

**Finnish Seafarers' Union FSU
Finnish Shipowners' Association**

AGREEMENT ON INTERNATIONAL PASSENGER VESSELS

1/3/2025-29/2/2028

1 Introduction

1. This Collective Agreement concerns the wages and working conditions of deck and engine crews and catering staff on board conventional passenger vessels engaged in foreign traffic. Unless otherwise agreed, the agreement does not apply to ro-pax vessels or similar vessels.

2. The conditions of this Collective Agreement shall also apply when a vessel surveyed for foreign traffic operates between Finnish ports.

3. The employee must carry out their duties properly and in accordance with the law and good seamanship. Sobriety, good order, discipline, and polite behaviour are required in duty on board the vessel. Care must be taken in the maintenance of the vessel and its condition. Consumables and supplies on board the vessel must be used sparingly.

2 General agreements

1. In addition to the provisions of this Agreement, the general agreements in force between the parties, printed in a separate publication, shall also apply to the vessels covered by this Agreement.

3 Definitions

1. For the purposes of this Collective Agreement:

passenger vessel is a vessel that must be surveyed as a passenger vessel in accordance with the current regulations;

guaranteed wage means pay, including compensation for work performed during regular working hours and an agreed amount of overtime, plus experience allowances, to which the worker is entitled each pay period, whether or not they work the agreed amount of overtime work;

monthly earnings mean a wage that includes the guaranteed wage and any other allowances and remuneration payable under this agreement;

daily wage means a wage obtained by dividing the guaranteed wage by 30;

work period plan means a plan showing the start and end of working and rest *periods*;

work schedule is defined as a list in accordance with the Seafarers' Working Hours Act, indicating when the daily working hours and rest periods included in the guaranteed wage begin and end;

shift worker means a worker whose work is divided into watches;

day worker means a worker whose work is not divided into watches and who is not a member of the catering staff;

catering worker means a worker engaged to perform the duties of catering for crews or passengers or other duties incidental to such work, or office work or similar duties other than deck or engine room work;

day means the period between 00:00 and 24:00 hours;

week means the period from Monday at 00:00 to Sunday at 24:00 hours; and

public holiday means a Sunday or other religious holiday, Independence Day and May Day.

4 General

4.1 Recruitment

1. When employing workers on board Finnish passenger vessels engaged in foreign traffic, shipowners must primarily use public employment services. However, a worker may be hired through other means than the public employment services if the employer already knows of a new, suitable worker, if it is not possible to use the public employment services, or if there are other justified grounds for doing so.

2. Every member of the deck and engine crew and the catering staff of a vessel must hold a certificate of fitness for sea service in accordance with the Act on Medical Fitness Examinations of Seafarers (1171/2010) and a certificate of competency in accordance with the requirements of the Act on the on Safety Management of Crews and Ships (1687/2009) and other certificates required by legislation and regulations of the authorities.

3. If a worker has agreed to be employed, but no employment contract is concluded for reasons attributable to the employer, they are entitled to compensation for damages, such as for breach of contract.

4.2 Manning agreement

1. The shipowner must agree with the Finnish Seafarers' Union on the number and qualifications of the crew to be operated on vessels. Before concluding a manning contract, the shipowner shall consult the chief shop steward on the manning. The manning agreement between the shipowner and the Finnish Seafarers' Union must be displayed on the vessel's notice board. Workers with an employment contract of an indefinite duration must perform the activities covered by the manning agreement.

2. Vessel-specific manning agreements are agreed according to the following principles:

- 1) For the deck and engine room departments, the minimum manning is based on the manning certificate issued by the Finnish Transport Safety Agency. However, when agreeing on manning levels, it is important to ensure that crew members on watch are given adequate rest;

- 2) For the catering staff, passenger numbers, level of service and safety regulations are taken into account when agreeing on manning levels;
- 3) The flexible use of catering staff within and among different departments shall be facilitated; and
- 4) Manning must be flexible enough to adapt to changing operational conditions.

3. The conclusion or amendment of a manning agreement must not lead to the dismissal or termination of employment of any employee. Any changes in manning numbers will be implemented through natural attrition.

4.3 External labour

1. The use of external labour is only resorted to after it has first been established whether it is possible to use the vessel's own staff to carry out the work and how the use of external labour will affect the employment and tasks of the vessel's own staff.

4.4 Fixed-term employment contract

1. A fixed-term employment contract may be concluded for the purposes of Chapter 1, Section 4 of the Seafarers' Employment Contracts Act if the nature of the work, substitution, training or other similar circumstances require a fixed-term contract or if the employer has other justified reasons for concluding a fixed-term employment contract in connection with the activities of the undertaking or the work to be performed. The purpose of this paragraph is to prevent circumvention of the protection of the employee against dismissal and of the benefits accruing to the employee as a result of the duration of the employment relationship. ¹⁾

2. An application guide for this section is annexed to the collective agreement (Annex 3).

3. The guidelines for the calculation of working days and days off and the calculation of holiday pay for fixed-term workers are annexed to the collective agreement (Annexes 15.1 and 15.2).

4.5 Part-time work

1. Part-time work in connection with partial retirement pension and partial disability pension under the Seafarers' Pensions Act and partial parental leave under the Seafarers' Employment Contracts Act are carried out in accordance with Annex 5.2.

¹⁾ FSU/FSA protocol 1/9/2017. According to Chapter 1, Section 4 of the Seafarers' Employment Contracts Act (756/2011), an employment contract is valid for an indefinite period of time unless it has been made fixed term for a justified reason. According to the government proposal (174/2010 p. 44), a justified reason for concluding a fixed-term contract is, for example, a substitution. According to this section of the government proposal, the substitution must be identifiable.

The parties agree that the conclusion of a fixed-term contract must have a justified reason as required by law and that the replacement must be identifiable in accordance with the government's proposal. Therefore, the parties state that, on the basis of the relevant act and the government proposal, when concluding fixed-term contracts, the employer must state in the employment contract which person the fixed-term employee is replacing. However, the reason for the absence of the replacement worker does not have to be recorded in the reason for the fixed-term contract. The parties acknowledge that this will ensure that there is a legitimate reason as required by law and that the substitution is sufficiently identifiable.

A fixed-term employment relationship (e.g., substitution) normally ends at the end of the period agreed in the contract unless otherwise agreed.

2. If the worker is entitled to a partial early retirement pension under the Seafarers' Pensions Act and has agreed with the employer to reduce his or her working hours by 50%, the provisions of Annex 5.2 apply to him or her.

4.6 Trainees

1. The use of trainees must not lead to the replacement of permanent staff.

4.7 Accommodation plans

1. The shipowner shall submit to the Finnish Seafarers' Union, the chief shop steward, the special health and safety representative and the occupational health and safety representative the accommodation plans for new buildings and other new vessels, as well as plans of alterations and repairs to accommodation which have a substantial effect on the accommodation of the crew.

2. Accommodation shall be arranged and designed in such a way that all employees with an open-ended contract and their replacements have the possibility of living alone unless otherwise agreed in the agreement referred to in section 4.2.

3. The employer must provide the workers at work with suitable accommodation appropriate to the conditions on board for the duration of the docking operation. Detailed arrangements are agreed upon with the chief shop steward.

4.8 Special provisions concerning security stewards

1. In the performance of his duties, the security steward shall act as an assistant to the shipmaster within the meaning of Chapter 13, Section 18 of the Seafarers' Employment Contracts Act.

2. Whenever possible, and at least on new vessels, the security steward should be given the option of private accommodation.

5 Working hours and rotation

5.1 Relation of working hour provisions to the Seafarers' Working Hours Act

1. Unless otherwise provided for in this Agreement, working hours shall be organised in accordance with the applicable Seafarers' Working Hours Act.

5.2 Working time included in the guaranteed wage

1. The daily working hours included in the guaranteed wage shall be 9.5 or 10 or 10.5 hours per calendar day and may be so arranged as to be averaged over the working period to 9.5 or 10 or 10.5 hours per day, but not less than eight (8) hours nor more than 12 hours per day.

2. In exceptional cases, such as during seasonal traffic, short routes or for special reasons restricting traffic, the daily working hours included in the guaranteed wage may be arranged to eight (8) hours per calendar day.

3. The working hours included in the guaranteed wage during a working period are obtained by multiplying the daily working hours included in the guaranteed wage by the number of days in the working period.

4. The working hours included in the guaranteed wage during a working period shall be completed within the working period and may not, in full or in part, be carried over to the following working period.

5.3 Division of working hours included in the guaranteed wage

1. The working time included in the guaranteed wage shall be arranged in such a way as to avoid unnecessary division of working hours into more than three (3) parts. Day workers, security stewards and watchkeepers are subject to the specific rules and regulations applicable to them.

5.4 Work on rotation days

1. Work performed on the start and end days of a work period indicated in the work period plan may be counted as one (1) working day when the work arranged as start and end days does not actually reduce the number of days off included in the periods of leave and when the total guaranteed working hours included in the start and end days amount to a minimum of eight (8) hours and a maximum of 12 hours.

2. In such a case, any work performed other than that indicated in the work schedule and included in the guaranteed wage will be compensated as overtime work.

5.5 Rest periods and breaks

1. The worker must be given at least ten (10) hours of rest (daily rest period) in each 24-hour period and a total of at least 77 hours of rest in each seven (7) day period.

2. The daily rest period may be divided into a maximum of two (2) periods, one of which must last for at least six (6) consecutive hours. The interval between consecutive rest periods must not exceed 14 hours.

3. The recording of rest periods in the relevant lists and schedules is provided for in the Seafarers' Working Hours Act. ²⁾

4. Rescue and fire-fighting drills and drills using other safety equipment shall, if possible, be scheduled outside working hours included in the guaranteed wage and carried out in such a way as to cause the least possible disruption to the worker's rest periods and to avoid causing fatigue.

5. If a worker's rest period is interrupted by work calls or rescue and fire-fighting drills and drills using other safety equipment, the worker must be given adequate compensatory rest.

6. A break of less than 30 minutes does not count towards the rest periods referred to above.

7. Where a worker is assigned to work that is of a continuous nature or requires continuous presence, breaks must be provided during the period of work, where necessary, to allow for short periods of absence from the workplace. If the work is carried out at a time of day when the worker does not have the opportunity to take advantage of the meal and coffee breaks referred to in Section 5.6, he must be given at the latest at the

²⁾ FSU/FSA protocol 1/9/2017. The Parties agree that according to Section 19 a of the Seafarers' Working Hours Act, the work schedule must indicate the times of the rest periods referred to in Section 9a of the Seafarers' Working Hours Act (minimum rest period), and this must be observed when drawing up the work schedules.

period of two (2) hours, a 10-minute rest period, counted as working time, and after every work period of four (4) hours, a half-hour coffee break, which does not count as working time. This does not apply to the emergency and security service.

5.6 Meals and meal breaks

1. The employer is obliged to provide the employee with three (3) meals and snacks daily. The food must be nutritional, varied, tasty, sufficient in quantity and of high quality.
2. An appropriate and, as far as possible, undisturbed dining system shall be provided on board and shall be placed in a prominent position in the dining areas. If necessary, meals on board must be provided on shifts (half-hour shifts). If, for any reason, for example, due to special conditions in the port, it is necessary to deviate from the normal dining system, the kitchen staff and those who are mainly responsible for the management of the different groups of staff must be informed as soon as possible.
3. Before the shipmaster of the vessel establishes the dining system, the crew representatives must be consulted within the meaning of the Act on Co-operation within Undertakings.
4. Unless special reasons prevent it, efforts should be made to organise meal and coffee breaks between the following time limits:

| | |
|--------------------------|--------------------|
| breakfast/morning coffee | 6.30 am - 08.30 am |
| lunch | 11.00 am - 1.00 pm |
| afternoon coffee | 3.00 pm - 4.30 pm |
| dinner | 4.30 pm - 6.30 pm |

5. The meal break may be shortened to at least half an hour, and its start time may be postponed by up to one hour.

5.7 Rotation system

1. A rotation system is a system in which periods of work and leave are repeated as regularly as possible.
2. The so-called 1:1 rotation system refers to an arrangement in which the work and leave periods are of equal length, and the 2:1 rotation system refers to a system in which the work period is twice (2) as long as the leave period.
3. The way in which the following rotation systems (A, B, C, and D) are implemented on board a vessel when it is operating a specific route is agreed upon between the shipowner and the Finnish Seafarers' Union. In the same context, it must also be agreed on how the organisation of longer periods of single-period leave under rotation systems B and C is to be taken into account in the rotation and what changes this will entail in the length of working and leave periods.
4. Work and leave periods should be arranged in such a way that they are, on average, no longer than two (2) weeks (2 weeks work and 2 weeks off) unless otherwise agreed between the employees concerned. However, such an arrangement must be confirmed by the employer's representative.

5. Records of the rotation system are kept in the same way as stipulated in the Seafarers' Working Hours Act in terms of daily working time records. The rotation system must be placed in a suitable location where it is easily accessible.

6. If necessary, additional staff will be taken on board the vessel to balance the periods of time off and work. The need may arise due to, for example, holidays, training, and sick leaves.

7. An employee shall be entitled to accrue vacation days earned under the rotation system during two (2) consecutive leave accrual periods that have not been used to implement the rotation system. The leave shall be granted at the time requested by the employee, provided that it is taken at a time which is convenient for the implementation of the rotation system and for other work.

5.8 Work period plan

1. The work period plan for the rotation system must be drawn up for a period of six (6) months at a time. The details of the implementation of the rotation system and the work period plan for less or more than six (6) months shall be agreed upon separately by the employer and the shop steward representing the seafarers. If no agreement can be reached in these negotiations, the matter will be referred to the shipowner and the Finnish Seafarers' Union for resolution.

2. The employer and the shop steward representing the seafarers may also agree on a temporary change to the work period plan, provided there is a justified reason for doing so. The change can be for a period of up to four (4) weeks. If no agreement can be reached, the matter will be referred to the shipowner and the Finnish Seafarers' Union for resolution.

3. A worker cannot be obliged to stay at work against their consent for the period of leave indicated in the work period plan.

5.9 Different rotation systems

5.9.1 System A (1:1):

1. The daily working hours included in the guaranteed wage: 10.5 hours.

2. Number of working days per year: 165.

3. Annual leave: 36 days in two (2) consecutive holiday credit periods.

4. Periods of leave and holidays shall be granted in such a way that the worker receives at least two periods of leave of one period during two consecutive holiday credit periods.

5.9.2 System B (1:1):

1. The daily working hours included in the guaranteed wage: 10 hours

2. Number of working days per year: 173.5

3. Annual leave: 36 days in two (2) consecutive holiday credit periods, of which 18 days may be taken in rotation.

4. Vacation periods and annual leave shall be granted in such a way that the employee receives at least one (1) single-period leave of 18 days during two (2) consecutive holiday credit periods.

5.9.3 System C (1:1):

1. The daily working hours included in the guaranteed wage: 9.5 hours.
2. Number of working days per year: 182.5
3. Annual leave: 36 days in two (2) consecutive holiday credit periods, which may be taken in rotation.

5.9.4 System D (2:1)

1. The daily working hours included in the guaranteed wage: 8 hours.
2. Number of working days per year: 220.
3. Annual leave: 36 days.
4. Periods of leave and annual leave shall be granted in such a way that the employee receives at least two (2) single periods of leave during two (2) consecutive holiday credit periods.

5.10 Giving a longer period of leave during the holiday season

1. One (1) of the periods of leave or annual leave included in the above rotation systems shall be granted from 2 May to 30 September unless otherwise agreed between the employer and the employee.

5.11 Implementation of a rotation system in seasonal traffic

1. On a seasonal traffic vessel, the rotation system can be implemented by agreement between the shipowner and the Finnish Seafarers' Union so that part of the time off is transferred to be given as free time outside the sailing season immediately after the end of the season and so that it extends the duration of the employment relationship.

5.12 Work schedule and its modification

1. The work schedule must be drawn up in good time in advance, but in such a way that the worker receives it no later than the beginning of the work period when he returns to work from a period of leave. The total working hours included in the guaranteed wage during the working period must be entered in the work period plan.
2. The work schedule may be amended during the daily period of work by bringing forward the starting time of the working period by two (2) hours or by inserting a maximum of two (2) hours between the daily working periods indicated in the work schedule. The change can only be made once a day and must be notified well in advance. If the change concerns the first working day of a work period, the change must be notified at the latest on the day before the worker stops work.

5.13 Special provisions on the organisation of working hours for day workers and security stewards

1. The daily working hours included in the day worker's guaranteed wage shall be scheduled, except for interruptions caused by meal and coffee breaks and for mooring and unmooring work, in a single period between 07.00 am and 10.00 pm.
2. A day worker cannot be obliged to take part in a watch without their consent.
3. The working hours included in the guaranteed wage of a security steward may be divided into a maximum of two (2) periods per day.

6 Wage conditions

6.1 Payment of wages

1. Wages are paid from the beginning of the day on which the employee arrives for work or, if he/she has to travel from the place of contract to reach the vessel, from the beginning of the day on which he/she departs for the journey or, if the vessel is late, from the day on which the shipowner instructed the employee to arrive on board the vessel.
2. During the period of employment, the employee is paid once a month. This also applies to the months during which they have been on paid leave ashore, in whole or in part. The last wages payable on termination of employment must be available or withdrawable without delay but no later than six (6) working days after the end of the employment relationship. In exceptional cases where the wages are not considered to be clear, for example, because not all the information needed to calculate the amount of the wage component is known at the end of the employment relationship, the last wages must be available or withdrawable by the employee no later than the tenth (10th) working day after the end of the employment relationship.
3. When the employment relationship begins or ends in the middle of a calendar month, the wages for such a month are calculated by dividing the guaranteed wage by 30 and multiplying the result by the number of days of employment in that month.
4. Any unused vacation days earned under the rotation system at the end of the employment relationship shall be compensated to the employee in such a way that one (1) vacation day shall entitle to a cash compensation equal to one (1) day's wage.
5. Otherwise, the payment of wages is governed by Chapter 2 of the Seafarers' Employment Contracts Act and Section 15(1) of the Seafarers' Annual Holidays Act.
6. When paying wages or making adjustments to wages, the employer must provide the employee with a calculation showing the amount of the wages and the basis on which they were calculated.
7. Full pay under the Seafarers' Employment Contracts Act or other similar legislation means the monthly earnings specified above in Section three (3).

6.2 Guaranteed wages

1. The guaranteed wages are set out in Annex 1.

2. When concluding an employment contract, the job titles must be used in accordance with the Collective Agreement. ³⁾

3. If during the agreement period, it is deemed necessary to add job titles not mentioned in the agreement, the wages and other conditions related to the title must first be agreed upon between the signatory parties.

4. If a higher salary or better benefits than those provided for in this Collective Agreement have been or are agreed with the employee in the employment contract, these benefits shall be valid notwithstanding the provisions of this Collective Agreement, unless otherwise provided for in the employment contract or unless otherwise agreed by the parties to the employment contract.

6.3 Experience allowances

1. The employee is entitled to an experience allowance after 3, 5, 8, 11 and 14 years of service. One experience allowance is equal to 3% of the payable guaranteed wage.

2. An employee who has accrued 20%, 25% or 30% experience allowances under a contract in force before 1 March 2001 will, when changing shipowners during a new contract, receive a 20% experience allowance with the new shipowner.

3. For the purpose of calculating the period of entitlement to the experience allowance, shipowners under common management are considered as one shipowner.

4. At the start of the employment relationship, the employee must present the appropriate certificates for the above-mentioned employment relationships in order for these periods to be taken into account.

5. The time to qualify for the experience allowance must be acquired in longer-distance traffic than inland waterway traffic (= coastal or further distance traffic). Service on board a foreign vessel also counts towards the experience allowance.

6. The period of time during which the employee was on annual leave or a rotational leave ⁴⁾ and the period during which the employee was prevented from performing work during the employment relationship are also included in the period entitling to the experience allowance in the following cases:

- 1) annual leaves of other employees at the workplace;
- 2) military reserve training or additional military service if he has returned to work immediately after the end of such a hindrance;

³⁾ FSU/FSA protocol 1/9/2017. The parties agree that the seafarer's employment contract shall always bear the job title required by the Seafarers' Employment Contracts Act and in accordance with the Collective Agreement, irrespective of whether in any other context during the employment relationship, any other name or title is used for the work, task or function.

However, if it is deemed necessary to add job titles to the Collective Agreement that are not mentioned in the Collective Agreement, the wages and other conditions relating to the title must first be agreed upon between the signatory parties.

If the provision of services within the shipowner requires the creation of permanent positions which are not defined in the Collective Agreement or which do not fit into the traditional job descriptions, the creation of such positions must be negotiated with the Chief Shop Steward and the related remuneration must be negotiated between the shipowner and the Seafarers' Union.

⁴⁾ The period of time during which the employee was on compensatory leave before 1 March 2001 shall also be counted towards the period of entitlement to the experience allowance.

- 3) a suspension referred to in Article 3, Section 2(3) of the Seafarers' Annual Holidays Act;
- 4) for a medical examination under the Occupational Health Care Act (1383/2001) or the Act on Medical Fitness Examinations of Seafarers (1171/2010), or a medical examination ordered by the employer or due to illness or accident;
- 5) during pregnancy leave, special pregnancy leave or parental leave provided for in the Seafarers' Employment Contracts Act;
- 6) for a municipal or other public office of trust or for a hearing as a witness, which the law did not allow to be refused or which could have been refused only for a special reason specified by law;
- 7) because of an order issued by an authority to prevent the spread of disease;
- 8) for the purpose of travelling for their work, provided that such travel days would not otherwise be counted as working days;
- 9) for any other reason, if the employer was legally obliged to pay the employee wages for such a day despite the absence;
- 10) with the employer's consent, for the purpose of attending training required for the job, provided that only 30 days at a time may be counted as working days.

7. An employee of a passenger vessel engaged in seasonal traffic shall be credited with the period of employment on seasonal passenger vessels during consecutive sailing seasons. In this case, 11 months are counted as one year for the purposes of calculating the experience allowance.

8. If an employee's employment is terminated for reasons beyond his or her control, such as the bankruptcy of the shipowner, the closure of the shipping company, the transfer of the business and the reasons mentioned in Chapter 12, Section 4 of the Seafarers' Employment Contracts Act, he or she is entitled to receive in his or her next employment the experience allowances he/she had at the time of termination of his/her previous employment.

6.4 Overtime work and its remuneration

1. Overtime remuneration is paid for work performed outside the daily working hours included in the guaranteed wage or the working hours included in the guaranteed wage during a working period.
2. The overtime remuneration rate per hour is calculated from the guaranteed wage, using 100 as the divisor.
3. Overtime work shall be compensated in cash or, at the employee's request, in the form of time off, with three (3) hours of overtime work being equivalent to one (1) day off. Days off in lieu of overtime work are taken regardless of whether the day off falls on a Saturday, Sunday or other public holiday. If the leave is granted during a quiet period and if the work situation allows, the employee on leave does not need to be replaced. A request for leave must be submitted at least four (4) weeks before the date of the leave. If the employer refuses to allow the employee to exchange overtime work for time off, the employer must state the reasons for the refusal.
4. For time spent on rescue and fire-fighting drills and drills with other safety equipment outside the working hours included in the work period plan and included in the guaranteed wage, at least one (1) hour of overtime work shall be paid.

6.5 Remuneration for work performed on certain public holidays

1. Work performed on Christmas Day, Good Friday, May Day and Midsummer Day that is not compensated as overtime work is paid at 1.5 times the daily wage.

6.6 Standby pay

1. If an employee is ordered to remain on board a vessel during his free time for standby duty on the basis of Chapter 4, Section 6 of the Seafarers' Employment Contracts Act or for other important reasons related thereto, he/she shall be compensated 1/260 of his/her guaranteed wage for each hour commenced.

2. Overtime remuneration is paid instead of standby pay for work done during standby time. Efforts should be made to give the employee notice of standby duty well before the end of regular working hours.

3. If an employee is ordered to report to work on board a vessel during his/her time off for the performance of a task, he/she shall be paid the equivalent of two (2) hours of weekday overtime work if he/she is not entitled to standby pay as provided in the first paragraph above.

4. If an employee is obliged to carry a pager or other technical device to reach and call him/her for work outside the working hours included in the guaranteed wage, he/she shall be paid for the time spent carrying the device in accordance with the wages annex for each day during which the pager or device is carried ⁵⁾

6.7 Compensation for cargo handling

1. If, in exceptional circumstances, a member of the vessel's crew is involved in handling, securing and/or unfastening cargo on board the vessel, they will be paid, in addition to their normal wages, a compensation of 1/164 of the guaranteed wage for each hour spent handling the cargo. The winchman is paid compensation for cargo handling when they operate the winch during loading and unloading.

2. If a member of the vessel's crew is involved in the delivery and transport of goods purchased in advance (pre-order) and/or on board the vessel to the vessel's car deck or other similar place, he/she shall be paid, in addition to his/her normal wages, compensation of 1/475 of the guaranteed wage for each initial hour spent on the work.

⁵⁾ FSU/FSA protocol 21/1/2016. It was noted that the parties are in agreement that compensation under section 6.6.4 of the Agreement on international passenger vessels will be paid if a pager, or other such device, has to be carried outside working hours in case of a call-out. On the other hand, if the equipment has to be carried because of the presence in the safety diagram and the related emergency duty calls, this alone does not give rise to standby pay.

In situations where the same pager can receive calls to work and to the above-mentioned emergency duties, the employee is entitled to standby pay if they are ordered to be on standby outside working hours, for example, when on call. If the pager is only worn for emergency duty calls and the employee is not ordered to be on standby, no compensation will be paid. For clarity, the parties agree that tasks performed in response to such an emergency, such as receiving a rescue helicopter and preparing for ambulance transport and man overboard situations, will be compensated as overtime work unless performed during working hours included in the guaranteed wage.

⁶⁾ Application guideline: the parties agree that the compensation for cargo handling is always paid for full hours. (30/5/2016)

6.8 Catering compensation

1. Unless otherwise agreed between the shipowner and the Finnish Seafarers' Union, when food is temporarily served to non-members of the crew at crew messes with the consent of the shipowner, the cook and the catering assistants shall be paid the compensation specified in Annex 1 per temporary diner per day, regardless of the number of meals served. However, compensation is not paid to pilots, customs officers, security guards and members of the crew's families if they are served free of charge.

6.9 Service allowance

1. Unless otherwise agreed, the service allowance total is 4% of all serving and sales, both on board the vessel and pre-purchased, except for alcohol sold by the bottle in the shop.
2. The service allowance total will be divided between the shipowner and the Finnish Seafarers' Union in a manner agreed separately. If no agreement can be reached on the method of division, the matter shall be referred to and resolved by the parties of this Collective Agreement.
3. The service allowance is paid only to members of the Finnish Seafarers' Union.
4. The minimum amount of the service allowance is set out in Annex 1.
5. For the days when the vessel is out of service due to docking or other unexpected or unforeseeable reasons and when it has no sales, the minimum amount of the allowance will change in proportion to the time out of service and the time in service. Thus, for example, if a vessel is out of service for 10 days per month and in service for 20 days per month, the minimum amount of the allowance is 2/3 of the applicable minimum amount of the allowance as defined in section 6.9 of the wage annex of the Agreement on international passenger vessels.
6. The service allowance paid for the period of sick leave does not reduce the service allowance total.

6.10 Fringe benefit compensation

1. The amount of the fringe benefit compensation for periods of work, leave, annual leave and sick leave is set out in Annex 1.

6.11 Compensation for an employee who is not provided with food and/or accommodation on board a vessel

1. If the employee is not provided with food and/or accommodation on board the vessel, the employer must provide them with equivalent benefits ashore or pay them reasonable compensation for these benefits. The amounts set out in Annex 1 shall be deemed to be a reasonable food allowance.
2. Reasonable accommodation expenses shall be reimbursed based on an invoice

6.12 Sick leave, pregnancy leave and parental leave

1. An employee who is prevented from working because of illness, injury or accident is entitled to sick pay for the period of absence up to a maximum of 60 days. If the employee is unable to work at the end of the employment relationship because of illness,

as a result of an accident or injury, they are entitled to compensation equal to their sick pay if they would have been entitled to sick pay had they continued to work.

2. The employee is also entitled to full pay for the period during which he is entitled to sick pay under the Seafarers' Employment Contracts Act unless otherwise provided below.

3. 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. The pay is formed of the employee's personal guarantee wage with experience allowances, 0,5 times services allowance after the seventh (7) pregnancy allowance day and if the employment relationship has continued without interruption for at least six (6) months before the start of the pregnancy allowance period, sick leave's fringe benefit compensation maximum of 42 days.

4. 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. Comparable pay is formed of the employee's personal guarantee wage with experience allowance, services allowance as well as of the fringe benefit compensation paid from the work and leave periods.

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.

5. For periods of work incapacity caused by illness or injury, the allowance is paid at a rate of 0.5 times and is payable only after seven (7) days of illness unless the incapacity for work can be clearly shown to have been caused by work-related circumstances, in which case the allowance is payable from the date on which the incapacity for work began. Fringe benefit compensation is paid for up to 42 days of sick leave, even if the employee returns home during this period.

6.13 Compensation for dirty work

1. An employee is entitled to the compensation for dirty work set out in Annex 1 for each time they have to clean up or handle an abnormal amount of vomit, faeces or other similar excreta or blood in the course of their work. Work carried out for the cleaning, opening and repair of wastewater tanks, manholes and pipelines, which involves the handling of the above-mentioned excreta or blood, shall be reimbursed at the rate shown in Annex 1 for each hour or part thereof.

2. In the above situations, the supervisor should be contacted to determine whether the work in question is separately compensable.

6.14 Compensation for mentoring a trainee

1. If there is a trainee on board the vessel, a crew member shall be designated as the person directly responsible for his/her supervision and shall be paid, in addition to his/her normal salary, for each day spent on board the vessel, an allowance in accordance with the wage annex.

6.15 War hazard compensation

1. If the vessel is sailing in an area defined as a war zone or similar to a war zone, the provisions of the War Hazard Agreement shall apply (Annex 14).

6.16 E-training

1. If the employee participates in e-training, the E-Training Agreement (annexed agreement 12.1) shall apply.

7 Annual leave

7.1 Relation between the annual leave provisions and the Seafarers' Annual Holidays Act

1. Annual leave shall be determined in accordance with the current Seafarers' Annual Holidays Act unless otherwise provided for in this Agreement.

2. If an employee is incapable of working at the beginning or during all or part of their annual leave because of childbirth, illness or accident, the leave must be postponed to a later date at the employee's request. The employee also has the right, at their request, to postpone their leave or part of it if it is known that they will be subject to medical treatment or other equivalent treatment during their leave, which will make them incapable of working. The right to carry forward also applies to annual holidays based on the Collective Agreement.

3. If the number of days of leave is not a whole number when calculating the length of leave, any partial day must be given as a full day of leave. If the employee is paid a holiday pay equivalent to the annual leave pay at the end of the employment relationship and if the number of days of holiday is not a whole number, the partial day must be counted as a full day of holiday.

7.2 Annual leave pay and holiday bonus during annual leave

1. Annual leave pay is calculated on the basis of the salary the employee receives for their regular work at the time the annual leave starts. If the employee has been temporarily employed for a total of at least one (1) month during the holiday period in a job for which a higher salary is paid, the guaranteed wage used to calculate his/her annual leave pay or holiday bonus shall be increased proportionately.

2. The annual leave pay is obtained by dividing the guaranteed wage, or, if the employee has been paid the allowances and increases provided for in this Agreement, the guaranteed wage increased by these allowances and increases by 30, multiplying the result by the number of days of leave and finally by a factor of 1.18.

3. An employee entitled to annual leave is entitled to 50% of their annual leave pay as a holiday bonus. When calculating the holiday bonus, fringe benefits are not taken into account. The holiday bonus is paid when the employee is paid the annual leave pay. If the annual leave is divided, the corresponding part of the holiday bonus is paid at the beginning of each part of the leave.

4. An employee who has been employed on a seasonal vessel for the entire sailing season is entitled to receive a holiday bonus at the end of their employment.

7.3 Food and accommodation allowances included in the annual leave pay for short-term contracts

1. For employment contracts of less than 14 days, the food and accommodation allowance included in the annual leave pay is paid as follows:

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

8 Reimbursement of travel expenses

8.1 General information on reimbursement of travel expenses

1. At the start of the employment relationship, the employer reimburses the employee's travel expenses in Finland from home to the vessel.

2. The employer will reimburse a temporary worker's travel expenses in Finland and abroad arising from the start and end of their employment relationship, in accordance with the home-vessel-home principle. The journey home must be made without undue delay.

3. The employee can use their own car for the journey to work. The use of a private car will be reimbursed in accordance with the tax administration's current guidelines, but the reimbursement per kilometre will be 2/3 of the maximum amount set out by the tax administration. If the length of the work trip is over 350 kilometers, the use of own car must be agreed in advance with the employer.

8.2 Reimbursement of work-related travel expenses

1. When an employee is sent to or away from a vessel for service, the employer shall pay the travel expenses and ensure that the employee receives reasonable food for the duration of a journey that exceeds six (6) hours. In this case, reasonable travel expenses will be reimbursed according to an invoice.

2. If the employee has to travel by boat or rail during the night, they are entitled to reimbursement for a berth ticket in class II or, if there is no class II in the economy or equivalent class, provided that a berth is available and has actually been used.

3. When travelling on behalf of the shipowner, the head of the catering department is entitled to travel by rail or ship in first class or equivalent and by air in tourist or economy class. If the journey takes place abroad, they are entitled to travel in a class which, under the prevailing circumstances, is equivalent to the above-mentioned class. Reimbursement of reasonable travel expenses will be made according to an invoice.

4. Taxis may be used in reasonable amounts - for example, up to the amount in euros specified in Annex 1 - between a bus or railway station or between an airport and a port when:

- there is no bus connection;
- the employee has been asked to return to the vessel during a period of the day when public transport is not in operation; or
- the use of a taxi has been agreed upon in advance between the shipmaster or shipowner and the employee.

5. Taxi fares will only be reimbursed on the basis of a receipt or, in exceptional cases, other reliable evidence.

8.3 Reimbursement of holiday travel expenses

1. An employee returning to work from annual leave or a period of leave under the rotation system or sick leave is entitled to receive from the employer the actual costs of the return journey from their home in Finland or, if they live abroad, from the border crossing point in Finland to the vessel.

2. If a rotational shift takes place at a time when the journey home or work cannot be started immediately, the employer shall pay the costs of the employee's overnight stay or, if so agreed, the use of a taxi. If the journey has to be interrupted because it cannot be completed in one go due to a lack of transport connections, and if the employee has to stay overnight during the journey as a result, the employer will pay the costs of the overnight stay.

8.4 Reimbursement of meeting-related travel expenses

1. Travel expenses incurred in attending a Finnish Seafarers' Union representative meeting as a representative, a Congress meeting as a member or a meeting of the Board of Directors as a member shall be reimbursed by the Finnish Seafarers' Union.

9 Absence

9.1 Absence for 50th and 60th birthdays

1. An employee who has been continuously employed for at least three (3) years is entitled to one (1) additional day of paid leave on the occasion of their 50th and 60th birthday. The same benefit may be granted to an employee who has at least ten (10) years of seagoing service in the Finnish merchant fleet, provided that their employment has been continuous for six (6) months immediately preceding the anniversary date.

9.2 Absence due to a wedding anniversary, sudden illness or funeral

1. An employee is entitled to a short period of temporary paid leave from work, up to a maximum of three (3) days, due to a sudden illness in their family.

2. An employee is also entitled to equivalent time off work on the day of the funeral of a close relative and the day of their own wedding, up to a maximum of two (2) days.

3. The leave is granted subject to the condition that it is feasible in each case, taking into account the nature of the employee's duties.

4. Close relative means the employee's spouse, common-law spouse, registered partner, children, children of the spouse, children of the common-law spouse, children of the registered partner, the employee's parents and grandparents and the parents of the employee's spouse and common-law spouse, and the employee's brothers and sisters.

5. Cohabiting partners refer to partners living in a shared household in a relationship resembling marriage.

9.3 Absence due to the care of a child with a severe illness

1. An employee whose child suffers from a serious illness, within the meaning of the Government Decision (1315/89), is entitled to be absent from work to attend the care, rehabilitation or guidance of the child referred to in the Decision, provided that the absence is agreed in advance with the employer.

9.4 Absence due to participation in union activities

1. An employee elected as a representative to the Assembly, Council or Board of the Finnish Seafarers' Union shall be entitled, whenever it is practicable without undue hardship and subject to the provisions below, to unpaid leave from work for necessary travel to meetings.

2. The time off granted may be agreed with the employee concerned on a case-by-case basis to be deducted from any time off previously taken. It is also possible to use annual leave days.

9.5 Relationship between absences and rotation

1. When an employee is unable to work during a work period due to illness or injury and is absent from work as a result, the number of working days is reduced by one (1) day for each day of absence. If the incapacity for work due to illness or injury occurs during a period of leave, the number of days of leave is reduced by one (1) day for each day of illness.

2. The above provisions on incapacity for work due to illness or injury apply by analogy to other absences by law or contract for which the employer is obliged to pay the employee.

3. If the employee has to attend a trial or police hearing as a witness on behalf of the employer, the time spent on this is counted as working time.

4. If an employee attends training or a course provided by the employer during their leave period, they are entitled to keep the time off, thus lost at a later date. The time spent attending training or a course counts as a working day. The granting of days of leave not taken because of participation in training or a course is subject to the general conditions for granting leave set out in section 6.4. This does not apply to compulsory training or courses internationally or nationally. In such cases, however, the employee is entitled to use the lost time off at a later date.

5. If the employee has been absent from work for the last two periods covered by the rotation system, but not exceeding one year, for the above reasons, and the number of working days is less than the number of days of leave during the leave period, the employer is not entitled to deduct any leave from the employee's salary not accrued under the rotation system.

10 Other provisions

10.1 Protective clothing

1. Vessels must be equipped as to provide employees with the necessary number of appropriate protective suits, footwear and other protective equipment.

2. Employees working in cargo areas must be provided, at the employer's expense, with uniform protective overalls with reflective tapes.

3. Protective clothing purchased/reserved by the employer for the employee's use is washed at the employer's expense or during working hours. When spray painting, cleaning tanks containing dangerous cargo and other similar work, employees must wear protective masks and other protective equipment provided by the employer.

10.2 Workwear for catering staff

1. If the employer requires the catering staff to wear special work clothes made according to the instructions of the shipowner, the employer must provide the required clothes.
2. A member of the catering staff has the right to have work clothes provided by the employer washed at the employer's expense or to have them washed during working hours. This also applies to the kitchen staff's special work coats, trousers, aprons, and chefs' hats.
3. The employer shall pay for the work coats, work trousers, and hats of the kitchen staff if the employer requires that they be worn.

10.3 Cleaning

1. Washing of dishes and utensils and the organisation and cleaning of the dining areas must be carried out after each meal. The cleaning work is carried out during the working hours included in the guaranteed wage.
2. The cabins must be arranged and cleaned daily. In addition, the cabins and dining areas must be thoroughly cleaned and washed once a week. This work is carried out during the working hours included in the guaranteed wage.
3. If the work referred to above cannot be carried out during the working hours included in the guaranteed wage, it must be carried out as overtime work.
4. Employees must make every effort to contribute to cleanliness and comfort by making their own beds.
5. The head of the catering department supervises the cleaning work carried out by the catering staff.

10.4 Leisure insurance

1. The employer is obliged to insure the employee against accidents occurring during leisure time and in the context of nautical sports activities under the same conditions as those laid down by law for accidents at work. This includes time off in lieu of overtime work and leave under the Seafarers' Annual Holidays Act.
2. The employer is also obliged to arrange supplementary leisure insurance for crew members to cover any injury caused intentionally by a third party to an employee, provided that the injured party has not, by his or her own conduct, played a decisive role in the event that caused the injury.
3. However, if the employer has failed to fulfil these obligations, he is responsible for ensuring that the employee or their successor in title receives the compensation provided for above.
4. When an employee suffers an accident, they must immediately inform the employer or their representative, who must, on request, provide the employee with a certificate of receipt of the notification. The shipmaster or shipowner must send a report of the accident to the relevant insurance company without delay after the accident has occurred.

5. If the shipmaster or shipowner fails to send the accident report to the insurance company in time, the shipowner is responsible for ensuring that the employee still receives compensation for the accident in accordance with the law.

6. Under the Seafarers' Employment Contracts Act, the benefits to which an employee is entitled in the event of sickness are also guaranteed in the event of an accident.

10.5 Repatriation of a deceased person

1. The repatriation of the body of an employee who has died in international traffic is arranged and paid for by the shipowner in accordance with the Seafarers' Employment Contracts Act.

10.6 Additional provisions applicable to musicians, soloists and music producers:

1. The maximum number of hours of performance/audio work (sound check) included in the guaranteed wage is 6.5 hours. For any performance time exceeding this, the rate of pay is increased by 1/200 of the guaranteed wage for the first hour and 1/100 of the guaranteed wage thereafter.

2. Regular working hours are organised in a maximum of three (3) periods per day starting at 12:00 AM.

3. If the time between work periods is less than two (2) hours, the break is counted as working time.

4. For each hour of performance/audio work, a 15-minute break is taken, which counts as working time.

5. Musicians shall be paid a uniform allowance in accordance with Annex 1.

6. If the team of employees'/employee's appearance is broadcast on radio or television, the team/employee will be paid an extra allowance for this time in accordance with the collective agreements for the radio and television industry.

7. Musicians are entitled to a minimum of two (2) hours of paid rehearsal per programme number.

8. Freight costs will be reimbursed, where applicable, similarly to travelling home.

9. Music performed by the team/employee may not be transmitted via sound transmission equipment/television to another part of the vessel without the consent of the team/employee.

10. The musician's cabin should be located in the least noisy place possible.

10.7 Strike, lockout or blockade declared in port

1. If a strike, lockout or blockade has been lawfully decided and declared in a port of entry or in a port where the vessel is docked, the employees shall not be ordered to perform the work in dispute beyond what is necessary to supply the vessel with food, fuel and other things absolutely necessary for its departure from the port.

10.8 Principle of continuous negotiations

1. If one of the parties to this Collective Agreement wishes to take the initiative to amend or supplement the agreement, it shall submit a reasoned written proposal to the other party, to which the latter shall respond in writing in the same manner without delay.
2. If the parties agree to amend or supplement the agreement, the amendment may be put into effect by agreement between the parties, notwithstanding that the period of validity of the Collective Agreement has not expired.
3. Otherwise, the negotiation procedure between the parties shall be governed by the provisions of this Agreement concerning the order of negotiation.
4. The above does not alter the existing obligation of industrial peace between the parties under the Collective Agreements Act. Consequently, if the negotiations conducted in accordance with the principle of continuous negotiations do not produce a result, this does not mean that the provision of the Collective Agreement to which the proposed amendment relates will cease to apply nor that the related obligation of industrial peace will cease to apply.

10.9 Order of negotiation for individual disputes

1. In the event of any disagreement over the application of this Collective Agreement which cannot be settled locally in the manner provided for in the shop steward agreement or negotiations between the Seafarers' Union and the shipowner, the signatory organisations to this agreement shall, whenever requested to do so by either party, endeavour to settle the disagreement by negotiation. The organisation of the party that considers a settlement necessary shall make a reasoned written submission to the other party, which shall likewise be answered promptly and within one (1) month at the latest and in a reasoned manner.
2. If either party considers that the other party has manifestly violated this Agreement or the provisions relating to seafarers, no further action shall be taken in respect thereof until the parties concerned have attempted to reach agreement through negotiation, unless the other party has failed to respond reasonably to the other party's written submission promptly or within one (1) month at the latest.
3. If a dispute arising out of the application or interpretation of this Agreement cannot be settled by negotiation, it may be referred to the Labour Court.
4. If the issue in question does not fall within the jurisdiction of the Labour Court, it may be submitted to an arbitral tribunal of five arbitrators, constituted as set out below, for a final decision.

10.10 Arbitral tribunal

1. For each dispute, the parties to this Collective Agreement shall separately elect two members each. The chairperson shall be a person appointed by the arbitral tribunal or, if there is no unanimous agreement on the appointment, a person appointed by the National Conciliator. The arbitrators shall determine separately in each case whether one of the parties to the dispute must pay, in whole or in part, the costs of the meeting of the arbitrators and the proceedings and whether and to what extent the other party must pay the costs of the proceedings.
2. The arbitrators shall, subject to this Agreement and the Collective Agreements Act, hear and determine the dispute in accordance with the provisions of the current Arbitration Act.

10.11 Work councils and union branches

1. The work councils set up by members of the Finnish Seafarers' Union have the right to hold meetings at the workplace, but in such a way that they do not interfere with work.
2. Elected officials of the union branches have the right to visit the vessels on member-related business.
3. Union branch notices, meeting notices and bulletins may be posted on the notice board on board the vessel as provided for in the shop steward agreement.

10.12 Representatives of the Finnish Seafarers' Union

1. The representatives of the Finnish Seafarers' Union have the right to visit vessels on professional and Seafarers' Union business. Representatives must have authorisation from the Union, and the visit must not interfere with the work of the crew.
2. If there is any doubt or concern about an employee's wages or other matters relating to the employment relationship, the representatives of the Finnish Seafarers' Union must be given all information relevant to the clarification of the case.

10.13 Transfer of the vessel and changing of the flag

1. If the shipowner transfers the vessel to a new owner or changes its flag, and if the measure leads to a situation where the employer has grounds for termination of the employment contract under Chapter 8, Section 3 of the Seafarers' Employment Contracts Act, the collective bargaining between the shipowner and its employees must aim to agree on a sufficiently long transition period to allow for the re-employment of the employees.
2. If these negotiations do not lead to a satisfactory outcome for the shipowner and the employees, the matter will be referred to the parties to the Collective Agreement.
3. The parties to the Collective Agreement may also negotiate measures to improve the profitability of the shipowner in order to avoid the transfer of the vessel or the changing of its flag if requested by one of the parties to the collective bargaining in the situation described above.
4. If the vessel continues to operate on the same service route after the transfer or flag change and if the employee continues to work on board the vessel after the transfer or flag change, the transferor is responsible for paying the employee at least the amount of wages set out in the Collective Agreement between the parties for the period of notice.
5. However, if the employee does not continue to work on board the vessel after the transfer or flag change, and if the transferor does not offer the employee a job corresponding to their profession for the period of notice, and if the employee transfers to a third employer during the notice period and is no longer available to the employer/transferor as a result, they are entitled to receive their wages for the entire notice period, provided that they have given notice of the transfer before the transferor has given notice of any replacement job.

10.14 Availability and translation of the Collective Agreement

1. The employer must make the Collective Agreement freely available to employees on the vessel's notice board.
2. Within one (1) month of signing the Collective Agreement, the employers' organisation party to the agreement must send a copy of the agreement and an electronic copy to the ministry responsible for labour protection and management.
3. For vessels engaged in international traffic, the Collective Agreement must also be available in English. The employers' organisation will ensure that the Collective Agreement is adequately translated into English or another working language of the vessel.

11 Period of validity

1. This Agreement is valid from 1 March 2024 to 28 February 2026.

Framework agreement

1 General information

The Act on Improving the Competitiveness of Vessels Engaged in Maritime Transport (1277/2007) lays down certain conditions for the State to support efforts to preserve the Finnish tonnage and seafaring community by providing financial assistance. The aid is conditional on the labour costs of the vessels entered in the Register of Merchant Vessels being brought to a level agreed upon by the social partners, which, taking into account the State aid, allows the vessel to operate in international traffic.

2 Non-passenger vessels registered for the first time in the Register of Merchant Vessels

The labour cost savings referred to in Section 1 above are made for non-passenger vessels that are entered in the Register of Merchant Vessels for the first time through the vessel-specific agreements on the number and qualification of crew members referred to in Section 3.2 of the collective agreement for deck and engine room crew and catering staff in foreign traffic (foreign traffic agreement) and through the agreements on guaranteed wages (vessel-specific agreements) referred to in the said Section, all of which are concluded between the member shipowners of the Finnish Shipowners' Association and the Finnish Seafarers' Union.

When agreeing on savings, the following issues will be given priority:

- Wage conditions and related bonuses and compensation;
- Wage structure;
- Working time provisions, including a rotation system (1:1) and overtime work compensation;
- Annual leave provisions, including annual leave pay; and
- The number of seafarers and other issues affecting manning and crewing.

If the negotiations concerning labour cost savings are not successful, either party shall have the right to withdraw from the provisions of the foreign traffic agreement in respect of the work on the vessel concerned, in which case the foreign traffic agreement shall cease to apply three (3) months after the termination.

3 Passenger vessels entered in the Register of Merchant Vessels

The parties note that the labour cost savings referred to in Section 1 above, which are to be agreed upon between the social partners, have already been implemented with the Agreement on international passenger vessels, which entered into force on 1 March 2001.

4 Reallocation of labour cost savings

If a party to a vessel-specific agreement concerning cargo vessels or a party bound by the passenger vessel agreement proposes the reallocation or rescaling of savings while this framework agreement, the foreign traffic agreement, vessel-specific agreements, or the passenger vessel agreement is in force, the proposal shall be negotiated in accordance with the principles concerning the so-called continuous negotiation procedure separately agreed upon by the parties to the framework agreement.

5 Relation to other collective agreements

During the period of validity of this framework agreement, an employer that is a party to or otherwise bound by the framework agreement, the foreign traffic agreement, a vessel-specific agreement or the passenger vessel agreement shall not enter with another employee association into a new collective agreement that falls within the scope of the foreign traffic agreement, vessel-specific agreements or the passenger vessel agreement and that is less favourable for the employees than the foreign traffic agreement and the related vessel-specific agreements or the passenger vessel agreement. If an employer party referred to above makes, during the period of validity and within the scope of the abovementioned agreements, a collective agreement with a higher adjustment of wages or other benefits that are more favourable for the employees, the foreign traffic agreement and the passenger vessel agreement are supplemented accordingly.

However, if, before the entry into force of this framework agreement, the employer party would previously have been bound by a collective agreement which conflicted with the foreign traffic agreement, a vessel-specific agreement concerning a cargo vessel or the passenger vessel agreement, the collective agreement which is more favourable to the employee shall prevail. In the event of a dispute as to which collective agreement is more favourable, the matter will be settled by the signatory organisations to this framework agreement.

6 Period of validity

This framework agreement is valid as part of the foreign traffic agreement and the passenger vessel agreement in the same manner as the foreign traffic agreement and the passenger vessel agreement.

List of annexed agreements

(annexes will be published as a separate booklet)

| | |
|-------------------|--|
| ANNEX 1 | WAGE ANNEX |
| ANNEX 3 | FIXED-TERM CONTRACTS |
| ANNEX 4 | AGREEMENT ON JUSTIFICATIONS FOR DISMISSAL AND FURLOUGH IN INTERNATIONAL SEAFARING TRAFFIC |
| ANNEX 5.2 | PART-TIME WORK (PASSENGER VESSEL) |
| ANNEX 7 | SALARY FOR ABSENT PERSONNEL |
| ANNEX 8 | AGREEMENT ON OCCUPATIONAL SAFETY IN WORKPLACES IN THE SEAFARING |
| ANNEX 9 | OCCUPATIONAL SAFETY AND HEALTH AGREEMENT MODEL FOR INDUSTRY COMMITTEES |
| ANNEX 10 | SEAFARING INDUSTRY HEALTH CARE AGREEMENT |
| ANNEX 10.1 | SUBSTANCE-FREE WORKPLACE |
| ANNEX 10.2 | TREATMENT REFERRAL AGREEMENT CONCERNING ABUSERS OF ALCOHOL AND INTOXICANTS |
| ANNEX 11 | INTERNATIONAL TRAFFIC SHOP STEWARD AGREEMENT |
| ANNEX 11.1 | ANNEX TO THE SHOP STEWARD AGREEMENT, MODEL OF THE CHIEF SHOP STEWARD AGREEMENT |
| ANNEX 12 | AGREEMENT ON TRAINING ACTIVITIES WITH GUIDELINES AND MARITIME APPLICATIONS |
| ANNEX 12.1 | E-LEARNING AGREEMENT |
| ANNEX 13 | OPERATING MODEL FOR EMPLOYMENT AND CHANGE SECURITY |
| ANNEX 14 | AGREEMENT ON THE DANGER OF WAR |
| ANNEX 15.1 | CALCULATING FIXED-TERM EMPLOYEES' WORKING DAYS AND DAYS OFF |
| ANNEX 15.2 | CALCULATING FIXED-TERM EMPLOYEES' HOLIDAY PAY |
| ANNEX 17 | INAPPROPRIATE TREATMENT AT WORK |