ... weekday overtime hours and ... holiday overtime hours, the divisor (W) is

1) Seafarers' Working Hours Act

- Section 4 (regular working hours),
- Section 5 (scheduling of working hours), subsections 1(2), (3) and (4) and subsection 2,
- Section 6 (scope of restrictions on public holidays and Saturday work),
- Section 7 (obligation of shift workers to work on public holidays and Saturdays),
- Section 8 (obligation of a catering staff member to work on public holidays and Saturdays),
- Section 9 (commissioning of overtime), subsections 2 and 3,
- Section 12 (2) (determination of the basis for compensation for overtime),
- Section 14 (overtime compensation in lieu of overtime),

2) collective agreement on commercial vessels

- 4.2 (working time for shift workers),
- 4.3 (working time of a catering staff member),
- 4.4 (working time of a day-time employee) and
- 4.6 (compensation for overtime), sections 4.6.1.3 (conversion of overtime into time off), 4.6.2 (overtime pay in lieu), 4.6.3 (use of statutory and additional compensation) and 4.6.4 (compensation for statutory and additional compensation).

2.2 Rotation

The vessel will operate on a 1:1 rotation system. The rotation is implemented on a pro-rata basis, with one day of work entitling to one day off and with the annual holiday days provided for in the Seafarers' Annual Holidays Act and the Collective agreement on international traffic included in the rotation system. The provisions of the Seafarers' Annual Holidays Act shall apply to the granting, calculation and payment of annual leave for rotation.

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

2.3 Relationship of absence to rotation

Where, during a working period, an employee is unable to work because of illness or injury and is therefore absent from work, or where an employee attends training provided by the employer during a period of work or leave, the absence from work and attendance at training shall be treated as working time and any days of leave or holidays not taken shall be carried over to be taken

during the corresponding period of leave or, if the employee so requests, compensated in cash. This also applies to other absences by law or contract for which the employer is obliged to pay the employee.

2.4 Transition period

When a vessel is transferred to guaranteed wages specified under this Agreement, any leave days previously accrued in the service of the shipowner under the Seafarers' Working Hours Act or the Collective agreement on international traffic shall be considered as priority leave. If the employee so requests, previously earned leave may be paid in cash. In this case, the basis for compensation is the salary paid to the employee at the time the leave accrues.

3. HIRING

The employee's guaranteed wage per calendar month shall be as set out in the table in the wages annex. The guaranteed wage includes the following allowances and benefits:

- [compensation for the agreed amount of overtime;
- the bonuses for a chef steward;
- uniform allowance;
- a shipowner supplement on board passenger vessels;
- cargo handling allowance;
- a service allowance; and
- accommodation allowance.]²⁾

The service allowance under section 23.1 of the Agreement on commercial vessels, even if included in the guaranteed wages, is paid only to members of the Finnish Seafarers' Union.

The inclusion of new bonuses and allowances agreed by the parties to the Agreement on commercial vessels in the guaranteed wages shall be agreed separately, up to which point they shall be paid in addition to the guaranteed wages.

The guaranteed wages do not include the 18% increase for annual leave or holiday pay.

²⁾ Which bonuses and allowances are included in the guaranteed wage will be decided in the shipowner/vessel-specific negotiations.

Guaranteed wages are paid for periods of work and leave and also when the employer is otherwise obliged to pay wages under laws and agreements. During annual leave, rotational leave and absence due to sickness or accident, the employee will be provided with food and accommodation allowance in accordance with sections 24.2, 24.3 and 24.4 of the Agreement on commercial vessels. The accommodation allowance for the training period is agreed upon in the training agreement annexed to the Agreement on commercial vessels.

On board a vessel carrying passengers, instead of being paid as provided for in section 22.3 of the Agreement on commercial vessels, a separate allowance as specified in the wage annex shall be paid to the catering staff for each day that passengers are on board the vessel.

The attached table of guaranteed wages will be increased in line with the increases for wages under the collective agreement for international traffic.

In Helsinki, on xx (date) ... (month) XXXX

[SHIPOWNER]

FINNISH SEAFARER'S UNION FSU

This model is not binding. The final agreement on guaranteed wages will be negotiated and agreed with each shipowner on a vessel-by-vessel basis. The parties may agree in these negotiations on provisions that differ from the model.

ANNEX 17 INAPPROPRIATE TREATMENT AT WORK *)

The aim of this annex is to ensure a workplace where harassment, bullying, discrimination, physical or mental violence and other forms of inappropriate treatment are not tolerated and do not occur, and to draw attention to the harmful effects of all forms of inappropriate treatment in working life and its negative impact on productivity, working atmosphere and well-being at work.

The agreement aims to improve and clarify the handling and resolution of cases of inappropriate treatment and behaviour in the workplace and to encourage workplaces to jointly establish and implement workplace policies and practices for the prevention, intervention, handling and resolution of inappropriate treatment.

The provisions of the Occupational Safety and Health Act (738/2002) and the Seafarers' Employment Contracts Act (756/2011) on inappropriate treatment in the workplace apply behind the scenes of this agreement. Discriminatory treatment within the meaning of this agreement does not constitute discrimination in employment within the meaning of the Equality Act (1325/2014) and the Act on Equality between Men and Women (609/1986), which are subject to the legal remedies and sanctions defined in the aforementioned Acts.

For the purposes of this agreement, "inappropriate treatment" means all forms of harassment, bullying, violence and other forms of inappropriate treatment.

1. MAIN PRINCIPLES AND IDENTIFYING CASES OF HARASSMENT

1.1 Prohibition of unfair treatment

Any form, nature or purpose of inappropriate treatment is prohibited in the workplace and among members of the work community.

An employee, regardless of their position in the workplace, must not engage in inappropriate treatment of other employees.

1.2 Employer's duty to act

The employer must intervene, investigate and take appropriate action without delay after being informed of the suspicion of inappropriate treatment.

The employer must treat the parties involved in a case of inappropriate treatment impartially and fairly.

1.3 Definitions

The starting point for identifying inappropriate treatment must be how the person who has been mistreated perceives the action taken against them.

At least such forms of interaction, acts or behaviour that the subject finds repugnant, harassing, embarrassing, threatening, oppressive, humiliating or which make them feel defenceless can be considered as inappropriate treatment.

A person who is discriminated against can be a colleague, a manager or other representative of the employer, or any other person in a position in the workplace or outside the workplace, such as a customer or a business partner.

Inappropriate treatment can be expressed in words, actions, facial expressions, gestures or other perceived actions and behaviours.

Different forms of inappropriate treatment include bullying, sexual or gender-based harassment and electronic harassment or bullying.

Bullying means at least a situation where an employee is subjected to repeated and prolonged oppressive, abusive or humiliating behaviour or psychological violence. Bullying can be intentional or occur without the perpetrator being aware or understanding how their own actions and behaviour affect or are perceived by others.

Sexual or gender-based harassment includes, at a minimum, communication and behaviour that is offensive, degrading or demeaning to a member of the workplace community's gender or sexuality, unwelcome touching, sexual advances and demands, and intrusive gestures and expressions.

Electronic harassment or bullying is at least embarrassment, humiliation, intimidation or intimidation, using various technical means, directed at another member of the work community, whether at work or during leisure time.

Inappropriate treatment does not include, for example:

- substantive decisions and instructions given by the employer on the basis of their right to manage the work
- factual, even critical, feedback on the employer's work and the workplace

- disciplinary measures taken by the employer, such as a warning, which have been taken on objective grounds
- the employer's substantive decisions and measures relating to safety, health and safety at work and occupational health care, including reports and other measures relating to the employee's fitness for work
- work-related differences and disagreements between members of the work community
- working together on problems concerning the work community, work and tasks

2. PREVENTIVE ACTION

Inappropriate treatment can be prevented in the workplace through conscious and goal-oriented safety management, participative personnel management, present management, and a working atmosphere that fosters team spirit and good employee skills. Preventive measures include informing and raising the awareness of the work community, training managers, and intervening at an early stage in the event of a deterioration in the working atmosphere and inappropriate treatment.

The aim is to raise awareness in the work community about what constitutes inappropriate treatment, how to deal with it, and what to do if you are subjected to inappropriate treatment or observe inappropriate treatment of others, and what procedures are in place to resolve situations.

As part of good seamanship, employees must commit themselves to a working community where no inappropriate treatment is tolerated. Everyone, both managers and employees, can set a good example to promote a good working atmosphere and fair interaction in the workplace.

Employees in a managerial position must address problems within the work community and among those working together as early as possible, for example, when there is a problem with workflow or symptoms of a deteriorating working atmosphere.

3. ROLE OF THE OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVE AND THE SHOP STEWARD

The parties to the inappropriate treatment have the right to be assisted at all stages of the procedure by an occupational health and safety representative, a shop steward or other support person of their choice.

4. OBLIGATIONS AND PROCEDURE

4.1 Employee responsibilities

If a superior or colleague treats another person inappropriately, the person who is being treated inappropriately must be told immediately and clearly that the treatment is perceived as inappropriate and will not be tolerated. If this does not work, or if the subject of the mistreatment does not have the courage to do so, the matter should be referred to the occupational health and safety representative, shop steward or other support person, and together, they should ask the person committing the mistreatment to stop.

When the discriminator has been clearly informed that the conduct will not be tolerated, he or she can be considered to be aware of the negative effects and nature of the conduct.

For the purposes of follow-up, it is recommended that the subject of the mistreatment, with the assistance of a support person, if necessary, makes written notes of how the mistreatment occurs, how often it is repeated and how the perpetrator has behaved and acted.

If the inappropriate treatment persists, the subject of such conduct must ask the employer, directly or through a support person, to intervene and take the matter up. If the perpetrator is a line manager, the matter is brought to the attention of their line manager. If the manager in question does not take the matter up, the matter must be taken upwards in the organisation.

If the workplace has a designated contact person for cases of inappropriate treatment in the workplace, they can be contacted directly instead of the manager.

4.2 Employer's obligations

The employer has a duty to monitor the functioning of the workplace and to intervene as early as possible in the event of any inappropriate treatment. The obligation to take action starts when the employer becomes aware of the inappropriate treatment of the employee. The duty to act starts whether the information comes from the employee him-/herself, from another employee, from the occupational health and safety representative, shop steward or other support person, or the occupational health and safety authority. Action must be taken as soon as possible when the inappropriate treatment causes or is likely to cause danger or harm to the employee's health.

Once the information is received, the employer must investigate and examine the case and the course of events objectively and impartially. The case must be dealt with fairly. The investigation must take into account all the circumstances of the case, the documents and other material, and must consult all those likely to be aware of the facts.

Once this has been done, it is necessary to consider what effective measures are needed to resolve the situation. If investigations have shown that there is inappropriate treatment at the workplace, the employer has a duty to prohibit such activities and behaviour and to take all other necessary measures.

Where appropriate, the employer shall ensure that the handling of the case, the measures taken, and the solutions adopted are recorded to the extent required by the seriousness of the case.

When investigating and resolving cases of inappropriate treatment, all information and material that becomes known must be treated with the necessary confidentiality.

4.3 Notification to the occupational safety and health authority

If no action is taken at the workplace to stop the mistreatment or if the action taken has not been sufficient to resolve the case, the case must be reported to the occupational safety and health authority. In principle, the report is made by the person who has experienced the inappropriate treatment. Efforts should be made to report during the employment relationship to ensure that the authorities have the opportunity to intervene and take the necessary measures.

4.4 Operating model for cases of harassment

The employer may, in cooperation with the occupational health and safety representatives and shop stewards, draw up an internal operating model on inappropriate treatment, its identification and handling.

The purpose of the operating model is to provide, among other things, detailed organisational, operational and human resources management guidelines, which define, for example, the persons and areas of responsibility and the forms to be used in the resolution procedure.

If an internal operating model has been drawn up, the employer must ensure that the operating model and instructions are displayed on the vessel's notice board.

5. SANCTIONS

Sanctions for conduct in which a member of the work community has treated another member of the work community inappropriately are determined by the Seafarers' Employment Contracts Act, the Occupational Safety and Health Act and other applicable legislation.

Inappropriate treatment may result in a warning, a transfer to another job or place of work, or termination of the employment contract if the conditions of the law are met. In the case of a transfer, the person subjected to inappropriate treatment be heard when considering who should be transferred.

*) The ETF and ECSA guidelines on "Eliminating Harassment and Bullying at Work" 2013, which stipulate that the procedural process for dealing with harassment and bullying must be agreed between maritime labour organisations, and the "Guidance on Eliminating Shipboard Harassment and Bullying" 2016, jointly published by ICS and ITF, which is also referred to in the Protocol to the MLC Maritime Labour Convention 2016 Addendum on Harassment and Bullying.
