

Finnish Seafarers' Union FSU

Finnish Shipowners' Association

COLLECTIVE AGREEMENT FOR MERCHANT SHIPS IN INTERNATIONAL TRAFFIC

1 March 2025–29 February 2028

as necessary pursuant to the MLC requirements (MLC Standard A2.1, 2. (b); MLC Standard A5.2.1, 2. and MLC Appendix A5-III).

The grouping of the content is compliant with Appendix A5-III to the MLC.

DEFINITIONS

In this collective agreement,

cargo ship refers to a merchant ship that is not a passenger ship;

small tonnage vessel refers to a dry cargo, tanker and special-purpose vessel of less than 1,600 GRT;

ropax vessel refers to a vessel that is registered as a passenger ship, but which also carries cargo and is not a traditional passenger ship;

passenger ship refers to a vessel that is required to be inspected as a passenger ship pursuant to the regulations in force;

basic wage refers to a wage that includes the graded wage, merit increases, large vessel allowance and passenger ship allowance;

increased basic wage refers to a wage that includes the basic wage and common duty allowance;

monthly wage refers to a wage that includes the basic wage/increased basic wage, seniority allowance, oil transport allowance and ocean allowance;

monthly earnings refer to a wage that includes the monthly wage, other allowances, remuneration, overtime and compensation for meals and accommodation; and

guaranteed wage refers to a wage that includes remuneration for work performed during the regular working time, the agreed amount of overtime work, seniority allowances and other agreed allowances and remuneration and which the employee is entitled to receive for each pay period regardless of whether or not the employer has the employee perform the agreed overtime or work.

[Kauppa-alussopimus, 2 Määritelmät]

watchkeeping employee refers to an employee whose work is divided into watchkeeping periods;

day worker refers to an employee whose work is not divided into watchkeeping periods and who is not a catering employee;

catering employee refers to an employee who has been employed for the purpose of attending to the meals of the crew or passengers or for performing other duties related to such work or clerical work or other similar duties that are not performed by the deck, engine room or radio departments;

day refers to the period from midnight to the following midnight;

day in port refers to a day when the vessel is in port;

day at sea refers to a day when the vessel is on a voyage;

day of arrival or departure refers to a day when the vessel enters or leaves a port. When the arrival and departure of the vessel take place during the same day, working time is determined on the basis of the last event;

week refers to the period of time between 00.00 on Monday and 24.00 on Sunday; and

holiday refers to a Sunday or other religious holidays, Independence Day and May Day.

[Kauppa-alussopimus, 4.1 Yleistä]

1. MINIMUM AGE

The collective agreement includes no stipulations on minimum age.

2. MEDICAL CERTIFICATION

The collective agreement includes no stipulations on medical certification.

3. QUALIFICATIONS OF SEAFARERS

The deck and engine ratings and catering staff employed on vessels engaged in international traffic are required to hold a certificate of competency that is based on the valid Act on Ships' Crews and the Safety Management of Ships (1687/2009) and the Government Decree on the Manning of Ships and Certification of Seafarers (166/2013).

[Kauppa-alussopimus, 3.1 Miehistön pätevyys]

4. SEAFARERS' EMPLOYMENT AGREEMENTS

Fixed-term employment agreement

Fixed-term employment agreements may be concluded for the aims referred to in the provisions of chapter 1, section 4 of the Seafarers' Employment Contracts Act if the nature of the work, the substitution of another employee, traineeship, or some other comparable reason so requires or if the employer has another justified reason relating to the company's operation or the work to be performed for concluding a fixed-term contract. The purpose of this provision is to prevent the circumvention of an employee's protection against unilateral termination and the circumvention of an employee's benefits based on the duration of employment. (Appendix 3)

[Kauppa-alussopimus, 3.4 Määräaikainen työsopimus]

Termination of employment and lay-offs

Termination of employment and lay-offs must be carried out as separately agreed. (Appendix 4)

[Kauppa-alussopimus, 3.5 Irtisanominen ja lomautus]

5. USE OF ANY LICENSED OR CERTIFIED OR REGULATED PRIVATE RECRUITMENT AND PLACEMENT SERVICE

The collective agreement includes no stipulations on the use of private recruitment and placement service.

6. HOURS OF WORK OR REST

WORKING TIME STIPULATIONS

Watchkeeping employee's working hours in other than small tonnage vessels

Day at sea

The regular working time of a watchkeeping employee may not exceed eight (8) hours a day and 40 hours a week.

On holidays, watchkeeping employees may only be required to perform the work specified in section 7, subsection 2, paragraphs 1–7 of the Seamen's Working Hours Act.

On Easter, Midsummer, Christmas, and New Year's Eves, overtime remuneration must be paid for all work performed after 12 noon, apart from necessary watchkeeping duties.

The shipmaster and the employees on watchkeeping duty may freely agree on the performance of ship maintenance work during the period between 6 p.m. and 6 a.m. provided that the work in question does not disturb the other employees who are resting.

[Kauppa-alussopimus, 4.2 Vuorotyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day of arrival

The regular working time of a watchkeeping employee may not exceed eight (8) hours a day and 40 hours a week.

On holidays, watchkeeping employees may only be required to perform the work specified in section 7, subsection 2, paragraphs 1–7 of the Seamen's Working Hours Act.

On Saturdays and the Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day, and Independence Day Eves, the actual working time is no more than eight (8) and no less than three (3) hours. Overtime remuneration must be paid for all work exceeding three (3) hours, excluding work performed during watchkeeping duty, with the mooring of the vessel and duties related to it deemed to be work that is comparable to such duty. After mooring, a watchkeeping employee who has, on the grounds referred to above, worked for three (3) hours or more, may not be required to perform regular ship duties.

On Easter, Midsummer, Christmas, and New Year's Eves, overtime remuneration must be paid for all work performed after 12 noon, apart from necessary watchkeeping duties.

Except for watchkeeping duties and work related to the mooring of a vessel, regular working hours must be scheduled so that the period of work is uninterrupted. This limitation does not apply to interruptions due to meal and coffee breaks.

[Kauppa-alussopimus, 4.2 Vuorotyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day of departure

The regular working time of a watchkeeping employee may not exceed eight (8) hours a day and 40 hours a week.

On holidays, watchkeeping employees may only be required to perform the work specified in section 7, subsection 2, paragraphs 1–7 of the Seamen's Working Hours Act.

On Easter, Midsummer, Christmas, and New Year's Eves, overtime remuneration must be paid for all work performed after 12 noon, apart from necessary watchkeeping duties.

Except for watchkeeping duties and work related to unmooring a ship and making the ship seaworthy, regular working hours must be scheduled so that the period of work is uninterrupted. This limitation does not apply to interruptions due to meal and coffee breaks.

[Kauppa-alussopimus, 4.2 Vuorotyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day in port

The regular working time of a watchkeeping employee may not exceed eight (8) hours a day and 40 hours a week.

Watchkeeping employees may not be made to work on a day in port that falls on a holiday or Saturday. (Seamen's Working Hours Act, section 7, subsection 3). Notwithstanding this provision, an employee may be required to work overtime in return for remuneration. (Seamen's Working Hours Act, section 9, subsection 1)

Regular working hours must be scheduled so that a watchkeeping employee is not required to work outside the period between 6 a.m. and 6 p.m.

On Easter, Midsummer, Christmas, New Year's, Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day, and Independence Day Eves, the actual working time is three (3) hours, and it must be scheduled so that it takes place between 6 a.m. and 12 noon. If said eves fall on a Saturday, overtime remuneration is paid for the work.

[Kauppa-alussopimus, 4.2 Vuorotyöntekijän työaika muissa kuin pientonnistoaluksissa]

Working time of catering employees in other than small tonnage vessels

Rules applied to cargo ships

Day at sea, day of arrival, and day of departure

The regular working hours of a catering employee may not exceed eight (8) hours a day and forty (40) hours a week.

Regular working hours must be scheduled so that a catering employee on a cargo ship is not required to work outside the period between 8 a.m. and 7 p.m. (Seamen's Working Hours Act, section 5, subsection 1, paragraph 4)

[Kauppa-alussopimus, 4.3 Taloustyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day in port

The regular working hours may not exceed eight (8) hours a day and forty (40) hours a week. However, on a day in port that falls on a holiday or a Saturday, the regular working hours of a catering employee may not exceed five (5) hours.

The regular working hours must be scheduled so that a catering employee on board a cargo ship is not required to work outside the period between 8 a.m. and 7 p.m. or outside the period between 6 a.m. and 3 p.m. on a holiday or a day in port that falls on a Saturday. (Seamen's Working Hours Act, section 5, subsection 1, paragraph 4)

On a day in port that falls on a holiday, catering employees working on board a cargo ship may only be required to carry out work related to catering for the crew and passengers, any necessary waiting at tables and light cleaning work. (Seamen's Working Hours Act, section 8, subsection 2)

The parties have agreed (deviation from the Seamen's Working Hours Act, section 12, subsection 2) that when a ship is in port on a holiday, a catering employee is paid 1/63 of the monthly wage for each working hour performed during the regular working time.

On Easter, Midsummer, Christmas, New Year's, Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day, and Independence Day Eves, the regular working time may not exceed five (5) hours.

[Kauppa-alussopimus, 4.3 Taloustyöntekijän työaika muissa kuin pientonnistoaluksissa]

Rules applied to passenger ships

Day at sea, day of arrival, and day of departure

The regular working hours of a catering employee may not exceed eight (8) hours a day and forty (40) hours a week.

Regular working hours must be scheduled so that a catering employee on a passenger ship is not required to work over periods exceeding 14 hours in a day. (Seamen's Working Hours Act, section 5, subsection 1, paragraph 3)

The parties have agreed that, notwithstanding the above, a catering employee's regular working hours may be scheduled to take place in two (2) parts during one day but so that the employee is allowed an uninterrupted rest period of eight (8) hours in a day. A prerequisite for this is that the matter is discussed on the ship as required in the Act on Co-operation within Undertakings.

[Kauppa-alussopimus, 4.3 Taloustyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day in port

The regular working hours may not exceed eight (8) hours a day and forty (40) hours a week. However, on a day in port that falls on a holiday or a Saturday, the regular working hours of a catering employee may not exceed five (5) hours, when there are no passengers on board.

Regular working hours must be scheduled so that a catering employee on a passenger ship is not required to work over periods exceeding 14 hours in a day. (Seamen's Working Hours Act, section 5, subsection 1, paragraph 3)

However, when there are no passengers aboard a passenger ship on a day in port, the period referred to hereinabove may not exceed 12 hours, and it must end before 7 p.m. on weekdays other than Saturdays and before 3 p.m. on any holiday or Saturday. (Seamen's Working Hours Act, section 5, subsection 2)

If there are no passengers onboard, employees may only be required to carry out work related to catering for the crew and passengers, any necessary waiting at tables and light cleaning work during a day in port that falls on a holiday. (Seamen's Working Hours Act, section 8, subsection 2)

The parties have agreed (deviation from the Seamen's Working Hours Act, section 12, subsection 2) that when a ship is in port on a holiday, a catering employee is paid 1/63 of the monthly wage for each working hour performed during the regular working time.

On Easter, Midsummer, Christmas, New Year's, Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day, and Independence Day Eves, the regular working time may not exceed five (5) hours.

[Kauppa-alussopimus, 4.3 Taloustyöntekijän työaika muissa kuin pientonnistoaluksissa]

Working hours of security guards

The regular working hours of a security guard may not exceed eight (8) hours a day and forty (40) hours a week. During days at sea, days in port, and days of arrival and departure, regular working hours may be scheduled to take place in two (2) parts.

[Kauppa-alussopimus, 4.3 Taloustyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day workers' working hours in other than small tonnage vessels

Day at sea

1. The regular working hours of a day worker may not exceed eight (8) hours a day and forty (40) hours a week. (Note: item 5.)
2. On a holiday, day workers may not be required to perform ship duties as regular work.
3. On Easter, Midsummer, Christmas, and New Year's Eves, overtime remuneration must be paid for all work performed after 12 noon. (Working hours correspond to the length of mornings on normal weekdays, e.g. 7–8 a.m., 8.30 a.m.–12 noon = 4.5 hours.)
4. Regular working hours must be scheduled so that a day worker is not required to work outside the period between 6 a.m. and 6 p.m. on a day at sea.
5. On a day at sea that falls on a regular Saturday, the working time of a day worker is three (3) hours, and the working hours must be scheduled to take place during the period between 6 a.m. and 12 noon. The overtime work referred to hereinabove must be compensated for with a special compensation in accordance with section 14 of the Seamen's Working Hours Act.
6. In addition to the stipulations in item 5, day workers are entitled to compensation when they, based on agreement, work for more than three (3) hours on a Saturday. If so agreed, day workers may also work up to eight (8) hours on holidays provided that compensation is paid.

[Kauppa-alussopimus, 4.4 Päivätyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day of arrival

1. The regular working hours of a day worker may not exceed eight (8) hours a day and forty (40) hours a week. (Note: item 6.)
2. Except for the mooring of a ship, regular working hours must be scheduled so that the period of work is uninterrupted. This limitation does not apply to interruptions due to meal and coffee breaks.
3. On Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day, and Independence Day Eves, the regular working time is no more than eight (8) hours. Overtime remuneration must be paid for all work exceeding three (3) hours, excluding the mooring of the ship and duties related to it. If the ship arrives before 12 noon, regular working hours must be scheduled for the period between 6 a.m. and 12 noon, and if the ship arrives after 12 noon, during the period between 6 a.m. and 6 p.m.
4. On Easter, Midsummer, Christmas, and New Year's Eves, overtime remuneration must be paid for all work performed after 12 noon.
5. On a holiday, day workers may not be required to perform ship duties as regular work.
6. On a day of arrival that falls on a regular Saturday, the working time of a day worker is three (3) hours, and the working hours must be scheduled to take place during the period between 6 a.m. and 12 noon. The overtime work referred to hereinabove must be compensated for with a special compensation in accordance with section 14 of the Seamen's Working Hours Act.

[Kauppa-alussopimus, 4.4 Päivätyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day of departure

1. The regular working hours of a day worker may not exceed eight (8) hours a day and forty (40) hours a week. (Note: item 5)
2. Except for work related to the unmooring of a ship and making the ship seaworthy, regular working hours must be scheduled so that the period of work is uninterrupted. This limitation does not apply to interruptions due to meal and coffee breaks.
3. On Easter, Midsummer, Christmas, and New Year's Eves, overtime remuneration must be paid for all work performed after 12 noon.

4. On a holiday, day workers may not be required to perform ship duties as regular work.
5. On the day of departure that falls on a regular Saturday, the working time of a day worker is three (3) hours. The overtime work referred to hereinabove must be compensated for with a special compensation in accordance with section 14 of the Seamen's Working Hours Act.

[Kauppa-alussopimus, 4.4 Päivätyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day in port

1. The regular working hours of a day worker may not exceed eight (8) hours a day and forty (40) hours a week.
2. On a holiday, day workers may not be required to perform ship duties as regular work.
3. Overtime remuneration must be paid for work performed on days in port that fall on a Saturday.
4. Regular working hours must be scheduled so that a day worker is not required to work outside the period between 6 a.m. and 6 p.m. on a day in port.
5. On Easter, Midsummer, Christmas, New Year's, Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day, and Independence Day Eves, the regular working time is three (3) hours and it must be scheduled so that it takes place between 6 a.m. and 12 noon, except when the eves referred to fall on a Saturday, in which case overtime remuneration must be paid for any work that is carried out.

[Kauppa-alussopimus, 4.4 Päivätyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day workers' work on holidays and Saturdays on passenger ships

To enhance the functioning of the rotation system, day workers on passenger ships must also be given the opportunity to work eight (8) hours on holidays, eves and Saturdays against compensation. Such working hours must be scheduled so that they take place in no more than two (2) parts during a day. However, deck ratings may not be required to perform ship maintenance work, such as chipping of rust, painting and other comparable duties, as ordinary ship duties during the period between 6 p.m. and 6 a.m.

[Kauppa-alussopimus, 4.4 Päivätyöntekijän työaika muissa kuin pientonnistoaluksissa]

Day workers' shift work

1. When a day worker has been assigned watchkeeping duties for a period shorter than one day, the provisions on seafarers' working hours regarding day workers apply to the day worker's regular working hours.
2. After the ship arrives in port, an employee who works as a watchkeeping employee and day worker on alternate voyages must, in terms of compensation provisions, maintain the position the employee held when the ship arrived until a new voyage from the port begins.

[Kauppa-alussopimus, 4.4 Päivätyöntekijän työaika muissa kuin pientonnistoaluksissa]

Watchkeeping in port for other than small tonnage vessels

Notwithstanding the stipulations set out hereinabove concerning the scheduling of working hours, the regular working hours may also be scheduled to take place between 6 p.m. and 6 a.m. for the purpose of watchkeeping in port on weekdays other than Saturdays. (Seamen's Working Hours Act, section 5, subsection 3)

[Kauppa-alussopimus, 4.5 Satamavahti muissa kuin pientonnistoaluksissa]

Overtime remuneration for other than small tonnage vessels

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

Overtime remuneration payable in cash

The hourly overtime remuneration payable in cash for overtime worked on a weekday is no less than 1/102 of the employee's monthly wage and remuneration for overtime worked on a holiday is no less than 1/63 of the employee's monthly wage.

Basis for remuneration

Overtime remuneration is determined on the basis of the monthly wage (= basic wage/increased basic wage and any seniority allowances. When employees are paid an ocean allowance and/or oil transport allowance, such allowances must also be taken into account when calculating the amount of overtime remuneration).

[Kauppa-alussopimus, 4.6 Korvaus ylityöstä muissa kuin pientonnistoaluksissa]

Overtime remuneration in the form of compensation

Statutory compensation (Seamen's Working Hours Act, section 12, subsection 2)

For work performed during regular working hours on a Saturday, Midsummer Eve, Christmas Eve when it falls on a weekday and for work performed on a holiday, an employee is entitled to compensation that corresponds to the time used for work.

Working time stipulation

The regular working hours of an employee may not exceed 40 hours in a week (from Monday to Friday) so that the remuneration for the part exceeding 38 hours (two (2) hours) is given in the form of compensation.

Additional compensation

1) Day at sea

1. In addition to the statutory compensation, an employee is entitled to an additional compensation of eight (8) hours per any day at sea that falls on a holiday.

2) Day of arrival and/or departure

2. On days of arrival and departure that fall on a holiday, additional compensation accumulates at the rate of one (1) hour per each period of three (3) hours or part thereof when the ship is at sea.

3. When a cargo ship's arrival and departure both fall on a holiday, the time in port is deemed to be equivalent to time at sea if an employee on duty is prevented from leaving the ship.

4. On a passenger ship, time in port on days of arrival and/or departure that fall on a holiday is deemed to be equivalent to time at sea if an employee on duty is prevented from leaving the ship.

5. Time at sea is considered to start when the ship is cast off for departure from the port berth where it was moored, or if the ship was moored somewhere else than at a berth, time at sea is considered to start when the ship casts off from such other location. Time at sea is considered to end when the ship is moored in a location referred to above or when the ship is at anchor, provided it is possible to go ashore.

6. If the ship stays in a location referred to hereinabove for no more than three (3) hours, the accumulation of additional compensation is not interrupted.

[Kauppa-alussopimus, 4.6 Korvaus ylityöstä muissa kuin pientonnistoaluksissa]

Use of the statutory and additional compensation

1. When previously earned compensation is used in the form of free time on shore, a maximum of eight (8) hours is deducted from the compensation for each weekday off other than a Saturday.
2. When the compensation earned is granted in the form of free time in port, the compensation must be granted in periods of four (4) or eight (8) hours.
3. However, on Epiphany, Good Friday, May Day, Ascension Day, All Saint's Day, Independence Day, and New Year's Eves, no more than three (3) hours may be deducted from the compensation.
4. When the days off referred to hereinabove are used, the provisions of the Seamen's Annual Holidays Act (433/1984) regarding the port in which holiday is granted and the notifications concerning the scheduling of days off apply where appropriate. However, this does not apply to compensation in the form of time off referred to in section 14, subsection 1, paragraph 2 of the Seamen's Working Hours Act that is, in addition to the rotation system, granted as free time in port in the employee's home country or, subject to agreement to that effect, in a foreign port, for which purpose the period of time off must be at least as long as the hours of work entitling the employee to compensation.

[Kauppa-alussopimus, 4.6 Korvaus ylityöstä muissa kuin pientonnistoaluksissa]

Granting the statutory and additional compensation

1. If it is agreed that the compensation is payable in cash, the compensation must amount to at least 1/164 of the employee's monthly wage for each hour.
2. When employment terminates, all unpaid compensation is paid so that one (1) day's wage is paid for each 6.5 hours that entitle the employee to compensation.

Basis for remuneration

1. When an employee, during the employee's period of employment, performed temporarily work that entitles to a higher wage scale rate, the compensation granted to the employee in situations referred to in section 14, subsection 1, paragraphs 1 and 3 of the Seamen's Working Hours Act is based on the wage of the professional title corresponding to the work in which the employee has earned the compensation.
2. When calculating the compensation, the same allowances as those included when calculating holiday pay are taken into account. When an employee has been entitled to allowances only for a part of the time, the allowances are taken into account in proportion to the allowances paid for the period.

[Kauppa-alussopimus, 4.6 Korvaus ylityöstä muissa kuin pientonnistoaluksissa]

Working hours in small tonnage vessels

Day in port

1. The ship is in port for the entire day (midnight–midnight).
2. From Monday to Thursday, the daily working time is eight (8) hours. Overtime remuneration is paid for all work exceeding eight (8) hours. On Fridays, the daily working time is six (6) hours, and overtime remuneration is paid for all work exceeding six (6) hours. Overtime remuneration is paid for all work performed on Saturdays and holidays.
3. During a day in port, regular working hours must, in accordance with section 5 of the Seamen's Working Hours Act, be scheduled to take place between 6 a.m. and 6 p.m. Work performed between 6 p.m. and 6 a.m. is always overtime work for which overtime remuneration is paid.

4. If an employee wishes to take time off between 6 a.m. and 6 p.m. during a day in port that falls on a weekday from Monday to Friday in order to attend to personal business, and this is agreed with the employer, one (1) day off is deducted for a full working day taken off in port and a half (0.5) day off is deducted for any half of a working day taken off in port.

[Kauppa-alussopimus, 4.7 Työaika pientonnistoaluksissa]

Day at sea, day of arrival and day of departure

The regular working hours may not exceed eight (8) hours on any days of the week and fifty-six (56) hours in a calendar week. In addition, the daily working time included in the guaranteed wage may not exceed ten (10) hours a day and sixty-five (65) hours in a week.

[Kauppa-alussopimus, 4.7 Työaika pientonnistoaluksissa]

Division of the regular working hours of catering employees

Unless otherwise stipulated in this agreement, the regular daily working hours of catering employees may be divided into no more than two (2) parts.

[Kauppa-alussopimus, 4.7 Työaika pientonnistoaluksissa]

Fire, rescue and other safety drills

In addition to any specific stipulations regarding fire, rescue and other safety drills on board, measures must be taken to carry these out in such a way as to limit, as much as possible, their impact on normal work duties and the employees' rest periods and to avoid causing fatigue.

[Kauppa-alussopimus, 4.7 Työaika pientonnistoaluksissa]

Overtime

1. Overtime remuneration, as set out in Appendix 1, is paid for all work exceeding the daily working time.
2. If working hours exceed 65 hours over the course of a calendar week, and overtime remuneration has not been paid in accordance with the rule regarding daily working time, overtime remuneration referred to in Appendix 1 is paid for such work.
3. Application instructions regarding working hours: see Appendix 6.

[Kauppa-alussopimus, 4.7 Työaika pientonnistoaluksissa]

Rest periods

Employees must be granted rest periods in accordance with the Seamen's Working Hours Act. In addition, employees must be granted a meal break of no less than twenty (20) minutes every six (6) hours. This break is included in working hours if work is being performed without customary meal and coffee breaks.

[Kauppa-alussopimus, 4.7 Työaika pientonnistoaluksissa]

7. MANNING LEVELS FOR THE SHIP

Manning levels

The shipowner must agree on the number and qualifications of crew members and on the guaranteed wage agreements applicable to cargo ships with the Finnish Seamen's Union. A guaranteed wage

agreement may also be used to agree on derogations concerning the wages and working conditions applied to small tonnage vessels. Regarding the number of crew members, it must be taken into account that adequate rest must be ensured for employees carrying out watchkeeping duties. In order to make it easier to agree on the manning levels, the parties have drawn up basic crew models for ships in various size categories. The manning tables that are applied as minimum manning levels applied to small tonnage vessels are included as Appendix 2 to the collective agreement. Prior to making a manning agreement, the shipowner must discuss the manning with the chief shop steward.

The manning agreement concluded between the shipowner and the Finnish Seamen's Union must be made available on the ship's noticeboard. Employees hired to the vacancies/posts specified in the manning agreement must be hired as employees with employment contracts that are valid until further notice, subject to the law and this collective agreement.

Vessels of at least 1,000 DWT must have a boatswain/deck repairman.

[Kauppa-alussopimus, 3.2 Miehistön lukumäärä]

Trainees

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

[Kauppa-alussopimus, 3.7 Harjoittelijat]

External labour force

The use of external labour may only be resorted to after it has been determined whether it is possible to use the ship's own staff to perform the duties and how the use of external labour will affect the employment and duties of the ship's own staff.

[Kauppa-alussopimus, 3.9 Ulkopuolinen työvoima]

8. ACCOMMODATION

Accommodation plans

The shipowner must present to the Finnish Seamen's Union, the chief shop steward, special occupational safety representative and occupational safety representative the accommodation plans for any new construction and other new vessels and the plans for any alterations and repairs to be made to the accommodation areas that will have a substantial impact on the crew's accommodation. Arrangements regarding accommodation and planning of any new construction must take into account that all permanent employees and their substitutes must have the opportunity of private accommodation.

[Kauppa-alussopimus, 3.2 Miehistön lukumäärä]

CLEANING

1. Dishes and cutlery must be washed and the dining area organised and cleaned after each mealtime. The possibility to perform the washing and cleaning must be provided during regular working hours.
2. Sleeping cabins must be organised and cleaned daily. In addition, the sleeping cabins and dining areas must be cleaned and washed thoroughly once a week.
3. These duties are performed during regular working hours.
4. If the duties referred to in this section cannot be performed during regular working hours, they must be carried out as overtime work for which statutory overtime remuneration is paid. Said duties

are not considered overtime work if they are performed on a holiday by an employee on watchkeeping duty.

5. It is recommended that employees, for their part, promote tidiness and comfort by making their own beds.

6. The chief steward supervises the cleaning duties performed by the catering staff.

[Kauppa-alussopimus, 10 Siivous]

9. ON-BOARD RECREATIONAL FACILITIES

The collective agreement includes no stipulations on on-board recreational facilities.

10. FOOD AND CATERING

Meals, mealtimes and breaks

1. The employer is responsible for providing three (3) meals and snacks on a daily basis for the employees. The meals must be nutritious, varied, tasty, sufficient in quantity and of high quality.

2. The employers and unions in the maritime sector consider it necessary that meal and coffee breaks are organised in ports within the following time limits, unless there are special reasons preventing this:

breakfast/coffee breakfast	6:30 a.m.–8:30 a.m.
lunch	11 a.m.–1 p.m.
afternoon coffee	3 p.m.–4:30 p.m.
dinner	4:30 p.m.–6:30 p.m.

3. Meal breaks may be shortened to a minimum of 30 minutes and their starting times changed by no more than one hour. The meal schedule drafted jointly by the representatives of the ship's different departments and the chief steward and approved by the shipmaster must be made available in a visible location in the dining area.

4. Those in charge of supervising work on the ship and the chief steward must plan together, as necessary, a meal schedule that is appropriate and creates as little disturbance as possible, and they must also notify the ship suppliers, stowage personnel, etc. of the meal breaks. When necessary, meals should be served in shifts (30-minute shifts). If it is necessary to deviate from the regular meal schedule for some reason (such as special port conditions), the kitchen staff and those mainly responsible for supervising the various staff groups must be notified of this at the earliest possible time.

5. If an employee is required to work overtime during the period between 6 p.m. and 6 a.m., the employee must be given a ten-minute break after every two (2) hours of work, with the break included in working time. After every four (4) hours of work, the employee must be given a 30-minute coffee break that is not included in working time. This does not apply to emergency and safety duties.

6. If a cargo ship arrives in port on a holiday or an eve of a holiday and the ship berths before 10 a.m., afternoon meals are served in accordance with the same procedure as on public holidays or on the eves of holidays when the ship is in port. This also applies to any anchorages and berths where the ship is loaded or unloaded.

[Kauppa-alussopimus, 4.8 Ruoka, ruoka-ajat ja Lepotauot]

11. HEALTH AND SAFETY AND ACCIDENT PREVENTION

Protective clothing

1. Ships must be equipped with necessary amounts of proper protective clothing and footwear and other personal protective equipment.
2. Uniform CE-marked protective overalls with reflecting tape must be provided at the employer's expense for all employees working in the cargo areas of passenger and ro-ro ships.
3. The protective clothing provided/made available by the employer for the employees' use must be laundered at the employer's expense or washed during working hours.
4. When spray painting and when cleaning containers that have contained hazardous cargo or when other similar work is carried out, employees must use protective masks and other protective equipment provided by the employer.

[Kauppa-alussopimus, 9.1 Suojavaatetus]

Catering staff's work clothes

1. On passenger ships and vessels on which the employer requires that catering staff wear special work clothes manufactured in accordance with the shipowner's specific instructions, the employer must provide the catering staff with the required clothes.
2. The catering staff has the right to have the work clothes provided by the employer laundered at the employer's expense or wash the clothes during working hours. This also applies to the kitchen staff's special work coats, work trousers, aprons and chef's hats.
3. If the employer requires that kitchen staff wear work coats, work trousers and headwear, the employer pays for the clothing.

[Kauppa-alussopimus, 9.2 Taloushenkilökunnan työvaateet]

12. ON-BOARD MEDICAL CARE

The collective agreement includes no stipulations on on-board medical care.

13. ON-BOARD COMPLAINT PROCEDURES

The collective agreement includes no stipulations on on-board complaint procedures.

14. PAYMENT OF WAGES

PAY CONDITIONS FOR OTHER THAN SMALL TONNAGE VESSELS [B]

PAYMENT OF WAGES

1. Wage is paid from the start of the day on which the employee arrives at work, or from the start of the day on which the employee begins the journey if the employee has to travel to the ship from the location where the contract was concluded or if the ship is delayed, from the day on which the employee was due to arrive at the ship according to the shipowner's instructions.
2. During employment, an employee's wage is paid as a monthly wage. When employment ends, the last wage payable must be at the employee's disposal or available for withdrawal without delay, but

no later than on the sixth (6) working day after the end of employment. In exceptional cases, when the wage is not known, for example, because all the information needed for calculating the wage sum is not available at the end of employment, the last wage must be at the employee's disposal or available for withdrawal no later than on the tenth (10) working day after the end of employment.

3. Wage is also paid as a monthly wage for months which the employee spent on paid leave on shore either fully or partly.

4. If employment starts or ends in the middle of a calendar month, wage for such a month is calculated by dividing the monthly wage by 30 and by multiplying the result by the number of days of employment during the month.

5. In other respects, wages are paid in accordance with the provisions of chapter 2 of the Seafarers' Employment Contracts Act and section 13 and section 15, subsection 1 of the Seamen's Annual Holidays Act.

6. When the ship is in port, the employees are, pursuant to chapter 2, section 20 of the Seafarers' Employment Contracts Act, entitled to receive their wages once a week subject to the limitations laid down in said Act. If possible, such payment of wages must take place before 12 noon on days when an employee enjoys a half-day leave in accordance with the stipulations in force.

7. When paying wages or adjusting them, the employer must provide the employee with an itemisation that states the wage amount paid and how it was calculated.

8. Full pay, as referred to in the Seafarer's Employment Contracts Act or another similar act refers to the monthly wage defined hereinabove in clause 2.

[Kauppa-alussopimus, 18 Palkanmaksu]

WAGES OF MISSING CREW MEMBERS

See Appendix 7.

[Kauppa-alussopimus, 19 Puuttuvan miehen palkka]

WAGE SCALE RATES

General information

1. When concluding a contract of employment, the professional titles used must comply with the collective agreement.

2. However, if the adding of new professional titles that are not included in the agreement is deemed necessary during the agreement period, the signatory parties must first agree on the pay terms and other terms and conditions.

3. If the wage of an employee to whom this scale applies exceeds the wage stated in a new wage scale when such a new scale takes effect, the employee's wage may not be decreased.

[Kauppa-alussopimus, 20.1 Yleistä]

Miscellaneous wage bases

1. One of the motormen (not applicable to electricians) must be paid at least the wage of a donkeyman.
2. If a tanker has no pumpman, the crew member who performs the duties of a pumpman must be paid the wage of a pumpman.
3. If a motorman is employed on a vessel as a day worker, the employee must be paid at least the wage of a motorman. When such a motorman is required to have turnery or welding skills, the employee must be paid the wage of a repairer.
4. If a vessel of 6,000 DWT does not have a carpenter, one of the able seamen must be paid the wage of a carpenter.
5. On a ship that has no chief steward/cook steward, the cook must be considered a cook steward with regard to the terms of contract.
6. On a ship of at least 8,000 DWT, one of the able seamen must be paid the wage of a repairer.

[Kauppa-alussopimus, 20.2 Erinäiset palkkausperusteet]

Wages on cargo ships

See Appendix 1.

[Kauppa-alussopimus, 20.3 Palkat rahtialuksissa]

Wages on passenger ships

See Appendix 1.

[Kauppa-alussopimus, 20.4 Palkat matkustaja-aluksissa]

WAGE SUPPLEMENTS

Seniority allowance

1. An employee is entitled to a seniority allowance of 5% of the basic wage after 3, 5, 8, 11, 14 and 17 years of uninterrupted employment with the same shipowner.
2. The first four seniority allowances are paid irrespective of the shipowner to an employee who has been employed for at least 3, 5, 8 or, correspondingly, for 11 years.
3. When calculating the subsequent seniority allowances linked to the shipowner, only employment up to eleven (11) years is taken into account irrespective of the shipowner.
4. Catering staff employees receive the first four seniority allowances irrespective of the shipowner provided that they have been employed in a ship catering department for at least 3, 5, 8 or, correspondingly, for at least 11 years. When calculating the subsequent seniority allowances that are linked to the shipowner, only employment up to eleven (11) years in a ship catering department is taken into account irrespective of the shipowner.
5. When calculating the time entitling to a seniority allowance, shipowners under the same management are considered to be one shipowner.
6. If an employee is re-employed by a shipowner, the employee has the right to have the employee's previous uninterrupted period of employment with said shipowner to be taken into account when seniority allowances are calculated.

7. In order to have such periods taken into account, the employee must present the relevant certificates regarding employment not linked to the employer, as referred to hereinabove.

[Kauppa-alussopimus, 21.1 Kokemuslisä]

Time entitling to seniority allowance

1. The time entitling to a seniority allowance must be accumulated through employment in longer-distance traffic than inland waterway traffic (= coastal traffic or traffic of longer distances). Regarding seniority allowances paid irrespective of the shipowner, term of service on foreign ships is also taken into account.

2. The time entitling to a seniority allowance also includes the time an employee has been on annual holiday or compensatory leave as well as time during employment when the employee has not been able to work due to the following reasons:

- 1) annual holidays of other employees in the workplace;
- 2) military reservist training or extraordinary military service if the employee has returned to work as soon as such hindrance ended;
- 3) an interruption referred to in section 3, subsection 2, paragraph 3 of the Seamen's Annual Holiday Act;
- 4) a medical examination referred to in the Occupational Health Care Act (1383/2001) or the Act on Medical Fitness Examinations of Seafarers (1171/2010) or ordered by the employer or as a result of any illness or accident;
- 5) maternity leave, special maternity leave, paternity leave or parental leave referred to in the Seafarer's Employment Contracts Act;
- 6) municipal or other public elected position or appearance as a witness in a court of law which the employee had no right to refuse pursuant to the law or the refusal of which would only have been permitted for a special cause stated in legislation;
- 7) an order issued by the authorities to prevent the spreading of a disease;
- 8) travel required due to work if such travel days are not otherwise counted as working days for the employee;
- 9) for any other reasons if the employer is by law required to pay the employee remuneration for such time despite of the employee's absence; and
- 10) with the employer's consent, taking part in training required for work, but so that only 30 days at a time are counted as equivalent to working days.

[Kauppa-alussopimus, 21.1.1 Kokemuslisään oikeuttava aika]

Interruptions in employment

Seasonal traffic

An employee on a passenger ship engaged in seasonal traffic is credited with the time the employee has been employed during successive sailing seasons on passenger ships in seasonal traffic. In such cases, 11 months constitute one (1) year when calculating seniority allowances.

Interruptions due to reasons not attributable to the employee

If an employee's employment is terminated due to reasons not attributable to the employee, such as the bankruptcy of a shipowner, shipowner going out of business, assignment of business or reasons referred to in chapter 12, section 4 of the Seafarer's Employment Contracts Act, the employee is entitled to have the seniority allowances that were valid when the employee's previous employment terminated to be taken into account in the next employment relationship.

[Kauppa-alussopimus, 21.1.2 Työsuhteen keskeytykset]

Oil transport allowance

1. Ten (10) per cent of the basic wage on tanker ships transporting fuel oil, crude oil or lubricating oil and/or comparable substances. The allowance is also paid on board tanker ships transporting compressed or liquefied gases, gases dissolved under pressure, flammable liquids, substances that may self-ignite and create flammable gases when in contact with water, organic peroxides, oxidising substances, toxic substances, pollutants or other hazardous substances.
2. When the ship is in port, the allowance is paid for no more than 20 days from the day of arrival. However, the allowance is always paid for the time the ship is fully or partially loaded and has to remain in port and/or on a roadstead.

[Kauppa-alussopimus, 21.2 Öljynkuljetuslisä]

Ocean allowance

1. On ships engaged in ocean traffic, ocean allowance is paid in accordance with Appendix 1.
2. The allowance is paid
 - 1) for the entire period of employment on all ships that have regular line service to overseas ports, but for no more than 20 days for any periods during which the ship is not in operation due to repairs or other reasons;
 - 2) on other ships travelling to overseas ports, from the day when the ship departs from the last loading or unloading port in the European traffic area towards overseas ports or the crew picks up new vessel for the shipowner from a port outside of Europe and until the day the ship arrives at the first loading or unloading port in the European traffic area and for no more than for 20 days after this. However, if a ship referred to hereinabove makes two or more continuous voyages in overseas traffic, the allowance is also paid as stated hereinabove for the time in port after returning from the first voyage. In this regard, repair and unrigging ports are comparable to loading and unloading ports. The allowance referred to hereinabove must also be paid if the ship operating on the Arctic Ocean has arrived at a port east of 45° E longitude.
3. European traffic refers to traffic outside of the Baltic Sea traffic area to ports on the White Sea in the North, to 11° W longitude in the west and the Mediterranean and its waters, but no further than to Suez.

[Kauppa-alussopimus, 21.3 Valtamerilisä]

Increased ocean allowance

1. If a ship operates exclusively between ports in North and/or South America and within the area limited to 30° W longitude in the east, 60° S latitude in the south and 170° W longitude in the west, the ocean allowance is increased by 125% for the time the ship operates within the area referred to hereinabove.
2. The increased allowance is paid starting from the day when the ship is within the area referred to hereinabove and starts loading for another port within the area to the day the ship departs from the last port within the area.

[Kauppa-alussopimus, 21.3.1 Korotettu valtamerilisä]

Large vessel allowance

On ships of at least 30,000 DWT, the basic wage of petty officers (boatswain, carpenter, pumpman, electrician and repairer, turner and donkeyman) is 2.5% higher and on ships of at least 80,000 DWT 5% higher than the corresponding wage scale rate.

[Kauppa-alussopimus, 21.4 Suuraluslisä]

Common duty

Employees employed for common duty are entitled to a basic wage increased by 10%. (Wage including the common duty allowance is stated in Appendix 1.)

[Kauppa-alussopimus, 21.5 Yleistoimi]

Qualification allowance for cook stewards

1. A cook steward with a chief steward's certificate is entitled to a basic wage that is 10% higher than the wage scale rate.
2. In addition to the above, a cook steward with a chief steward's certificate is entitled to a qualification allowance on top of the basic wage, as set out in Appendix 1.

[Kauppa-alussopimus, 21.6 Kokki-stuertin pätevyyslisä]

Steward's uniform allowance

1. If a uniform is worn, an allowance in accordance with Appendix 1 is paid on ships engaged in regular traffic. The use of a so-called patrol uniform [patrullipuku] or a similar piece of clothing does not entitle one to a uniform allowance.
2. If a steward is required to wear badges or insignia, the shipowner must provide them free of charge.

[Kauppa-alussopimus, 21.7 Stuertin pukuraha]

Shipowner allowance on passenger ships

The deck and engine-room ratings are paid a shipowner allowance in accordance with Appendix 1. (The shipowner allowance has been included in the wage scales in clause 20.4)

[Kauppa-alussopimus, 21.8 Varustamolisä matkustaja-aluksissa]

MISCELLANEOUS COMPENSATION TYPES

Stand-by compensation

1. If an employee is ordered to remain on board the ship during the employee's free time for stand-by duty pursuant to chapter 4, section 6 of the Seafarers' Employment Contracts Act or due to another related important reason, the employee is paid for each hour or part thereof the following compensation:

on a weekday 1/320 of the monthly wage and
on a holiday 1/160 of the monthly wage.

2. Instead of stand-by compensation, overtime remuneration is paid for work performed during the stand-by time. The employee should be notified of the stand-by duty well in advance before the end of regular working hours.

3. If an employee is ordered to come to the ship during the employee's free time to perform a duty, the employee receives for this a remuneration equivalent to two (2) hours of overtime work carried out on a weekday if the employee is not entitled to stand-by compensation pursuant to the provisions of the first paragraph hereinabove.

4. If a deck and engine-room rating on a cargo or passenger ship is ordered to be on stand-by duty during the employee's free time when the ship is at sea and is required to carry a pager, radiotelephone or some other similar technical device, the employee is compensated for the stand-by time as set out in the paragraph hereinabove.

[Kauppa-alussopimus, 22.1 Varallaolokorvaus]

Compensation for cargo handling

If a crew member, as an exception, participates in cargo handling, mooring and/or casting-off on board the ship, the employee is paid for each hour⁴⁾ of cargo handling a compensation that is 1/164 of the wage scale rate in addition to the regular wage. Winch operators are paid compensation for cargo handling if they operate winches during loading and unloading.

4) Application instructions: the parties state that their joint view is that compensation for cargo handling is always paid for full hours (30 May 2016)

[Kauppa-alussopimus, 22.2 Lastinkäsittelykorvaus]

Catering allowance

Cargo ships

1) Temporary passengers

1. If a cargo vessel temporarily carries passengers or visitors, the shipowner pays in accordance with Appendix 1 the following compensation to the chief steward, cook steward, cook, second cook and catering assistant if the transport of passengers or visitors caused additional work to them:

- 1) a basic allowance is paid for each passenger;
- 2) an additional allowance is paid for each passenger and each day.

A prerequisite for this stipulation is that the workload of the catering staff increases and the stipulation only applies to cargo ships which have no additional service staff for passengers or on which compensation for passengers is not already being paid to the staff.

2. Passengers or visitors are persons who are on board the ship for more than one day, including the crew's family members.

2) Temporary meal guests

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

[Kauppa-alussopimus, 22.3 Tarjoilukorvaus]

Passenger ships

When meals are temporarily served on a passenger ship to people other than crew members in the crew mess with the shipowner's/shipmaster's consent, the catering assistant is paid an allowance in accordance with Appendix 1 for each temporary diner and for each day regardless of the number of meals served. However, the allowance is not paid for maritime pilots, customs officers, security guards or the crew's family members.

[Kauppa-alussopimus, 22.3 Tarjoilukorvaus]

Night work compensation on cargo ships

On cargo ships, when the engine room is unattended, shift workers are paid night work compensation for work performed between 12 midnight and 4 a.m.

[Kauppa-alussopimus, 22.4 Yötyökorvaus rahtialuksessa]

Dirty work allowance

1. An employee is entitled to a dirty work allowance in accordance with Appendix 1 when the employee is required to clean or handle as part of the employee's duties an unusual amount of vomit, faeces, other similar secretions or blood. Nevertheless, remuneration set out in Appendix 1 is paid for each hour or part thereof for work that is carried out in order to clean, unclog and repair wastewater tanks and chutes and piping and that entails handling the aforementioned secretions or blood.

2. In such situations, the employee's supervisor must be contacted to determine whether the work in question is work that is subject to separate compensation as referred to hereinabove.

[Kauppa-alussopimus, 22.5 Likaisen työn korvaus]

Allowance for instructing trainees

If a trainee is working on the ship, a crew member providing direct instructions to the trainee must be appointed. In addition to the regular wage, the crew member receives compensation for each day of instruction in accordance with the wage appendix.

[Kauppa-alussopimus, 22.6 Korvaus harjoittelijan ohjaamisesta]

War risk zone allowance

If the ship operates in a war risk zone or an area that is deemed to be equivalent to a war risk zone, the provisions of the War Risk Agreement are applied. (Appendix 14)

[Kauppa-alussopimus, 22.7 Sodanvaaralisä]

CATERING STAFF'S SERVICE ALLOWANCE ON PASSENGER SHIPS

1. The service allowance that is paid is 3% of sales and food and beverages served on the ship, excluding alcohol sold by the bottle in the shop. The minimum service allowances are set out in Appendix 1.

2. The service allowance for making beds is paid in accordance with Appendix 1. This does not apply to cruise ships subject to a separate agreement between the Finnish Seamen's Union and the shipowner. The wage scale rates of cabin stewards/stewardesses or cabin cleaners include a service allowance for 20 beds per day.

3. The service allowance is paid only to members of the Finnish Seamen's Union and it is distributed among the catering staff in the manner separately agreed upon by the shipowner and the Finnish Seamen's Union. The service allowance does not include overtime remuneration.

4. The service allowances paid per work shift, as referred to in points 1 and 2 above, are taken into account when calculating annual holiday pay and sick leave pay.

[Kauppa-alussopimus, 23 Taloushenkilökunnan palveluraha matkustaja-aluksissa]

FRINGE BENEFITS

Meal and accommodation allowance

1. If meals and accommodation on board the ship are not arranged for an employee, the shipowner must provide the employee with similar benefits on shore or pay reasonable compensation equivalent to the value of such benefits. The euro amounts set out in Appendix 1 are deemed reasonable meal allowances.
2. Relevant accommodation expenses are reimbursed against an invoice.

[Kauppa-alussopimus, 24 Luontoisedut]

PAY CONDITIONS FOR SMALL TONNAGE VESSELS [C]

Wages

When paying wages or adjusting them, the employer must provide the employee with an itemisation that states the wage amount paid and how it was calculated.

[Kauppa-alussopimus, 25.1 Palkkaus]

Guaranteed wages

1. Tables of guaranteed wages for 1:1 and 2:1 rotation systems are included as Appendix 1.
2. The hourly overtime remuneration payable in cash for overtime worked on a weekday is at least 1/106 of the employee's monthly wage and at least 1/67 of the employee's monthly wage for overtime worked on a holiday.

[Kauppa-alussopimus, 25.1 Palkkaus]

Seniority allowances

1. The seniority allowance, equivalent to 4% of the guaranteed wage, is calculated after 3, 7, 10 and 13 years of service and, starting from 1 January 2002, after 16 years of service at sea (service refers to the total duration of the employment relationship). On ships registered in the EU or EEA member states and on foreign ships belonging to the shipowner, all years served in a crew position are taken into account when calculating an employee's seniority allowance entitlement. The time entitling to a seniority allowance is the period of service in coastal traffic or in longer distance traffic.
2. When calculating the period of service referred to in this agreement, shipowners with shared management and shipowners where one shipowner owns at least 51% of the other shipowner are deemed to be one shipowner.
3. The time entitling to seniority allowance also includes the time during employment when the employee has not been able to work due to the following reasons:
 - 1) annual holidays of other employees in the workplace;
 - 2) military reservist training or extraordinary military service if the employee has returned to work as soon as such hindrance ended;
 - 3) an interruption referred to in section 3, subsection 2, paragraph 3 of the Seamen's Annual Holiday Act;
 - 4) a medical examination referred to in the Occupational Health Care Act (1383/2001) or the Act on Medical Fitness Examinations of Seafarers (1171/2010) or ordered by the employer or as a result of any illness or accident;
 - 5) maternity leave, special maternity leave, paternity leave or parental leave referred to in the Seafarer's Employment Contracts Act;

- 6) municipal or other public elected position or appearance as a witness in a court of law which the employee had no right to refuse pursuant to the law or the refusal of which would only have been permitted for a special cause stated in legislation;
- 7) an order issued by the authorities to prevent the spreading of a disease;
- 8) travel required due to work if such travel days are not otherwise counted as working days for the employee;
- 9) for any other reasons if the employer is by law required to pay the employee remuneration for such time despite of the employee's absence; and
- 10) with the employer's consent, taking part in training required for work, but so that only 30 days at a time are counted as equivalent to working days.

[Kauppa-alussopimus, 25.1 Palkkaus]

Compensation for cargo handling

1. Work that is not considered part of the work that seafarers traditionally carry out in order to make a ship seaworthy is deemed to be cargo handling. Cargo handling also includes moving, securing, fastening or detaching cargo carried out in cargo holds when the ship is in port.
2. If a ship's crew member participates, in an exceptional case, in actual cargo handling or the connecting of refrigerated containers on board the ship, the employee receives 1/164 of the guaranteed wage for each hour⁵⁾ in addition to the regular wage.

5) Application instructions: the parties state that their joint view is that compensation for cargo handling is always paid for full hours (30 May 2016)

3. If a ro-ro ship's crew member participates, in an exceptional case, in cargo handling, fastening and/or detachment or the connecting of refrigerated containers on board the ship, the employee receives 1/164 of the guaranteed wage for each hour in addition to the regular wage.
4. All hours worked that are related to cargo handling must be separately documented in the records of working hours.
5. The crews on ships of members of the Finnish Shipowners' Association may, in exceptional cases, carry out the aforementioned cargo handling work, which has traditionally been performed by stowage workers. A prerequisite for this is that the applicable principles have been agreed in advance on the basis of the employees' consent with the unions representing the employees.

[Kauppa-alussopimus, 25.1 Palkkaus]

Ocean allowance and tanker and special-purpose vessel allowance

1. For ships engaged in ocean traffic, guaranteed wages are increased by 3%. Ocean traffic is defined as traffic outside the following boundaries: 11° W longitude, 30° N latitude and 45° E longitude.
2. If a ship operates exclusively between ports in North and/or South America and within the area limited to 30° W longitude in the east, 60° S latitude in the south and 170° W longitude in the west, the guaranteed wages are increased by 7% instead of the 3% specified in paragraph 1.
3. The above allowances are calculated based on the 0-table of the guaranteed wages table and added to the monthly earnings. The allowance is paid when an employee travels to the ship from Finland and when the employee returns from the ship to Finland; from the start of the day of departure until the end of the day of return.
4. The allowance referred to hereinabove is paid on all ships that have regular line service to overseas ports for the entire period of employment, but for no more than 20 days for a period during which the ship is not in operation due to repairs or other reasons.

5. On other ships travelling to overseas ports, the allowance is paid starting from the day when the ship departs from the last loading or unloading port in the European traffic area towards overseas ports and until the day the ship arrives at the first loading or unloading port in the European traffic area and for no more than for 20 days after this.

6. However, if a ship referred to hereinabove makes two or more continuous voyages in overseas traffic, the allowance is also paid as stated hereinabove for the time in port after returning from the first voyage. In this regard, repair and unrigging ports are comparable to loading and unloading ports.

7. The increased allowance is paid starting from the day when the ship is within the traffic referred to hereinabove, starts loading for another port within the area, until the day the ship departs from the last port within the area.

8. On tankers and special-purpose vessels transporting fuel oil, crude oil or lubricating oil and/or comparable substances or compressed or liquefied gases, gases dissolved under pressure, flammable liquids, substances that may self-ignite and create flammable gases when in contact with water, organic peroxides, oxidising substances, toxic substances, pollutants or other hazardous substances, employees are paid a tanker and special-purpose vessel allowance amounting to 10% of the guaranteed wage.

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

[Kauppa-alussopimus, 25.1 Palkkaus]

Catering allowance

If a small tonnage vessel temporarily carries passengers or visitors, the shipowner pays to the cook steward a daily compensation for such passengers and visitors in accordance with Appendix 1 if the transport of passengers or visitors caused additional work to the cook steward. The allowance is not paid for the crew's family members.

[Kauppa-alussopimus, 25.1 Palkkaus]

Temporary meal guests

When meals are served temporarily on small tonnage vessels with the shipowner's/shipmaster's consent, the cook steward is paid an allowance in accordance with Appendix 1 per person and per day regardless of the number of meals served. The allowance is not paid for maritime pilots, customs officers, security guards or the crew's family members.

[Kauppa-alussopimus, 25.1 Palkkaus]

Temporary post (change in work duties)

When an employee has temporarily held a post more senior than the employee's regular post, the employee is paid, for days off pursuant to the rotation system, the wage corresponding to the post the employee has held while earning the days off in question.

[Kauppa-alussopimus, 25.1 Palkkaus]

Wages of missing crew members

1. If the number of employees decreases during the voyage, the wage savings generated as a result during the time the ship is at sea is distributed among the remaining employees in proportion to the extent to which each employee's workload has increased. However, this does not apply if overtime remuneration has been paid for such work in accordance with the relevant stipulations.

2. This stipulation must also be applied when the vessel has been undermanned at the beginning of the voyage.

[Kauppa-alussopimus, 25.1 Palkkaus]

Fringe benefits

If meals and accommodation on board the ship cannot be arranged for an employee, the shipowner must provide for the employee with similar benefits on shore or pay to the employee reasonable compensation equivalent to the value of such benefits, with the minimum level nevertheless being as specified in the state's general principles concerning travel expense compensation.

[Kauppa-alussopimus, 25.1 Palkkaus]

War risk zone allowance

If the ship operates in a war risk zone or an area that is deemed to be equivalent to a war risk zone, the provisions of the War Risk Agreement are applied. (Appendix 14)

[Kauppa-alussopimus, 25.1 Palkkaus]

Allowance for instructing trainees

If a trainee is working on the ship, a crew member providing direct instructions to the trainee must be appointed. In addition to the regular wage, the crew member receives compensation for each day of instruction in accordance with the wage Appendix 1.

[Kauppa-alussopimus, 25.1 Palkkaus]

Wages when employment terminates

When employment ends, the last wage payable must be at the employee's disposal or available for withdrawal without delay, but no later than on the sixth (6) working day after the end of employment. In exceptional cases, when the wage is not known, for example, because all the information needed for calculating the wage sum is not available at the end of employment, the last wage must be at the employee's disposal or available for withdrawal no later than on the tenth (10) working day after the end of employment.

[Kauppa-alussopimus, 25.1 Palkkaus]

Meal and accommodation compensation included in the holiday compensation in short-term employment

When employment lasts for less than 14 days, the meal and accommodation compensation included in the holiday compensation is paid as follows:

1–3 days of employment	0.5 x meal and accommodation compensation
4–6 days of employment	1 x meal and accommodation compensation
7–9 days of employment	1.5 x meal and accommodation compensation
10–13 days of employment	2 x meal and accommodation compensation.

[Kauppa-alussopimus, 25.1 Palkkaus]

Definition of full pay

Full pay, as referred to in the Seafarers' Employment Contracts Act or another comparable act, means a wage that includes the guaranteed wage referred to in this collective agreement and all other allowances and compensation.

[Kauppa-alussopimus, 25.1 Palkkaus]

Allowance for meal preparation

If a crew member on a small tonnage vessel is required to cook for the crew, the crew member must receive compensation in accordance with the wage appendix. Compensation is only paid to one employee on the ship.

[Kauppa-alussopimus, 25.1 Palkkaus]

15. FINANCIAL SECURITY FOR REPATRIATION

The collective agreement includes no stipulations on financial security for repatriation.

16. FINANCIAL SECURITY RELATING TO SHIOWNERS' LIABILITY

The collective agreement includes no stipulations on financial security relating to shipowners' liability.

AVAILABILITY AND TRANSLATION OF THE COLLECTIVE AGREEMENT

1. The employer must make the collective agreement freely available to the employees on the ship's noticeboard.
2. An employers' association that is a party to the collective agreement must provide a copy of the agreement on paper and in electronic format to the ministry responsible for occupational health and safety and the related supervision within one (1) month from the signing of the agreement.
3. On ships engaged in international traffic, the collective agreement must also be available in English. The employers' association ensures that the collective agreement is translated to a sufficient extent into English and other working languages used on the ship.

[Kauppa-alussopimus, 26 Työehtosopimuksen nähtävänäpito ja kääntäminen]

VALIDITY

This agreement is valid from 1 March 2021 to 28 February 2023.

[Kauppa-alussopimus, 27 Voimassaoloaika]

CONTINUED EFFECT

In the Finnish judicial system, the terms of employment are determined even after the termination of the actual validity period in accordance with the terminated collective agreement until a new collective agreement takes effect or until terms and conditions have been agreed between the employer and employee. This procedure, which is called continued effect, has been established through the decisions of the Supreme Court of Finland.