

**COLLECTIVE BARGAINING AGREEMENT IN
FOREIGN TRAFFIC**

**PRINCIPAL AGREEMENTS
2025–2028**

SECOND ENGINEER OFFICERS

(CHIEF) ENGINEER OFFICERS

ELECTRO-TECHNICAL OFFICERS

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APPENDICES

See General Agreements

1. FRAME AGREEMENT ON THE WAGES AND TERMS AND CONDITIONS OF EMPLOYMENT OF ENGINE OFFICERS WHO SERVE ON BOARD VESSELS ENGAGING IN FOREIGN TRAFFIC

SCOPE

1. The Finnish Shipowners' Association on one side and the Finnish Engineers' Association on the other hereby enter into the following Collective Agreement on the wages and terms and conditions of employment of second engineer officers, (chief) engineer officers and electro-technical officers who are members of the Finnish Engineers' Association when working on board vessels engaging in foreign traffic owned by members of the Finnish Shipowners' Association falling within the scope of the Seamen's Working Hours Act (296/1979).
2. The provisions on marine working hours and holidays agreed upon between the relevant unions constitute part of this Agreement and can be found in the appended agreements.
3. The provisions of this Collective Agreement also apply when vessels surveyed for foreign traffic sail between ports in Finland.
4. The Agreement does not apply to work carried out on vessels falling within the scope of the Act on Working Hours on Vessels in Domestic Traffic (248/1982).

GENERAL

1. MANNING

1. Shipowners must consult with the Finnish Engineers' Association at the earliest possible stage on the number and qualifications of a ship's officers and crew to be taken on board newly built vessels and vessels acquired from abroad.

2. EMPLOYMENT CONTRACT

1. According to the Seafarers' Employment Contracts Act, an employment contract must be made in writing, which is the responsibility of the employer.
2. Fixed-term employment contracts may be concluded in accordance with 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 parties acknowledge that the purpose of this provision of the Collective Agreement 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.

3. WAGES

1. The basic wages of engine officers are stated in the wage appendix of this Agreement.

2. The wages referred to in the wage appendix are monthly salaries, which are based on a vessel's deadweight (DWT) or indicated power (kW), whichever is greater. If the vessel has two DWT records indicating capacity, the wages are based on the greater deadweight capacity, regardless of whether the vessel is operated as a closed vessel or not.

3. "DWT" refers to the vessel's load capacity in metric tonnes including the fuel when at Lloyd's Summer Free-Board, or if not available, a corresponding waterline indicator.

3.1 CALCULATION OF WAGES

1. During employment, an employee's wages are calculated and paid as monthly wages by calendar month. The wages are also calculated and paid as monthly wages for those calendar months that the employee has spent in full or in part on paid leave on shore. When employment in accordance with the Seafarer's Employment Contracts Act begins or ends in the middle of a calendar month, the wages for such months are calculated by dividing the monthly wages by 30 and multiplying the result by the number of days the employee has been employed during the month.

2. Employers are obligated to provide their employees with monthly statements that detail the amount of wages and how they were calculated.

3. When going on leave, engine officers have the right to request their holiday pay in advance, but nevertheless in compliance with regulations on tax withholding and other tax regulations.

4. 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.

5. When employment ends, the last wage payable must be at the employee's disposal or available for withdrawal 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 sum of the wage components 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.

6. The monthly wage statements provided to employees must indicate how many days of annual leave and holidays have not been taken by the employee.

3.2 BETTER EMPLOYMENT CONTRACT

1. If officers are enjoying a better wage or benefits other than those stated in this Agreement, these cannot be reduced based on this Agreement.

3.3 WAGES OF MISSING CREW MEMBERS

If, at the start of a voyage or during the voyage, the number of engine officers falls below the number specified in the minimum safe manning document, the actual savings gained by not hiring a replacement employee must be divided among the employees, in proportion to the increase in each

employee's workload. The wages of missing crew members are paid only in the event that the work has not already been compensated as overtime.

3.4 DEFINITION OF FULL PAY

Full pay, as referred to in the Seafarers' Employment Contracts Act or another comparable act, means the monthly earnings defined in the Collective Agreement or the guaranteed wage referred to in the Collective Agreement and all other allowances and compensation. The calculation of full pay does not account for such overtime hours, excluding those included in the guaranteed wage, which the employee is likely to do when working but fails to do due to absence from work.

4. ALLOWANCES

1. In addition to these basic wages, officers are entitled to the following allowances:

a) TRAINING AND DEGREE ALLOWANCE

Training allowance

1. A separate training allowance is paid to engineering students who are studying or have graduated from a university of applied sciences/polytechnic (or at some other equivalent institution of higher education in another EU country) and have obtained a Watchkeeping Engineer qualification. The amount of the allowance is stated in the wage table.
2. This allowance does not expire if the Watchkeeping Engineer obtains a higher qualification.
3. The allowance is paid for both time spent working and on leave.

Protocol entry

The separate training allowance paid for a Watchkeeping Engineer qualification is also paid to those who have completed an engineering degree, if they have obtained the qualification in question in 2004 or thereafter. This allowance does not expire if the Watchkeeping Engineer obtains a Chief Engineer's qualification.

Degree allowance

1. (Chief) engineer officers who have completed engineering degrees at a university of applied sciences/polytechnic are paid a separate degree allowance monthly. The amount of the allowance is stated in the wage table.
2. The allowance is not paid to (chief) engineer officers if they are receiving the YKK competency allowance in accordance with the wage table. Nor is the allowance paid to second engineer officers.
3. The allowance is paid for both time spent working and on leave.
4. The degree allowance is granted to all EU citizens who can show that they have a degree equivalent to the Finnish education system (university of applied sciences/polytechnic).

The provisions on the training and degree allowances also apply to electrical engineers.

b) EXPERIENCE ALLOWANCE

1. Officers (second engineer officers, (chief) engineer officers and electro-technical officers) are paid 5% of their basic wages as experience allowance after 2, 4, 6, 8, 11 and 14 years of service as a marine officer. When calculating the length of service that entitles employees to experience allowances, time served as an officer under any flag and time served in the Finnish Navy and Finnish Coast Guard as an officer will be included, as will time served in vessels of more than 750 kW in propulsion power that are in domestic traffic in terms of new employees. Time served with the same shipowner as a crew member is included in full when calculating experience allowances.

2. For the purposes of this Agreement, ship/marine service in terms of the different employee groups refers to service in domestic traffic in coastal or longer distance traffic or time served in international traffic under different flags.

Prior to the beginning of an employment relationship, employees are obligated to provide their employer with information on the periods of service entitling them to experience allowances. They must also prove the accuracy of this data within 30 days as of the beginning of the employment relationship with Traficom's record of seagoing service.

3. An employee must provide reliable documentation on prior service overseas.

4. If the employment of an officer is terminated due to issues beyond their control, such as a shipowner's bankruptcy, the shipowner going out of business, transferring its business or for reasons stated in Chapter 12, section 4 of the Seafarer's Employment Contracts Act, the officer is entitled to have the experience allowances that were effective when their employment was terminated to be taken into account in their new employment relationship.

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

- 1) the annual holidays of the workplace's other employees;
- 2) reservist training or extraordinary military service if the employee has returned to work as soon as the hindrance of this kind has ended;
- 3) an interruption referred to in section 3, subsection 2, paragraph 3 of the Seamen's Annual Holidays 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 an illness or accident;
- 5) a pregnancy leave, special pregnancy leave or parental leave provided for in the Seafarer's Employment Contracts Act;
- 6) a 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 by work if such travel days are not otherwise counted as working days for the employee;

- 9) any other reasons if the employer is by law required to pay the employee remuneration for such time despite the employee's absence;
- 10) with the employer's consent, taking part in training required for work, nevertheless in such a way that only 30 days at a time are counted as equivalent to working days.

c) OCEAN ALLOWANCE

1. Officers working on board ocean-going vessels are paid a monthly ocean allowance in accordance with the wage appendix. The allowance is paid on board a) all vessels that operate in regular liner traffic to overseas ports, for the entire duration of service, but for no more than 20 days for a period during which the vessel is not in operation or for another reason; b) other vessels sailing to overseas ports, starting from the day when the vessel departs the last loading or unloading port in the European traffic area and heads to an overseas port or the crew picks up a new vessels for the shipowner from a port outside of Europe and until the day the vessel arrives at the first loading or unloading port in the European traffic area and for no more than 20 days after this. However, if a ship referred to hereinabove makes two or more continuous voyages in overseas traffic, the allowance is also paid as stated hereinabove for the time in port after returning from the first voyage. In this regard, repair or unrigging ports are comparable to loading and unloading ports.

Protocol entry:

Unrigging

1. Unrigging is explained as follows: if a vessel that has a hired crew remains inactive for more than 14 days, the vessel is considered to have arrived at an unrigging port.

Traffic areas

1. 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 Suez.
2. The aforementioned allowance must also be paid based on the grounds specified in point b) if a vessel operating in the Arctic Ocean has arrived at a port east of 45° E longitude.
3. 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 aforementioned area.
4. The increased allowance is paid starting from the day when the ship is within the above-mentioned traffic area and begins loading for another port within the area and continues until the day the ship departs the last port within the area.

d) WAR RISK ZONE ALLOWANCE

1. If the vessel 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. (See appended agreement.)

e) OCCUPATIONAL SAFETY AND HEALTH MANAGER ALLOWANCE

A separate fixed allowance, the amount of which is indicated in the wage table, is paid to the engine officer performing the duties of the vessel's occupational safety and health manager as referred to in occupational safety and health legislation.

5. FRINGE BENEFITS

1. In instances where sufficient room and board cannot be arranged for the officers, similar benefits must be arranged on land, or reasonable compensation equal to the value of these benefits is to be paid by the shipowner.
2. The amounts considered reasonable compensation in Finland and abroad are stated in the wage appendix. Relevant accommodation expenses are reimbursed against an invoice.
3. When an officer is entitled to subsistence under the Seafarers' Employment Contracts Act and the officer is not treated in a hospital, compensation is paid in accordance with the wage appendix as subsistence.
4. During leave, meals and accommodation are compensated for in accordance with the wage appendix.
5. When an employee who is prevented from carrying out their work duties due to an illness, injury or accident, they are entitled to compensation in kind, although for no more than 42 days, even if they return home. However, no compensation is paid for any period during which the employee is being cared for in a hospital.

6. ANNUAL HOLIDAY

1. Annual holiday is accrued in accordance with the Seamen's Annual Holidays Act (433/1984).
2. Employers must negotiate on the dates of annual leaves together with each employee in accordance with the Seamen's Annual Holidays Act. The date of an annual leave indicated on a duty roster may not be changed without the relevant employee's consent except for a justified reason. An overdue annual leave cannot be split up without the employee's consent. Rather, the accrued annual leave must be granted as an uninterrupted period.
3. If, when calculating the length of an annual leave, the number of days does not reach a whole number, a part of a day must be given as a full day of leave. If an employee is paid a holiday compensation equivalent to their holiday pay at the end of their employment relationship and if the number of days does not reach a whole number, a part of a day must be counted as a full day of leave.

7. OPERATIONS SUPERVISOR

On vessels fitted with steam boilers for which the operations supervisor and their deputy appointed in accordance with the Pressure Equipment Act are required to hold a regulatory certificate, a compensation in accordance with the wage appendix is paid to the operations supervisor. The

compensation is paid to one appointed operations supervisor per shift. When the appointed operations supervisor is not on duty, the compensation is paid to their deputy on the same basis.

OTHER GENERAL PROVISIONS

8. BEDDING AND LINEN

1. Terms of employment include free meals and complete bedding and cabin linen, including two towels. Dirty linen is replaced when necessary, but no less frequently than every 14 days, and towels and pillow cases are replaced weekly.

9. CLEANING OF CABINS

1. On vessels that have two or more catering personnel members, the caterers see to the daily cleaning of the officers' cabins and other areas. On vessels with not enough catering personnel, such work is carried out during the working hours included in the guaranteed wage. If the work referred to above cannot be carried out during the working hours included in the guaranteed wage, it must be performed as overtime work. If the masters and second engineer officers have a general wage in the guaranteed wage system, a corresponding compensation must be agreed on a shipowner-specific basis. This will not change any existing practice.

10. CABINS OF OFFICERS

1. The cabins of a vessel commissioned for a Finnish shipowner must be designed so that they, at minimum, meet the requirements set out in the Act on the Working and Living Environment and Catering for Seafarers on Board Ships (395/2012). Shipowners must present the accommodation plans for vessels of this kind to the officer unions.

Protocol entry:

1. If a shipowner does not respond to requests from officers to repair officer accommodations when such repairs are deemed necessary and can be implemented without unreasonable cost, the issue is to be resolved between the unions. The employer unions undertake to request a written response from the shipowner in question if the repairs have not carried out within a reasonable period of time.

11. INSURANCE AND PROPERTY

11.1 LEISURE TIME ACCIDENT INSURANCE

1. Shipowners are obligated to insure a seafarer for an accident that occurs during the seafarer's leisure time and in the context of the vessel's sporting activities under the same conditions as provided by the law in the event of an accident at work. In this case, leisure time also covers time off and seafarers' annual leaves pursuant to the Seamen's Annual Holidays Act. Shipowners are also obligated to take out a supplementary leisure time insurance for their crews which covers any injury caused to a seafarer intentionally by a third party, provided that the injured party has not through their own actions conclusively contributed to the event which caused the injury. In the event that a shipowner has failed to comply with these obligations, the shipowner is nevertheless responsible for

ensuring that the seafarer or their dependant receives the compensation for accidents provided for herein.

11.2 LIFE INSURANCE

1. Shipowners are responsible for ensuring that life insurance pursuant to laws and agreements has been taken out for their engineer officers.

11.3 REIMBURSEMENT FOR PERSONAL PROPERTY

1. The Ministry of Economic Affairs and Employment's Decree (721/2009), and any subsequent amendments to it, on reimbursing an employee for personal property lost in shipping incidents, must also be followed when such property is lost due to a fire on board the vessel or in connection to piracy and when the loss occurs as the result of a shipwreck-related accident.

12. 50th AND 60th BIRTHDAYS

1. An employee whose employment has continued uninterrupted for at least three (3) years is entitled to one (1) extra day of paid leave on the occasion of their 50th and 60th birthday. The same benefit may be granted to an employee who has served on board a vessel in the Finnish merchant fleet for at least five (5) years, provided that their employment has continued for an uninterrupted period of six (6) months immediately prior to the birthday.

12a. APPEARING BEFORE A COURT AS A WITNESS

1. If an employee has to attend a trial or police questioning as a witness designated by the employer, the time spent on this is counted as working time.

2. In such a case, the working hours include the time spent preparing for a trial or questioning and in the travel. If the witness is required to travel to the place of the trial or questioning, the employee is paid all reasonable expenses incurred as a result, including reasonable meals. The employee is reimbursed for such costs against receipts.

13. SUDDEN ILLNESS, FUNERAL OR EMPLOYEE'S OWN WEDDING

1. In the event of a sudden illness of a family member, an employee is entitled to a short temporary paid leave, up to a maximum of three days. A similar leave is also be granted to an employee for attending the funeral of a close relative or their own wedding, but for a maximum of two days.

2. In the situations referred to in this section, the leave is granted on condition that it is feasible in each case, considering the nature of the tasks of the employee in question.

3. The term “close relative” means an employee’s spouse or cohabiting partner, registered partner, children, the children of their spouse or cohabiting partner, a registered partner’s children, and the employee’s parents and grandparent as well as the parents of an employee’s spouse, cohabiting partner or registered partner, and the employee’s siblings.

13a. CARE OF A SEVERELY ILL CHILD

1. An employee whose child has a serious illness or disability as referred to in Chapter 10, section 2, subsection 3 of the Health Insurance Act (Government Decision 1335/2004), has the right to be absent from work to participate in the care, rehabilitation, or care guidance of a child, after having agreed on the absence with the employer in advance.

14. SICK LEAVE, PREGNANCY LEAVE AND PARENTAL LEAVE

1. An employee who is prevented from carrying out their work duties due to an illness, injury or accident is entitled to sick pay for no more than 60 days during the period the employee is prevented from working, a master for no more than 90 days. If the same illness recurs within a maximum of 30 days as of the last day on which sick pay was paid, the sick pay’s payment will resume provided that the 60-day or 90-day sick pay period pursuant to the Seafarers’ Employment Contracts Act has not run out for this illness.

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

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

An employee who has been given parental allowance days in accordance with chapter 9 section 7 of the Health Insurance Act does not have right to paid parental leave.

15. REPATRIATION OF REMAINS

1. The repatriation of the mortal remains of an employee who has died in foreign traffic is arranged and paid for by the shipowner in accordance with the Seafarers’ Employment Contracts Act.

16. TRAVEL REIMBURSEMENT (travel at the employer’s expense)

1. Travel arrangements should be discussed with the employer prior to travel.

2. As regards trips at the expense of the shipowner, engine officers are entitled to travel in the first or equivalent class when travelling by rail or ship and in economy or an equivalent class when travelling by plane, as well as by express coach.

3. Relevant travel expenses are reimbursed based on an invoice. Taxi fares are reimbursed for travel between bus or train station or airport and port if no public transport is available or when having to travel during a time of day when public transport is not available.

4. For air travel, the employer pays the baggage charges up to 30 kg. The charge for any weight exceeding 30 kg is paid by the employee.

5. Employees can use their own car for commuting. Kilometre allowances are paid in accordance with the Finnish Tax Administration's valid guidelines, but nevertheless in such a way that the compensation per kilometre is two-thirds of the maximum amount determined by the Tax Administration.

17. HOLIDAY TRAVEL

1. An employee returning to work after an annual holiday, compensatory free time or sick leave is entitled to reimbursement by the employer for a train, bus or a reduced-price air ticket for the return journey from their place of residence in Finland or, if the employee resides abroad, for the same in terms of the return journey from the border crossing point to the vessel. When a reduced price for the airfare is not available, the employee is reimbursed for an economy class airfare. If the journey has to be interrupted because it cannot be carried out continuously, and if the employee has to find overnight accommodation as a result, the employer pays for the cost of the overnight accommodation.

2. Unless the employer and an employee have made some other agreement in advance, a seafarer, other than a passenger vessel employee, returning to work after an annual holiday, compensatory free time or a sick leave is reimbursed for the taxi fare between the bus terminal, railway station or the airline city terminal (or airport if that is closer) in the place where the employee is returning to work and the port or the employee's home in their place of residence in the following situations:

- there is no public transport connection between the two; or
- the employee has been asked to return to the vessel at a time of day when no public transport is available.

3. Taxi fares are only reimbursed based on receipts and as indicated in the wage appendix per taxi journey.

4. Employees can use their own car. Kilometre allowances are paid in accordance with the Finnish Tax Administration's valid guidelines, but nevertheless in such a way that the compensation per kilometre is two-thirds of the amount determined by the Tax Administration for journeys between home and work. If the length of the work trip is over 350 kilometers, the use of own car must be agreed in advance with the employer.

5. The travel expenses of a temporary replacement worker from their place of residence to the vessel and back, once the employment relationship ends, are paid by the employer (home-vessel-home) (substitutions lasting less than six months). However, where fixed-term work involves rotation, only the final journey home is paid for. During the travel period, the replacement worker is entitled to one (1) reasonably priced meal paid for by the employer for each period of six (6) hours spent on the journey. The costs are reimbursed against receipts.

6. During the travel period, the employee is entitled to one (1) reasonably priced meal paid for by the employer for each period of six (6) hours spent on the journey. The employee is reimbursed for the cost of a meal against receipts.

18. POSTPONEMENT OF CREW CHANGES

1. If the date of a crew change has to be postponed to prevent possible undermanning and provided that there is a very weighty reason for this, such as the unreasonable expense of interrupting the vessel's voyage or a risk to maritime safety, the shipowner and the employee whom the postponement concerns should endeavour to agree on the arrangements related to the postponement of the change date and any compensation. If the change date has to be postponed, the replacement is carried out at the next port in European traffic, but no later than within seven days, and in long-haul traffic outside Europe, no later than within 14 days, nevertheless subject to the provisions of the manning agreement.

19. TRAVEL DOCUMENTS

Employers are obligated to reimburse employees for the cost of obtaining travel documents such as a passport, seaman's passport and a visa against receipts.

20. TRANSFER OF VESSEL AND REFLAGGING

If the shipowner transfers the vessel or changes its flag state and if the procedure leads to a situation where the employer has grounds for terminating an employment contract in accordance with Chapter 8, section 3 of the Seafarers' Employment Contracts Act, a sufficiently long transition period allowing for the employees' re-employment must be agreed on in the cooperation negotiations between the shipowner and its employees.

If these negotiations do not lead to a satisfactory outcome for the shipowner and the employees, the matter is referred to the collective bargaining parties.

The collective bargaining parties may also negotiate on measures to improve the shipowner's profitability so that the transfer of the vessel or the change of its flag could be avoided, if either of the parties to the negotiations so requests in the situation described above.

If the vessel continues to operate in the same traffic and if an employee continues to work on the vessel after a transfer or a change of flag, the transferor is responsible for paying the employee wages for the period of notice that is at least the amount specified in the collective agreement between the parties.

If an employee does not continue to work on a vessel after its transfer or reflagging and if the transferor does not have a job corresponding to the employee's occupation to offer to the employee for the duration of the period of notice, and if the employee moves into the service of a third employer during the period of notice and is therefore no longer available to the employer/transferor, the employee is nevertheless entitled to wages for the entire period of notice, provided that they have notified the transferor of the new employment before the transferor has notified them of a possible substitutive job.

21. WAITING PERIOD

1. An officer is entitled to receive compensation for meals and accommodation in accordance with section 4 of the Frame Agreement for any waiting time caused by the transfer, as well as the basic wages and experience allowances that the officer received on the vessel from which they transferred. If the transfer is of a temporary nature, the waiting period wages must comply with what is stated in subsection 3 of this section.
2. For the duration of the waiting period during which the officer is receiving wages in accordance with this section, the officer is required to perform other officer duties comparable to their own if asked to do so.

22. DOCKING

1. Dockings other than the annual docking of vessels and the terms of employment and wages to be applied in such situations should be discussed with the vessel's engine officers before the docking begins. The negotiations should pay particular attention to those who are not otherwise entitled to overtime pay in terms of their wages.

23. PARTICIPATION IN UNION ACTIVITIES

1. If a member of the Finnish Engineers' Association is elected a member or a deputy member of the Board of the Finnish Engineers' Association or STTK, the employer must, where possible without causing difficulty, grant the elected employee unpaid leave from work so that they can travel to the necessary meetings.
2. In each individual case, an agreement may be made with the employee in question to deduct the leave granted from previously earned compensation or other free time. The use of annual holidays is also possible.
3. Any travel expenses incurred by the person referred to in the first subsection are borne by the unions.

24. NEGOTIATION PROCEDURE

24.1 NEGOTIATIONS BETWEEN THE PARTIES

1. If local attempts to settle disputes arising from the implementation of this Collective Agreement have failed, the organisations that are signatories to this Agreement will, for example in accordance with the procedure referred to in the shop steward agreement, when either side so requests, attempt to settle the disputes through negotiations. The organisation representing the party that considers a settlement necessary presents to the other party a justified written proposal, to which the other party must respond in the same manner without delay.

2. If either party to the Agreement considers the other party to be in clear breach of this Agreement or the provisions concerning seamen, no other measures are to be taken before the relevant signatory organisations have attempted to reach an understanding through negotiations.
3. If a dispute arising out of the application or interpretation of this Agreement has not been settled by negotiation, it must be referred to the Labour Court.
4. If the issue in question does not fall within the competence of the Labour Court, the matter must be referred to a five-member arbitral tribunal, composed in the manner stated below, for proceedings and a final decision.

24.2 PRINCIPLE OF CONTINUOUS NEGOTIATIONS

1. If one of the parties to this Collective Agreement wishes to initiate a process for amending or supplementing the Agreement, it must present to the other party a justified written proposal to which the other party must respond in the same manner, in writing, without delay.
2. If the parties reach an agreement on amending or supplementing the Agreement, the amendment may enter into force in a manner agreed on by the parties despite the fact that the Collective Agreement's period of validity has not expired.
3. In other respects, the negotiation procedure between the parties is subject to the provisions on the order of negotiations laid down in this Agreement.
4. The above provisions do not change the commitment to labour market harmony between the parties in accordance with the Employment Contracts Act. Thus, if negotiations in accordance with the principle of continuous negotiations are inconclusive, it does not mean that the validity of the Collective Agreement provision which the proposed amendment concerned has expired, nor does it mean the cancellation of the related commitment to labour market harmony.

25.3 ARBITRAL TRIBUNAL

1. For each separate case under dispute, both of the parties to this Collective Agreement select two members for arbitration. The chairperson is a person appointed by the arbitral tribunal or, if no unanimity on the appointment can be reached, a person appointed by the National Conciliator. For each separate case, the arbitrators determine whether one of the parties must pay the costs incurred by the arbitration meetings and proceedings in full or in part together with the other party and whether a party to the dispute should be obligated to compensate the legal costs of the counterparty and to what extent.
2. Applying this Agreement and the Collective Agreements Act, the arbitrators must consider and resolve the matter in accordance with what is provided in the valid Arbitration Act.

26. VALIDITY

1. This Collective Agreement is valid as is agreed on the validity of the collective agreement in the latest collective agreement protocol between the parties.

Finnish Shipowners' Association (FSA)

Finnish Engineers' Association (Suomen Konepäällystöliitto – Finlands Maskinbefälsförbund ry)

2. AGREEMENT SUPPLEMENTING THE FRAME AGREEMENT ON THE WAGES AND TERMS AND CONDITIONS OF EMPLOYMENT OF SECOND ENGINEER OFFICERS WHO SERVE ON BOARD VESSELS ENGAGING IN FOREIGN TRAFFIC

SCOPE

1. In addition to the Frame Agreement, the following supplemental provisions apply to the terms and conditions of employment of second engineer officers who are members of the Finnish Engineers' Association and employed to work on board of vessels belonging to members of the Finnish Ship-owners' Association engaged in foreign traffic.

1. WAGES

1. The basic wages of second engineer officers are stated in the wage appendix of this Agreement.

2. ALLOWANCES

a) 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 paid on board tanker vessels transporting compressed, liquid or liquefied gases, 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. When the vessel is in port, the allowance is paid for no more than 20 days after arriving in port. However, the allowance is always paid for the time when the vessel is fully or partially loaded and has to remain in port and/or roadstead.

b) REEFER ALLOWANCE

1. On specialty refrigeration vessels, second engineer officers are paid a reefer allowance, which is 10% of basic wages. On vessels that have a refrigeration capacity exceeding 20,000 j3, second engineer officers are paid an allowance of 5% of basic wages.

2. This provision does not apply if there is a refrigeration engineer on board who does not participate in keeping watch.

Protocol entry: On vessels that are not specialty refrigeration vessels, only the refrigerated cargo capacity is considered to determine the amount of the allowance.

c) LIQUEFIED GAS ALLOWANCE

1. On specialty liquefied gas vessels, second engineer officers are paid a liquefied gas allowance, which is 5% of basic wages. This provision does not apply when there is a refrigeration engineer on board who does not participate in keeping watch.

(d) ALLOWANCE FOR OPERATING OUTSIDE EUROPE

1. Second engineer officers serving on board vessels that operate between ports outside Europe are paid a 10% increase of their basic wages for the time the vessel is in the aforementioned traffic area and the second engineer officer serves on board.
2. This allowance is paid starting from the day on which the vessel begins loading in the first port outside Europe or departs the aforesaid port with ballast to another port outside Europe, to the day on which the vessel is unloaded in the last port outside Europe. This provision of the Collective Agreement applies to Arctic traffic to the east of 40 degrees longitude and on the Northern Sea Route, unless otherwise agreed with the relevant shipowner.

e) FIRE CHIEF ALLOWANCE

1. Second engineer officers who serve as fire chiefs on board of the vessel and are responsible for the fire safety equipment are paid a monthly allowance in accordance with the wage appendix. This is what is referred to as a fixed allowance.

f) CLASSIFICATION ALLOWANCE

1. Second engineer officers who have been granted by a classification association the right to issue specific classifications on machinery are compensated for the classifications they complete in accordance with the wage appendix per machine and an approved report.

g) HANDHELD FIRE EXTINGUISHER INSPECTION ALLOWANCE

1. Second engineer officers who have been granted by the Finnish Transport Safety Agency (Trafi) the right to perform handheld fire extinguisher inspections are compensated for the inspections they complete in accordance with the wage appendix per extinguisher and an approved report.

3. ANNUAL HOLIDAY

1. In addition to the provisions on the annual holidays of second engineer officers in the Frame Agreement, the following applies:
2. Second engineer officers are entitled to an annual holiday equal to 36 working days and to three days of holiday pay per month.

4. SECONDMENT

1. Where a second engineer officer in a permanent employment relationship is seconded to the same shipowner's vessel of a lower pay grade than that on which they were earlier, they are paid according to the vessel to which they have been seconded.
2. If the secondment of a second engineer officer in a permanent employment relationship becomes topical, both parties must agree on it.

3. Where a second engineer officer is temporarily seconded to another vessel of the same shipowner, the wages they receive in their capacity as a substitute may not be less than the wages they receive for their permanent job, including seniority allowances, for the first three months.

5. SECOND ENGINEER OFFICER WITHOUT WATCHKEEPING DUTIES

1. A second engineer officer without watchkeeping duties may not keep regular watch on a vessel powered by main propulsion machinery of more than 3,000 kW or with (chief) engineer officers. If the second engineer officer is obligated to carry out watchkeeping on board the vessel, compensation for this increased work must be paid to the employee in a manner agreed between the shipowner and the employee. If the parties cannot reach an agreement over the compensation, the matter is brought before the shipowner and the Finnish Engineers' Association for resolution. At least work divided into watchkeeping shifts of at least 24 hours is considered regular watchkeeping.

6. STAND-BY DUTY

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 another related important reason, the employee is paid the same euro-denominated compensation as (chief) engineer officers. The employee should be notified of the stand-by duty well in advance of the end of regular working hours.

2. The employee must be notified of the stand-by duty verifiably prior to the end of regular working hours.

7. VALIDITY

1. This Agreement remains in force in the same manner as the valid Frame Agreement between the parties.

3. AGREEMENT SUPPLEMENTING THE FRAME AGREEMENT ON THE WAGES AND TERMS AND CONDITIONS OF EMPLOYMENT OF (CHIEF) ENGINEER OFFICERS AND ELECTRO-TECHNICAL OFFICERS WHO SERVE ON BOARD VESSELS ENGAGING IN FOREIGN TRAFFIC

SCOPE

1. In addition to the Frame Agreement, the following supplemental provisions apply to the terms and conditions of employment of (chief) engineer officers and electro-technical officers who are members of the Finnish Engineers' Association and employed to work on board of vessels belonging to members of the Finnish Shipowners' Association engaged in foreign traffic.

1. WAGES

1. The wage tables of (chief) engineer officers and electro-technical officers are stated in the wage appendix of this Agreement.

2. The basic wage of a (chief) engineer officer with a chief engineer's qualification is 5% higher than the basic wage set out in the table in the wage appendix.

3. The wage of an electro-technical officer corresponds to the wage table of chief engineer officer without watchkeeping duties.

2. ALLOWANCES

a) 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 paid on board tanker vessels transporting compressed, liquid or liquefied gases, 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. When the vessel is in port, the allowance is paid for no more than 20 days after arriving in port. However, the allowance is always paid for the time when the vessel is fully or partially loaded and has to remain in port and/or roadstead.

b) UNIFORM ALLOWANCE

1. A monthly allowance pursuant to the wage appendix is paid to a vessel's engine officers, including the electro-technical officers, on board a vessel engaged in regular service where a uniform is worn. The use of a so-called patrol uniform or a similar piece of clothing does not entitle one to a uniform allowance.

2. When an employer requires engine officers to wear a specific type of uniform, the uniform is to be maintained by the employer. A uniform refers to a coat, trousers and shirt.

c) WATCHKEEPING ALLOWANCE

1. During a watch specified in section 3, subsection 1 of the Seamen's Working Hours Act, a watchkeeping employee on marine watch during evening and night hours earns watchkeeping allowance as follows:

- 1) on cargo vessels, a (chief) engineer officer receives, for each watchkeeping hour between 18:00 and 06:00, 13 minutes of compensation and;
- 2) on passenger vessels, a (chief) engineer officer receives compensation for evening shift hours (18:00–24:00) and night shift hours (00:00–06:00) in accordance with the wage appendix.

d) LIQUEFIED GAS ALLOWANCE

1. On specialty chemical and liquefied gas vessels, (chief) engineer officers are paid a liquefied gas allowance, which is 5% of basic wages. This provision does not apply when there is a refrigeration engineer on board who does not participate in keeping watch.

e) REEFER ALLOWANCE ((chief) engineer officers)

1. On specialty refrigeration vessels, (chief) engineer officers are paid a 10% reefer allowance. This provision does not apply when there is a refrigeration engineer on board.

f) MAINTENANCE ALLOWANCE ((chief) engineer officers and electro-technical officers)

1. For maintenance activities, (chief) engineer officers and electro-technical officers are paid a monthly maintenance allowance in accordance with the wage appendix. This allowance is what is referred to as a fixed allowance.

f) PREVENTIVE MAINTENANCE ALLOWANCE ((chief) engineer officers and electro-technical officers)

1. On vessels that are equipped with machinery and alarm systems that allow the engine room to be unmanned, (chief) engineer officers and electro-technical officers without watchkeeping duties are paid a monthly allowance in accordance with the wage appendix. The allowance is not paid for the days for which the (chief) engineer officer receives a watchkeeping allowance.

h) ROPAX ALLOWANCE

1. The cargo vessel wage tables continue to be valid for ro-ro vessels registered as passenger vessels that transport less than 70 passengers. If a vessel of this type transports 70 or more passengers but less than 300 passengers, the lowest wage table (0–3 years) is applied exclusively. However, if a vessel of this type transports 300 or more but less than 500 passengers, the two lowest wage tables (0–3 years and 3–5 years) are followed. If a vessel of this type transports 500 or more passengers, all passenger vessel wage tables are used.

(i) ISPS ALLOWANCE

A separate allowance in accordance with the wage table is paid to officers discharging security officer duties in accordance with the ISPS code. The allowance is not paid on vessels with an officer or (chief) engineer officer who has been specifically hired for the duty and does not take part in watchkeeping.

(j) ALLOWANCE FOR DIRTY WORK

An employee is entitled to an allowance for dirty work 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. Compensation in accordance with the wage appendix is paid for each hour or part thereof for work that is carried out in order to clean, unclog and repair wastewater tanks, pumps and piping and that entails handling unusual amounts of the aforementioned secretions or blood. Whether the work entails a separate allowance must be clarified with the supervisor before the work begins.

(k) CARGO HANDLING ALLOWANCE

If a member of a vessel's engine officers, as an exception, participates in cargo handling, mooring and/or casting-off on board the vessel, they are paid for each hour of cargo handling a compensation that is 1/164 of the table wage in addition to their regular wages.

3. STOP TURN

1. When a (chief) engineer officer is ordered to remain on board the vessel when in port after regular working hours (stop turn), compensation is paid per stop turn in accordance with the wage appendix.
2. The time between Saturday afternoon and Monday morning includes two stop turns, and two consecutive public holidays or Sundays include four stop turns. When the vessel is in port for a so-called extended weekend, the time between Friday night and Monday morning includes four stop turns, two of which are considered working day turns and two of which are public holiday or Sunday stop turns.
3. If the (chief) engineer officer on stop turn is working overtime throughout the stop turn shift, no stop turn compensation is paid. Nor is stop turn compensation paid if the (chief) engineer officer is ordered to remain on board due to the provisions in section 10 of the Seamen's Working Hours Act.
4. One (chief) engineer officer must always be available on a vessel in service. In special circumstances, the shipmaster may grant exceptions to this rule at the request of the (chief) engineer officer.

4. 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 another related important reason, the employee is paid for each hour or part thereof 1/320 of their monthly wages in money for working days and 1/160 of their monthly wages in money for public holidays and Sundays. 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 of the end of regular working hours.
2. 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 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.
3. The employee must be notified of the stand-by duty verifiably prior to the end of regular working hours.

5. (CHIEF) ENGINEER OFFICER WITHOUT WATCHKEEPING DUTIES

1. A (chief) engineer officer without watchkeeping duties means a day engineer whose work is not divided into watchkeeping shifts.
2. If a day engineer assumes watchkeeping duties, compensation for the first day is equal to what has been agreed on with regard to regular working hours.
3. When a vessel leaves port or arrives in port on a Saturday, a Sunday or a public holiday, the compensation is given as free time for time at sea and as overtime for time in port.

WORKING HOURS OF (CHIEF) ENGINEER OFFICERS AND ELECTRO-TECHNICAL OFFICERS WITHOUT WATCHKEEPING DUTIES

1. The regular working hours for days at sea and the days of departure and arrival is 8 hours in a 24-hour period on regular working days, Sundays and public holidays. (Chief) engineer officers and electro-technical officers are entitled to work 8 hours on the aforementioned days, unless otherwise provided by the rest period regulation.
2. The working hours of day engineers and electro-technical officers follow the general day worker schedule, e.g. 07:00–16:00 or 08:00–17:00.
3. On board vessels where (chief) engineer officers' working hours are not divided into watchkeeping shifts, the (chief) engineer officer on call earns 20 minutes of free time for each hour of on-call shift or part thereof at sea.
4. The on-call compensation is also paid for meal and coffee breaks. One or two half-hour coffee breaks add up to one hour or part thereof.
5. On-call shifts are to be conducted as follows:
 - a) on vessels with two engineer officers, the second engineer officer and chief engineer officer both assume on-call shifts.
 - b) on ships with more than two engineer officers, the second engineer officer does not participate in on-call shift rotation.

Protocol entry:

1. The on-call shift rotation is active during days at sea and days of departure and arrival.
2. In addition to the chief engineer officer, another chief engineer officer without watchkeeping duties can be hired on board, if the latter has second engineer officer certification for at least a similar vessel.
3. Whenever possible, additional persons can be employed on board the vessel as (chief) engineer officer students, if they have earned at least a watchkeeping engineer's qualification.
4. On vessels that have more chief engineer officers than required by the manning provision, the basic wages of the chief engineer officers are to be one wage group higher than that of a watchkeeping

chief engineer officer on a similar vessel (does not apply to electro-technical officers).

6. SECONDMENT

1. If a permanently employed (chief) engineer officer or electro-technical officer is promoted or seconded to a vessel of the same shipowner that belongs to a higher group, the wages paid to the officer in the new position must at least equal the wages paid in the previous position, including seniority allowances, regardless of whether the position is to be temporary or permanent.
2. If a (chief) engineer officer or electro-technical officer is permanently seconded to a lower position or a similar position on a lower-class vessel, wages are to be paid for the new position as stated in the wage appendix table, including seniority allowances.
3. A permanently employed navigation officer or marine engineer, who is relieved of his/her duties on a vessel without having requested this and seconded to another vessel belonging to the same shipowner, is entitled to wages, including seniority allowances, based on the position from which they are being transferred from during any waiting period.
4. If the secondment of a (chief) engineer officer or electro-technical officer in a permanent employment relationship becomes topical, both parties must agree on it.
5. For the period of annual leave and the holidays that the (chief) engineer officer has earned as substitute (chief) engineer officer, they accumulate annual leave in the same manner as an actual (chief) engineer officer would accumulate. See the supplementary terms and conditions of (chief) engineer officers.

Protocol entry:

1. If the employment of a (chief) engineer officer or electro-technical officer on a vessel is terminated due to the sale or unrigging of the vessel, the (chief) engineer officer or electro-technical officer is required to accept a similar position with the same shipowner, if such a position is offered (a similar position refers to a position where at least the same wages are to be paid for two months as were paid in the position from which the officer is being transferred from). This means that, upon transfer, the (chief) engineer officer or electro-technical officer forfeits the compensation that they may be entitled to based on the Seafarer's Employment Contracts Act.
2. During the waiting period, the (chief) engineer officer or electro-technical officer may be granted leave using previously earned free time.
3. If a (chief) engineer officer or electro-technical officer who is waiting for a secondment at the suggestion of the shipowner is not assigned said position, the officer is entitled to compensation in accordance with the Seafarer's Employment Contracts Act.
4. For the duration of the waiting period during which the (chief) engineer officer or electro-technical officer is receiving wages in accordance with this section or the agreement for passenger vessels and a passenger and car vessels, the officer is required to perform other officer duties comparable to their own if asked to do so.

7. RECEPTION OF NEW VESSELS

1. The inspectors of newly built vessels are, at minimum, entitled to the wage and fringe benefits applicable to the vessel being received under this Agreement, in addition to the other terms of this Agreement where applicable.

8. VALIDITY

1. This Agreement remains in force in the same manner as the valid Frame Agreement between the parties.

4. AGREEMENT FOR PASSENGER VESSELS

SCOPE

1. The Finnish Shipowners' Association on one side and the Finnish Engineers' Association on the other hereby agree the terms and conditions of wages and employment in this Agreement also apply on board passenger vessels and ferries that adhere to the agreements between the aforementioned associations pertaining to Finnish vessels engaging in international traffic and having second engineer officers and (chief) engineer officers and electro-technical officers serving on them.
2. Passenger vessels and ferries refer to vessels that have been registered as such, in accordance with current regulations.

1. PASSENGER VESSEL ALLOWANCE

- a) On board a passenger vessel operating in regular traffic, a monthly passenger vessel allowance is paid in accordance with the wage appendix.
- b) In addition, on passenger vessels that cannot be included in the second register, a separate allowance in accordance with the wage appendix is paid.

2. ROTATION

1. A (chief) engineer officer is entitled to one day off for each 24-hour period on a Saturday or a Sunday when the vessel has been at sea. This also applies to Midsummer Eve and Christmas Eve when it falls on a weekday.
2. For time off, one day is deducted for every other weekday except Saturdays, Midsummer Eve, Christmas Eve, New Year's Eve, Independence Day and May Day.
3. Passenger vessels and ferries have generally agreed upon different practices for earning and using leave than what is stated in subsections 1 and 2 of this section. Agreements of this nature must be made in writing between the (chief) engineer officer and the shipowner.
4. When preparing the agreement, the traffic area of the vessel, the traffic conditions, the flexibility of the route schedule and other factors that affect the responsibilities of the (chief) engineer officer and their ability to obtain sufficient rest while the vessel is in operation are to be considered.
5. In the event that annual holidays are to be included in free time under the rotation system, the rotation must include one continuous holiday period that meets or exceeds the length requirement defined in the Seamen's Annual Holidays Act, unless the (chief) engineer officer wishes otherwise.
6. In the event that the design or implementation of the rotation system does not satisfy both parties, the shipowner is to negotiate on the issue with the Finnish Engineers' Association.

3. WAGE TABLE

1. The cargo vessel wage tables continue to be valid for ro-ro vessels registered as passenger vessels that transport less than 70 passengers. If a vessel of this type transports 70 or more passengers but less than 300 passengers, the lowest wage table (0–3 years) is applied exclusively. However, if a vessel of this type transports 300 or more but less than 500 passengers, the two lowest wage tables (0–3 years and 3–5 years) are followed. If a vessel of this type transports 500 or more passengers, all passenger vessel wage tables are used.
2. When determining the wage table to be followed in terms of an employee on passenger vessels, all the time served as an officer on board passenger vessels, regardless of the shipowner, must be taken into account.

6. VALIDITY

1. This Agreement remains in force in the same manner as the valid Frame Agreement between the parties.

5. GUARANTEED WAGES AGREEMENT

SCOPE

1. The guaranteed wages agreement is applicable to the terms and conditions of employment of (chief) engineer officers, second engineer officers and electro-technical officers working on vessels entered in the Register of Merchant Vessels as referred to in the Act on Improving the Competitiveness of Vessels Engaged in Maritime Transport (1277/2007), unless otherwise separately agreed upon with the Finnish Engineers' Association.
2. The agreement complies with the Collective Agreement for foreign traffic (hereinafter the Frame Agreement and the agreements supplementing it) and the aforementioned amending protocols to Collective Agreement with the exceptions and additions set out below.
3. The purpose of the agreement is that the officers complete their regular duties and safety tasks in a manner that allows the tasks and working times to be planned and coordinated as appropriately and flexibly as possible, based on the needs of the vessel.
4. When agreeing upon the use of labour, the highest officers supervising the work on the vessel must always prioritise the overall safety and efficiency of the unit.

1. WORKING HOURS

1. Working hours are determined by the tasks on board the vessel. The vessel's shipmaster/second engineer officer plans the work and safety tasks of the vessel together with the other officers in compliance with the regulations pertaining to rest time and ensuring that the vessel is prepared for operation when necessary.
2. A separate plan is prepared for unusual circumstances outside of normal operation.
3. The wage system accounts for the fact that the working hours are not specified in detail. Rest time is determined in accordance with the Seamen's Working Hours Act.
4. The parties to the agreement will agree upon the working hours and wage alternative to be applied on board each vessel.

2. ROTATION

1. The 1:1 rotation system (one period of work, one period of leave) is primarily adhered to on board the vessel on a pro rata basis, so that one working period day on board the vessel entitles an employee to one day of leave, including the annual leave days in accordance with Seamen's Annual Holidays Act. The additional annual holidays in accordance with the main agreement are included in the wage table. Change of rotation days are split between the parties. For second engineer officers, a change of rotation day is a full working day.
2. If more earned days of leave accrue than allowed under the rotation system, the excessive days off are primarily compensated for in wages or, by mutual agreement, as time off.

3. Arranging additional time off cannot result in unreasonable inconvenience to the employer. Therefore, the agreed rotation system is given preference.

4. When paying out the accrued leave days upon termination of employment or otherwise exceptionally during employment, the pay indicated in the wage table, including experience allowance, is divided by 30 to determine the amount to be paid for a day of leave. When paying out earned leave days upon the end of fixed-term employment, the number of days off is multiplied by 0.9.

3. WAGES

1. According to this agreement, monthly wages of officers are guaranteed wages for both working and leave periods, and they include all the allowances under the Frame Agreement and the agreements supplementing it, with the exception of the following:

- 1) experience allowance as in the main agreement;
- 2) for the period of annual holiday, an 18% increase and a holiday bonus will be paid as follows:
 - a) for 15 days for a 13-day leave,
 - b) for 17 days for a 15-day leave,
 - c) for 21 days for an 18-day leave;
- 3) stop turn is paid in accordance with the main agreement;
- 4) section 3 of the main agreement is adhered to as is for the meal and accommodation allowance;
- 5) ocean allowance;
- 6) allowance for operating outside Europe;
- 7) liquefied gas allowance;
- 8) E0 allowance;
- 9) uniform allowance;
- 10) occupational safety and health manager allowance;
- 11) ISPS allowance;
- 12) training and degree allowance;
- 13) allowance for dirty work;
- 14) classification allowance;
- 15) any other allowances and reimbursements paid by the shipowner.

2. Guaranteed wages are divided into five different classes based on the overtime hours included in the wages. In addition, guaranteed wages differ for service on board tankers, ro-ro vessels and other vessels. The working hours included in guaranteed wages are as follows:

- | | |
|-----------------------------------|--------------------|
| a) 25 hours of overtime per month | 12 hours per day |
| a) 50 hours of overtime per month | 12 hours per day |
| c) 60 hours of overtime per month | 12.5 hours per day |
| a) 70 hours of overtime per month | 13 hours per day |
| e) 80 hours of overtime per month | 13 hours per day |

GUARANTEED WAGE TABLES (see wage appendix)

1. Overtime compensation is paid for working hours that exceed the hours included in guaranteed wage classes. The hourly overtime compensation payable in cash for overtime done on a weekday is at least 1/102 and, on a public holiday or Sunday, at least 1/63 of the basic wages and potential allowances defined in the employee's Frame Agreement and the agreements supplementing it.

4. COMPENSATING REST

1. If an employee, due to compensating rest, works for less than 8 hours on a working day during the working period, the employee is nevertheless compensated for a normal 8-hour working day and the remuneration will accumulate according to a full working day. The importance of compensating rest given to an employee in the context of guaranteed wage may not lead to the employee offsetting overtime hours already worked from normal working hours on the following day.

5. SICK LEAVE, TRAINING AND OTHER SIMILAR LEAVE

1. When the employer is required by law or the agreements to pay wages to an employee (e.g. sickness, injury, training, etc.), no leave is accrued or used under the working hours and rotation system as referred to in this agreement.

6. SUPPLEMENTARY TERMS AND CONDITIONS

1. By way of derogation from the provisions of the Seamen's Working Hours Act (296/1976), which entered into force on 1 June 1976, the parties have agreed, pursuant to section 16 of said Act (251/1987), that sections 4, 5, 6, 7, 12 and 14 of the Act and sections 2.1 (day in port), 2.2, 2.3, 2.4, 4.1, 4.2, 4.3, 4.4, 6.1.3, 6.2 and 6.3 of the Main Agreement are to be replaced by the provisions of this Collective Agreement.

7. VALIDITY

1. This Agreement remains in force in the same manner as the valid Frame Agreement between the parties.