GENERAL AGREEMENTS UNDER THE COLLECTIVE AGREEMENT FOR DECK OFFICERS AND NURSES IN INTERNATIONAL TRAFFIC

1 March 2025–29 February 2028 (2 years + 1 optional year)

Finnish Shipowners' Association (FSA)

Finnish Ship Officers' Union (FSOU)

MINUTES

NEW COLLECTIVE AGREEMENT DOCUMENTS – GENERAL AGREEMENTS

1 Validity of the collective agreement

It was noted that the collective agreements covering deck officers and nurses remain in force in accordance with the provisions concerning their validity agreed between the parties in the most recent collective agreement protocol.

2 Technical update of the general agreements under the FSOU–FSA Collective Agreement for Deck Officers and Nurses in International Traffic

It was noted that the parties have brought the general agreements under the collective agreement up to date by incorporating into the agreement texts the amendments agreed between the parties in the collective agreement protocols for 2012–2027. The salary appendices to the main agreements are up to date, including compensation for benefits in kind.

The parties have noted that the main agreements and general agreements will not be reprinted in book form in the next few years. Instead, any amendments to the agreements and salary increases arising from collective bargaining rounds will be agreed in collective agreement protocols. However, the intention is to update the electronic versions of the main agreement and the general agreements (appendices) whenever further textual amendments are made.

The parties carried out a technical update of the general agreements under the collective agreement during 2026.

The starting point for this update was the collective agreement concluded in 2012, which is the most recent consolidated version of the collective agreement and general agreements. On 12 September 2012, the parties brought the collective agreements up to date by incorporating into the agreement texts the amendments agreed between the parties in the collective agreement protocols for 2005–2011. As part of the present update, the protocols listed below have been incorporated into the general agreements under the 2012 collective agreement:

- Protocol dated 12 September 2012 (most recent consolidated version of the collective agreement and general agreements)
- Collective agreement protocol for 1 March 2012–31 March 2014, signed on 16 November 2011
- Supplementary protocol for 1 March 2012–31 March 2014, signed on 24 November 2011
- Collective agreement protocol for 1 March 2014–28 February 2017, signed on 22 April 2014
- Supplementary protocol for 1 March 2014–28 February 2017, signed on 22 April 2014
- Collective agreement protocol for 1 March 2017–28 February 2018, signed on 27 February 2017
- Collective agreement protocol for 1 March 2018–28 February 2019, signed on 28 March 2018
- Proposed settlement for 1 March 2019–28 February 2021, signed on 11 March 2019
- Collective agreement protocol for 1 March 2021–28 February 2022, signed on 5 March 2021
- Collective agreement protocol for 1 March 2022–28 February 2023, signed on 3 March 2022
- Collective agreement protocol for 1 March 2023–29 February 2024, signed on 1 March 2023
- Proposed settlement for 1 March 2024–28 February 2026, signed on 13 March 2024. (The textual amendments have been incorporated for the first year only, as SLPL terminated the optional year 2025–2026.)
- Collective agreement protocol for 1 March 2025–28 February 2027, signed on 5 March 2025. (An optional year is possible until 29 February 2028.)

In this technical update carried out in 2026, the general agreements have been updated to incorporate all amendments and revisions to the collective agreement provisions concerning the general agreements that were agreed between the parties during collective bargaining negotiations.
The parties acknowledge that other agreements have also been concluded between them. This technical update does not address any agreements or negotiated outcomes other than those listed above by the parties.
The parties confirm that this update is purely technical in nature and that none of the amendments made during the update have changed, or were intended to change, the interpretation of the collective agreement.

Helsinki, 1 September 2026

Finnish Shipowners' Association – Suomen Varustamot ry – Rederierna i Finland
Finnish Ship Officers' Union – Suomen Laivanpäällystöliitto ry – Finlands Skeppsbefälsförbund ry

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1. MARITIME WORKING TIME PROVISIONS

1. Definitions

Working time in international traffic shall be arranged in accordance with the Seafarers' Working Hours Act (296/1976), which entered into force on 1 July 1976, unless otherwise provided below.

For the purpose of these provisions:

shift worker means an employee whose work is divided into watches; **day worker** means an employee whose work is not divided into watches and who is not a catering or service employee;

catering or service employee means an employee engaged to provide meals or services for the crew or passengers, to perform other duties related to such work, or to carry out office work or other similar duties not forming part of deck, engine-room or radio service; **passenger vessel** means a vessel which, under the regulations in force, is required to be surveyed as a passenger vessel;

day means the period from 00:00 to 24:00; **day in port** means a day during which the vessel is in port;

day at sea means a day during which the vessel is at sea; **day of arrival or departure** means a day on which the vessel arrives in or departs from port. Where both the arrival and departure of a vessel occur on the same day, working time shall be determined according to the later event;

week means the period from 00:00 on Monday to 24:00 on Sunday; **public holiday** means a Sunday or other religious holiday, as well as Independence Day and May Day.

2. Working time of shift workers

2.1 Day at sea

2.1.1 The regular working time of a shift worker shall not exceed 8 hours per day or 40 hours per week.

2.1.2 On public holidays, a shift worker may only be required to perform work referred to in section 7(2), paragraphs 1–7, of the Seafarers' Working Hours Act.

2.1.3 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, overtime compensation shall be paid for all work performed after 12:00, with the exception of necessary watches.

2.1.4 The master of the vessel may also freely agree with those on watch to carry out vessel maintenance work between 18:00 and 06:00, provided that such work does not disturb the rest of others.

2.2 Day of arrival

2.2.1 The regular working time of a shift worker shall not exceed 8 hours per day or 40 hours per week.

2.2.2 On public holidays, a shift worker may only be required to perform work referred to in section 7(2), paragraphs 1–7, of the Seafarers' Working Hours Act.

2.2.3 On Saturdays and on the eves of Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day, regular working time shall be no more than 8 hours and no less than 3 hours. Overtime compensation shall be paid for all work exceeding 3 hours, excluding work

performed during a watch, which shall also include mooring the vessel and associated duties. After the vessel has been moored, a shift worker who has worked for 3 hours or more on the above basis shall not be required to perform regular shipboard duties.

2.2.4 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, overtime compensation shall be paid for all work performed after 12:00, with the exception of necessary watches.

2.2.5 Regular working time shall be arranged as one continuous period, except for watches and vessel mooring operations. This restriction shall not apply to interruptions caused by meal and coffee breaks.

2.3 Day of departure

2.3.1 The regular working time of a shift worker shall not exceed 8 hours per day or 40 hours per week.

2.3.2 On public holidays, a shift worker may only be required to perform work referred to in section 7(2), paragraphs 1–7, of the Seafarers' Working Hours Act.

2.3.3 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, overtime compensation shall be paid for all work performed after 12:00, with the exception of necessary watches.

2.3.4 Regular working time shall be arranged as one continuous period, except for watches, unmooring operations and work required to prepare the vessel for sea. This restriction shall not apply to interruptions caused by meal and coffee breaks.

2.4 Day in port

2.4.1 The regular working time of a shift worker shall not exceed 8 hours per day or 40 hours per week.

2.4.2 On a day in port falling on a public holiday or Saturday, a shift worker shall not be permitted to work. (Section 7(3) of the Seafarers' Working Hours Act). Notwithstanding the above, an employee may be required to work overtime in return for compensation. (Section 9(1) of the Seafarers' Working Hours Act).

2.4.3 Regular working time shall be arranged so that a shift worker is not required to work outside the hours of 06:00 to 18:00.

2.4.4 The maritime employers' associations, the Finnish Engineers' Association and the Finnish Ship Officers' Union have agreed that the above provision shall also apply when a vessel is discharging or loading cargo offshore or in an open roadstead.

2.4.5 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, and on the eves of Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day, regular working time shall be 3 hours, scheduled between 06:00 and 12:00. Where any of these eves falls on a Saturday, overtime compensation shall be paid for work performed.

3. Working time of catering and service employees

3.1 Days at sea, days of arrival and days of departure

3.1.1 The regular working time of a catering or service employee shall not exceed 8 hours per day or 40 hours per week.

3.1.2 Regular working time shall be arranged so that:

1) a catering or service employee on a passenger vessel is not required to work over a period exceeding 14 hours in any one day (section 5(1), paragraph 3, of the Seafarers' Working Hours Act). The parties have agreed that, by way of derogation from the above, the regular working time of a member of the catering and service staff may be divided into no more than two periods per day, provided that the employee is given at least 8 consecutive hours of rest per day. This is subject to the matter being dealt with on board the vessel in accordance with the procedures prescribed by the Cooperation Act;

2) a catering or service employee on a vessel other than a passenger vessel is not required to work outside the hours of 06:00 to 19:00, or outside the hours of 06:00 to 15:00 on a public holiday or a day in port falling on a Saturday. (Section 5(1), paragraph 4, of the Seafarers' Working Hours Act)

3.2 Day in port

3.2.1 Regular working time shall not exceed 8 hours per day or 40 hours per week.

However, the regular working time of a catering or service employee on a day in port falling on a public holiday or Saturday shall not exceed 5 hours:

1) on a vessel other than a passenger vessel; and

2) on a passenger vessel when no passengers are on board.

3.2.2 Regular working time shall be arranged so that:

1) a catering or service employee on a passenger vessel is not required to work over a period exceeding 14 hours in any one day (section 5(1), paragraph 3, of the Seafarers' Working Hours Act); and

2) a catering or service employee on a vessel other than a passenger vessel is not required to work outside the hours of 06:00 to 19:00, or outside the hours of 06:00 to 15:00 on a public holiday or a day in port falling on a Saturday (section 5(1), paragraph 4, of the Seafarers' Working Hours Act).

However, where no passengers are on board a passenger vessel during a day in port, the period referred to in paragraph 1 above may not exceed 12 hours and must end before 19:00 on a weekday other than Saturday, and before 15:00 on a public holiday or Saturday (section 5(2) of the Seafarers' Working Hours Act).

3.2.3 On a day in port falling on a public holiday, a catering or service employee on a vessel other than a passenger vessel, or on a passenger vessel when no passengers are on board, may only be required to perform work necessary to provide meals for the crew and passengers, essential serving duties and light cleaning duties (section 8(2) of the Seafarers' Working Hours Act). The parties have agreed, by way of derogation from section 12(2) of the Seafarers' Working Hours Act, that when a vessel is in port on a public holiday, a catering or service employee shall be paid 1/63 of their monthly cash salary for each hour worked during regular working time.

3.2.4 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, and on the eves of Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day, regular working time shall not exceed 5 hours.

4. Working time of day workers
(For engine officers, the provisions of section 6 of the collective agreement supplementing the framework agreement for deck officers and marine engineers shall apply to days at sea, days of arrival and days of departure.)

4.1 Day at sea
4.1.1 The regular working time of a day worker shall not exceed 8 hours per day or 40 hours per week (NOTE: see clause 4.3.5).

4.1.2 On public holidays, a day worker shall not be required to perform shipboard duties as part of their regular work.

4.1.3 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, overtime compensation shall be paid for all work performed after 12:00. (Working time shall correspond to the length of the morning shift on an ordinary weekday, e.g. 07:00–08:00 and 08:30–12:00 = 4.5 hours).

4.1.4 Regular working time shall be arranged so that a day worker is not required to work outside the hours of 06:00 to 18:00 on a day at sea.

4.1.5 In addition to the provisions of clause 4.3.5, a day worker shall be entitled to compensatory leave where they agree to work more than 3 hours on a Saturday. By agreement, a day worker may also work up to 8 hours on a public holiday in return for compensatory leave.

4.2 Day of arrival
4.2.1 The regular working time of a day worker shall not exceed 8 hours per day or 40 hours per week. (NOTE: see clause 4.3.5)

4.2.2 Regular working time shall be arranged as one continuous period, except for vessel mooring operations. This restriction shall not apply to interruptions caused by meal and coffee breaks.

4.2.3 On the eves of Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day, regular working time shall not exceed 8 hours. Overtime compensation shall be paid for all work exceeding 3 hours, excluding vessel mooring operations and associated duties. If the vessel arrives before 12:00, regular working time shall be scheduled between 06:00 and 12:00. If the vessel arrives after 12:00, regular working time shall be scheduled between 06:00 and 18:00.

4.2.4 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, overtime compensation shall be paid for all work performed after 12:00.

4.2.5 On public holidays, a day worker shall not be required to perform shipboard duties as part of their regular work.

4.3 Day of departure
4.3.1 The regular working time of a day worker shall not exceed 8 hours per day or 40 hours per week. (NOTE: see clause 4.3.5)

4.3.2 Regular working time shall be arranged as one continuous period, except for unmooring operations and work required to prepare the vessel for sea. This restriction shall not apply to interruptions caused by meal and coffee breaks.

4.3.3 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, overtime compensation shall be paid for all work performed after 12:00.

4.3.4 On public holidays, a day worker shall not be required to perform shipboard duties as part of their regular work.

4.3.5 Pursuant to section 16 of the Seafarers' Working Hours Act, the following has been agreed concerning the working time of day workers on days at sea, days of arrival and days of departure that fall on an ordinary Saturday:

a) on a day at sea, 3 hours, with working time scheduled between 06:00 and 12:00;

b) on a day of arrival, 3 hours, with working time scheduled between 06:00 and 12:00;

c) on a day of departure, 3 hours.

The above-mentioned overtime shall be compensated by special compensatory leave in accordance with section 14 of the Seafarers' Working Hours Act.

4.4 Day in port
4.4.1 The regular working time of a day worker shall not exceed 8 hours per day or 40 hours per week (NOTE: see clause 4.3.5).

4.4.2 On public holidays, a day worker shall not be required to perform shipboard duties as part of their regular work.

4.4.3 Overtime compensation shall be paid for work performed on a Saturday in port.

4.4.4 Regular working time shall be arranged so that a day worker is not required to work outside the hours of 06:00 to 18:00 on a day in port.

4.4.5 On Easter Saturday, Midsummer Eve, Christmas Eve and New Year's Eve, and on the eves of Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day and Independence Day, regular working time shall be 3 hours, scheduled between 06:00 and 12:00, except where any of these eves falls on a Saturday, in which case overtime compensation shall be paid for work performed.

5. Port watch
Notwithstanding the above provisions concerning the scheduling of working time, regular working time may also be scheduled between 18:00 and 06:00 on weekdays other than Saturdays for the purpose of arranging port watches (section 5(3) of the Seafarers' Working Hours Act).

6. Overtime compensation
6.1 Standard overtime compensation (section 13 of the Seafarers' Working Hours Act)

6.1.1 Overtime compensation paid in cash
Overtime compensation paid in cash shall be at least 1/102 of the employee's monthly cash salary per hour of overtime worked on a weekday and at least 1/63 of the employee's monthly cash salary per hour of overtime worked on a public holiday. Meal allowances or equivalent compensation shall not be included in the cash salary for this purpose.

6.1.2 Basis for calculating compensation
Overtime compensation shall be calculated on the basis of the basic salary and any length-of-service increments. During periods when an ocean-going allowance and/or oil tanker allowance is paid, such allowances shall also be included in the calculation of overtime compensation.

6.1.3 Conversion of overtime into time off
See clause 10 of the Maritime Working Time Provisions, Rotation System.

6.2 Overtime compensation in the form of compensatory leave (does not apply to masters or chief engineers exempt from watchkeeping duties)
6.2.1 Statutory compensatory leave (section 12(2) of the Seafarers' Working Hours Act)

An employee shall be entitled to compensatory leave equivalent to the time worked during regular working hours on an ordinary Saturday, on Midsummer Eve or Christmas Eve falling on a weekday, or on a public holiday.

By way of derogation from the above, the parties have agreed that, in the case of deck officers on E0 vessels, where a vessel departs from or arrives in port on a Saturday or public holiday, time spent at sea shall be compensated by compensatory leave and time spent in port by overtime compensation.

6.2.2 Working time provisions
From the beginning of the agreement period, working time shall be reduced to 39 hours per week, with an additional hour of compensatory leave accruing each week.

From 1 October 1981, working time shall be further reduced to 38 hours per week, with a further hour of compensatory leave accruing each week.

6.2.3 Additional compensatory leave
In addition to statutory compensatory leave, an employee shall be entitled to 8 hours of additional compensatory leave for each day at sea that falls on a public holiday.

Protocol note:
For the purposes of this provision, a public holiday means a Sunday, a religious holiday, Independence Day or May Day.
Where both the arrival and departure of a vessel occur on the same day and that day is a public holiday, an employee on duty shall accrue additional compensatory leave, with time spent in port treated as time spent at sea if the employee is unable to leave the vessel. In other cases, on a day of arrival or departure that falls on a public holiday, additional compensatory leave shall accrue while the vessel is at sea at the rate of one hour for each three-hour period commenced.

Protocol note:
Time at sea shall be calculated from the moment the vessel casts off from the berth to depart or, if the vessel has been lying somewhere other than alongside a berth, from the moment it leaves that location.

Time at sea shall be deemed to end when the vessel is moored at a location as described above or, where the vessel is at anchor, provided that it is possible to go ashore from the vessel.

A stay of no more than three hours at such a location shall not interrupt the accrual of additional compensatory leave.

6.3 Taking and payment of statutory and additional compensatory leave
1. Where previously accrued compensatory leave is taken as time off ashore, no more than 8 hours shall be deducted from the accrued entitlement for each weekday taken off, excluding Saturdays.

However, on the eves of Epiphany, Good Friday, May Day, Ascension Day, All Saints' Day, Independence Day and New Year's Day, no more than 3 hours shall be deducted from the accrued entitlement.

2. Where it is agreed that compensatory leave will be paid in cash, the payment shall be at least 1/160 of the employee's monthly cash salary for each hour.

3. When taking the days off referred to in the first and second paragraphs of item 1 above, the provisions of the Seafarers' Annual Holidays Act (433/1984) concerning the port at which leave is granted and notification of the timing of leave shall apply, as appropriate.

Protocol note:
However, this shall not apply to compensatory leave under section 14(1), paragraph 2, of the Seafarers' Working Hours Act, which shall be granted in addition to the rotation system as time off in a Finnish port or, by agreement, in a foreign port. In such cases, the period of time off must be at least equal to the working time giving rise to the entitlement to compensatory leave.

4. Upon termination of employment, any outstanding compensatory leave entitlement shall be paid out at the rate of one day's salary for every 6.5 hours qualifying for compensatory leave.

6.4 Benefits in kind
6.4.1 Where compensatory leave is granted as time off on weekdays, the employee shall be entitled to compensation for benefits in kind in accordance with the provisions of the Seafarers' Annual Holidays Act for each day of compensatory leave and any intervening public holidays (Easter Saturday, Midsummer Eve and Christmas Eve shall not be counted as compensatory leave).

6.4.2 Where compensatory leave is granted as time off in a Finnish port or, by agreement, in a foreign port, the employee shall be entitled to compensation for benefits in kind in accordance with the provisions of the Seafarers' Annual Holidays Act for each full day of compensatory leave and any associated Saturdays and public holidays, provided that the employee does not take meals on board and has notified the head of the catering department accordingly no later than the end of working hours on the preceding day.

6.4.3 An employee shall be entitled to compensation for benefits in kind when leaving the vessel in a Finnish port for a Saturday and/or Sunday, provided that the employee does not take meals on board and has notified the head of the catering department accordingly no later than the end of working hours on the preceding day.

6.5 Temporary appointment to a higher rank
Where an employee has temporarily served in a rank higher than their permanent rank during their period of service, compensatory leave in the circumstances referred to in section 14(1), paragraphs 1 and 3, of the Seafarers' Working Hours Act shall be compensated on the basis of the salary applicable to the rank in which the entitlement was accrued.

6.6 Basis for calculating compensation
When calculating compensation for accrued compensatory leave, the same allowances shall be taken into account as when calculating annual holiday pay.

Where an employee has been entitled to such allowances for only part of the relevant period, they shall be taken into account in proportion to the period for which they were paid.

7. Shift work performed by day workers (deck and engine-room crew covered by the Finnish Seafarers' Union)

7.1 Where a day worker is assigned to watches for a period of less than one day, the provisions concerning day workers in the Maritime Working Time Provisions shall apply to their regular

working time.

7.2 An employee who alternates between shift work and day work on successive voyages shall, following the vessel's arrival in port, retain the status they held upon arrival for the purposes of the compensatory leave provisions until the vessel commences its next voyage.

8. Meal times and rest breaks

The maritime employers' and employees' organisations consider it necessary for meal and coffee breaks to be arranged within the following time periods when the vessel is in port, unless there are particular reasons preventing this:

Breakfast/coffee breakfast	06:30–08:30
Lunch	11:00–13:00
Afternoon coffee break	15:00–16:30
Dinner	16:30–18:30

A meal break may be shortened to a minimum of half an hour, and its starting time may be moved by no more than one hour. A meal schedule jointly prepared by representatives of the vessel's various departments and the head of the catering department, and approved by the master, shall be displayed prominently in the dining areas.

Those responsible for supervising work on board and the head of the catering department shall, where necessary, jointly plan a suitable meal schedule that causes as little disruption as possible. They shall also inform ship chandlers, stevedores and other relevant parties of the meal breaks. Where necessary, staggered meal breaks should be arranged in half-hour shifts. If it becomes necessary for any reason, such as particular conditions in port, to depart from the usual meal schedule, the galley staff and those primarily responsible for supervising the various groups of employees shall be informed as soon as possible.

Where overtime is worked between 18:00 and 06:00, a seafarer shall be given a 10-minute rest break after every two-hour period of work. This break shall count as working time. After every four-hour period of work, a half-hour coffee break shall be provided, which shall not count as working time. These provisions shall not apply to emergency and safety duties.

Where a cargo vessel arrives in port on a public holiday or the eve of a public holiday and is moored alongside before 10:00, the arrangements for afternoon meals shall follow the customary practice applicable when the vessel is in port on public holidays and their eves. This shall also apply to an anchorage where the vessel is being loaded or discharged.

9. Estimated departure time of the vessel

The vessel's estimated departure time shall, where possible, be displayed on a noticeboard near the gangway at least 4 hours before the estimated departure. This provision shall not apply to vessels operating scheduled services.

10. Rotation system

The parties shall intensify their co-operation to investigate the reasons for poor productivity growth and agree on measures to improve productivity. The parties emphasise that manning and crew rotation arrangements are closely linked to improvements in productivity and earnings. These considerations must therefore be taken into account when resolving such matters, and efforts must also be made to identify new approaches.

1. The introduction of a rotation system on vessels operated by member shipping companies of the Finnish Shipowners' Association shall be agreed in accordance with the provisions set out below.

2. For the purposes of this agreement, a rotation system means an arrangement under which employees' periods of duty and leave recur as regularly as possible.

3. Where a Finnish employee's period of leave begins in a foreign port and the journey to Finland involves travel lasting more than 12 hours, the period of leave shall be deemed to begin at 24:00 on the day following the day of departure. In other cases, the period of leave shall be deemed to begin at 24:00 on the day of departure. Unless otherwise agreed, the employee shall return from leave in sufficient time to commence the journey to the vessel in accordance with their regular working hours.

4. The rotation system shall operate at a minimum ratio of 2:1 (units of time worked to units of time off) or at a ratio of 1:1. When implementing the rotation system, the vessel's sailing schedule and trading area shall be taken into account, and periods of duty shall be arranged so that they do not exceed 4–5 months. Exceptions may be made in cases of unexpected illness or comparable circumstances, or where the vessel is in a port on the other side of an ocean and is due to arrive within one month at a port from which the employee's journey home can be arranged at considerably lower cost or more easily.

5. The regularity of the rotation system may vary according to the season, vessel type and route. However, efforts shall be made to schedule compensatory leave and annual leave in a practical manner, taking into account the vessel's location and any journeys home by employees. Where a marine engineer serving on a vessel engaged in a particular trade cannot participate in a flexible rotation system because of the vessel's trading area or the provisions of paragraph 1, the employer shall endeavour to establish an arrangement under which overtime is converted into compensatory leave to achieve a ratio of 2:1 between units of working time and time off. Accrued compensatory leave and annual leave shall also be included in this arrangement. For the avoidance of doubt, it has been agreed in paragraph 2 of item 5 of the rotation system provisions that, on vessels where regular rotation cannot be arranged, if accrued annual leave entitlement, compensatory leave and days off do not provide an employee with time off at a ratio of 2:1 (working time to time off), overtime may be converted into time off on a monthly basis to achieve that ratio.

6. The employer shall prepare a proposal for the detailed implementation of the rotation system, which shall be agreed with the chief engineer and marine engineers of the vessel concerned in accordance with the guidelines set out above. If the parties are unable to reach a mutually satisfactory agreement when establishing or implementing the rotation system, negotiations shall be referred directly to the Finnish Engineers' Association and the shipping company.

7. Records of the rotation system shall be maintained in the same manner as prescribed for working time records under the Seafarers' Working Hours Act. The agreed rotation system shall also be displayed in a suitable location where it can be consulted by the persons concerned.

8. If no agreement on the rotation system is reached in the negotiations referred to in item 6, the matter shall be referred for resolution through negotiations between the parties to the collective agreement, in accordance with the negotiation procedure prescribed in the collective agreement.

9. Overtime compensation shall be paid in cash or, with the employee's consent, granted as time off. Where required by the rotation system, overtime may be converted into compensatory leave. In such cases, one hour of overtime worked on a weekday shall be equivalent to 1.4 hours of time off, and one hour of overtime worked on a public holiday shall be equivalent to 2.0 hours of time off.

10. Where a period of duty under the rotation system lasts at least 3 months, hours spent travelling abroad shall count as working time for the purposes of regular working hours.

11. The above provisions shall remain in force for the same period as the framework agreement.

2. ANNUAL LEAVE PROVISIONS

1. Annual leave
Annual leave shall be determined in accordance with the Seafarers' Annual Holidays Act (433/1984).

After more than five years of service, the annual leave entitlement shall be 16 weekdays for each full leave-accrual period.

2. Annual holiday pay
Annual holiday pay shall be calculated on the basis of the salary payable to the employee for their permanent position at the commencement of their annual leave. If, during the leave-accrual year, an employee has temporarily held a position higher than their permanent position for a total of at least one month, their annual holiday pay or holiday compensation shall be calculated in accordance with the salary entitlements applicable to the respective periods of service.

Annual holiday pay shall include basic salary, qualification allowances and any length-of-service increments. In addition, so-called fixed allowances shall be included in annual holiday pay in proportion to the period for which they were paid during the leave-accrual period.

Fixed allowances comprise: the oil tanker allowance, refrigerated vessel allowance, chief officer's liquefied gas allowance, ocean-going allowance, uniform allowance, passenger vessel allowance, extra-European trading allowance for masters and chief engineers, route pilotage allowance paid to a master or deck officer, large vessel allowance, general purpose certificate allowance (GP-allowance), radiotelephone operator's allowance, the fixed component of the radio operator's typing allowance, the fixed component of the radio operator's radio monitoring allowance, war risk allowance, maintenance allowance and fire chief allowance. The master's pilotage compensation shall be regarded as a fixed allowance where it is paid as a monthly allowance of a specified amount.

The multiplier of 1.18 prescribed in section 13(2) of the Seafarers' Annual Holidays Act, by which an employee's daily pay is increased during annual leave, shall not apply to benefits in kind payable during leave. Such benefits shall be paid at the rates specified in the applicable collective agreement at the relevant time. The holiday bonus shall be calculated on the basis of the increased daily pay and the benefits in kind without the increase.

3. Payment of annual holiday pay
During annual leave, benefits in kind shall also be paid for Sundays, religious holidays, Independence Day, Midsummer Eve, May Day, Christmas Eve and Easter Saturday.

An employee entitled to annual leave under the Seafarers' Annual Holidays Act shall be paid a holiday bonus equivalent to 50% of their annual holiday pay. (Benefits in kind shall also be taken into account when calculating the holiday bonus.)

The holiday bonus shall be paid together with the payment of the employee's annual holiday pay.

Where annual leave is taken in separate periods, the corresponding proportion of the holiday bonus shall be paid at the beginning of each period of leave, applying the above provisions as appropriate.

4. Holiday compensation upon termination of employment
When holiday compensation is paid, benefits in kind shall be compensated only for the days in respect of which the holiday compensation is payable.

5. Granting of leave
Where shipping operations permit, the shipping company shall agree with the crew on arrangements for granting time off at the most regular intervals possible within the periods available for annual leave and compensatory leave. In such cases, the employee shall be entitled to salary and compensation for benefits in kind for intervening public holidays on the same basis as during annual leave.

6. Travel during leave, travel by substitutes and travel to attend courses
An employee returning to their position from annual leave, compensatory leave or sick leave shall be entitled to reimbursement by the employer of the cost of a train, bus, ship or discounted air ticket for the return journey

between their place of residence in Finland and the vessel. Where a discounted fare is not available, the cost of an economy-class air ticket shall be reimbursed**.**

Where a seafarer employed on a vessel other than a passenger vessel returns to the vessel from annual leave, compensatory leave or sick leave, taxi fares shall be reimbursed, unless otherwise agreed in advance between the employer and the employee, for travel between the bus or railway station or airline city terminal at the location where the employee returns to work (or the airport, if the journey from there is shorter) and the port, or between the relevant transport terminal and the employee's home in their place of residence, where:

- no public transport service is available between the locations concerned; or

- the employee has been requested to return to the vessel at a time of day when public transport services are not operating.

Taxi fares shall be reimbursed only upon presentation of a receipt, in accordance with the rates specified in the salary appendix, per taxi journey.

The use of a private car must be agreed separately with the employer. Mileage allowance shall be paid in accordance with the decision of the Finnish Tax Administration.

The employer shall pay the reasonable travel expenses of a substitute employee from their place of residence in Finland to the vessel and for the return journey upon termination of employment (substitutions lasting less than 6 months).

7. Benefits in kind
Compensation for meals and accommodation during leave shall be governed by the relevant provisions elsewhere in this collective agreement.

8. Entry into force
The above annual leave provisions shall remain in force for the same period as the framework agreement.

3. CO-OPERATION AGREEMENT FOR THE MARITIME SECTOR

General provisions

Scope of application
This agreement shall apply to member shipping companies of the Finnish Shipowners' Association.

1. Workplace co-operation bodies
The employer, the shop steward organisation and the occupational safety and health organisation shall be responsible for workplace co-operation. They may also establish other company-specific bodies, as mutually agreed, to carry out tasks agreed locally. When appointing members to co-operation bodies, due consideration shall be given to the expertise and range of professional backgrounds required by those bodies.

2. Elections to co-operation bodies
Elections shall be conducted at the workplace in a manner that does not cause unreasonable disruption to work and, wherever possible, affords all eligible voters an opportunity to participate in the election.

3. Shop stewards
Members of the Finnish Engineers' Association and the Finnish Ship Officers' Union working on vessels operated by a shipping company shall be entitled to elect company-specific shop stewards and their deputies.

3.1 Local agreement on the co-operation organisation
It may be agreed locally that the same person shall serve as both shop steward and occupational safety and health representative.

Members of the Finnish Engineers' Association and the Finnish Ship Officers' Union may agree locally to elect one joint shop steward and a deputy for the shipping company.

It may be agreed locally to establish one or more co-operation bodies responsible for the duties of local bodies under the Cooperation Act, the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, occupational health care legislation and the Act on Equality between Women and Men, as well as for co-operation duties relating to development activities.

3.2 Authority of shop stewards
The shop stewards of the Finnish Engineers' Association and the Finnish Ship Officers' Union shall each represent their respective members in employment matters.

Efforts shall be made to resolve employment-related disputes amicably through negotiations between the shop steward and the employer. Only if such negotiations fail may the matter be referred to the parties to the collective agreement for resolution in accordance with the negotiation procedure prescribed in that agreement.

3.3 Notifications
The parties shall notify each other in writing of the shop stewards elected and the negotiating representatives appointed by the employer.

3.4 Release from work for shop steward duties
The chief shop steward shall be entitled to time off during each calendar year to perform duties associated with their role as shop steward (in work premises provided by the shipping company for

this purpose) as follows:

- In shipping companies with more than 10 vessels, 30 days
- In shipping companies with 6–10 vessels, 20 days
- In shipping companies with 3–5 vessels, 10 days
- In shipping companies with 1–2 vessels, 5 days

The amount of time allocated to performing these duties on each occasion shall be agreed locally, taking into account the trading area and sailing schedule. The shop stewards themselves shall be responsible for managing the time allocated to the above shop steward days.

Subject to the shipping companies' approval, shop stewards may also be elected at company level to represent specific sectors.

If a shop steward is unable to take the time off during working hours because of urgent work or other work-related duties, and is consequently required to perform shop steward duties during their free time, the time off provided for under this agreement shall be compensated by other time off, in a manner separately agreed between the shipping company and the union.

The chief shop steward shall be granted time off work to participate in collective bargaining negotiations and in the work of committees and working groups jointly approved by the shipping company and the Finnish Ship Officers' Union. In the circumstances referred to in this paragraph, the granting of time off shall be subject to its being possible in each case, taking into account the nature of the employee's duties.

3.5 Compensation for shop steward duties

A shop steward's monthly salary shall not be reduced when they negotiate with the employer during working hours or perform other duties agreed with the employer.

Work performed by a shop steward during a period of leave at the employer's initiative in connection with their shop steward duties shall qualify for compensatory leave and shall be treated as equivalent to working time on board. This provision shall apply to the chief shop steward, shop stewards and deputy shop stewards.

Where a shop steward performs duties agreed with the employer outside their regular working hours, overtime compensation shall be paid for the time thereby lost.

A shop steward shall be entitled to compensation for days spent performing shop steward duties at a rate equivalent to 2.0 times the weekday overtime rate.

The parties acknowledge that, where a shop steward is paid an individually agreed salary or under a comparable remuneration arrangement, compensation for shop steward duties shall be agreed separately between the employee and the employer.

Travel, communication, accommodation, meal and other expenses necessary for the performance of shop steward duties shall be reimbursed in a manner separately agreed between the shipping company and the shop steward.

3.6 Premises and equipment for shop stewards

The employer shall provide the shop steward with office premises, office equipment and employment-related reference materials to the extent reasonably required by the circumstances of the shipping company and the shop steward's duties within the company.

For the purpose of resolving disputes, the shop steward shall be entitled to use the telephone or radiotelephone free of charge and to send and receive telexes, faxes, telegrams and emails free of charge.

3.7 Employment protection for shop stewards

An officer serving as a shop steward shall not, during or because of their performance of these duties, be transferred to lower-paid work or to work that would substantially hinder the performance of their shop steward duties. A shop steward's earnings shall develop in line with earnings within the shipping company.

Where employees of a shipping company are dismissed or temporarily laid off for economic or production-related reasons or for reasons arising from a transfer of undertaking, such measures shall not be directed at a shop steward unless the shipping company's operations are discontinued entirely. However, an exception to this provision may be made where it is jointly established that the shop steward cannot be offered work corresponding to their profession or other suitable work.

A shop steward may not be dismissed for reasons attributable to them without the consent, as required under section 9 of chapter 8 of the Seafarers' Employment Contracts Act, of the majority of the members of the Finnish Engineers' Association or the Finnish Ship Officers' Union whom they represent.

These provisions shall also apply to a candidate standing for election as shop steward, provided that the employer has been notified of the candidacy in writing. Protection for candidates shall begin no earlier than three months before the commencement of the term of office for which the election is being held and shall end once the election result has been confirmed.

These provisions shall continue to apply for six months after the end of the shop steward's duties to an officer who has served as a shop steward.

If a shop steward's employment contract is terminated in breach of this agreement, the employer shall pay compensation equivalent to at least 10 months' and no more than 30 months' salary. However, where a shipping company or comparable operational unit regularly employs fewer than 20 employees and officers in total, the above compensation in respect of an occupational safety and health representative shall be equivalent to at least 4 months' and no more than 24 months' salary. Compensation shall be determined on the same basis as prescribed in section 2 of chapter 12 of the Seafarers' Employment Contracts Act.

A shop steward's employment contract shall not be terminated with immediate effect in contravention of the provisions of chapter 9 of the Seafarers' Employment Contracts Act. A shop steward's employment contract may not be terminated with immediate effect on the grounds of a breach of workplace rules unless the shop steward has also repeatedly and substantially failed, despite a warning, to comply with an obligation under chapter 9 of the Seafarers' Employment Contracts Act. When assessing grounds for terminating a shop steward's employment contract with immediate effect, the shop steward shall not be placed in a less favourable position than other officers.

3.8 Status of deputy shop stewards

The provisions of the Co-operation Agreement concerning employment protection, transfers and

training rights of shop stewards shall also apply to deputy shop stewards.

A deputy shop steward shall have the other rights and obligations of a shop steward when acting as a substitute for the shop steward.

4. Occupational safety and health

4.1 Occupational safety and health organisation

For the purposes of occupational safety and health co-operation, each vessel shall have an occupational safety and health manager, an occupational safety and health representative and two deputy representatives.

The shipping company shall appoint occupational safety and health managers for its vessels to represent the employer in occupational safety and health co-operation, as well as a company occupational safety and health liaison officer to promote co-operation between the shipping company and its vessels.

The officers shall elect an occupational safety and health representative and two deputy representatives. The officers may elect a joint occupational safety and health representative with the other employees, together with two deputy representatives.

An occupational safety and health representative must be elected where the total number of employees and officers is at least ten.

Where persons employed by different employers work at the same workplace, they shall be entitled to elect a joint occupational safety and health representative to represent them in the co-operation referred to in this agreement with all the employers concerned and in dealings with the occupational safety and health authorities.

An occupational safety and health committee must be established on a vessel that regularly employs at least 10 employees and officers in total.

The occupational safety and health committee shall have 4 members. Of these members, one quarter shall represent the employer, one quarter the officers and one half the other employees. Where officers constitute the majority of the workforce, one half of the committee members shall represent the officers and one quarter the other employees.

The occupational safety and health committee shall have 4 members where the crew numbers fewer than 50 and 8 members where the crew numbers 50 or more.

Where the master or chief engineer does not serve as the vessel's occupational safety and health manager or as the employer's representative on the occupational safety and health committee, they shall be entitled to attend committee meetings and to speak at those meetings.

4.2 Co-operation to maintain working capacity

Activities to maintain working capacity shall be organised in a manner agreed locally, in co-operation with relevant specialists. As part of this co-operation, employees' ability to cope with their work shall be monitored, and those requiring rehabilitation shall be referred to appropriate specialists.

4.3 Work arrangements for occupational safety and health representatives

Where the work of an occupational safety and health representative elected to represent all personnel groups at a workplace makes it difficult for them to perform their representative duties, other work shall be arranged for them, taking into account the circumstances of the workplace and their

professional qualifications. Such arrangements shall not result in any reduction in earnings.

4.4 Compensation for occupational safety and health representative duties, release from work and employment protection

The provisions concerning shop stewards relating to release from work, payment of salary during such release, compensation for duties performed outside regular working hours, premises, earnings development and employment protection shall apply correspondingly to occupational safety and health representatives.

However, where no agreement can be reached on the time required to perform the duties of an occupational safety and health representative, the representative shall be entitled to release from work for at least 5 hours during each period of 4 consecutive weeks. Where the crew exceeds 80 persons, the entitlement shall be 8 hours during each period of 4 consecutive weeks.

5. Training

5.1 Vocational training for officers

Where the employer provides an officer with vocational training or sends them to training events related to their profession, the direct costs arising from the training shall be reimbursed, and the officer's salary shall not be reduced.

Monthly salary means basic salary, guaranteed salary or all-inclusive salary, together with any fixed monthly allowances.

Where an officer attends training on a day off, they shall be paid for the time spent in training, or no deduction shall be made from their entitlement to time off under the rotation system.

Where the duration of training exceeds regular daily working hours, overtime compensation shall be paid for the excess hours.

Travel expenses shall be reimbursed in accordance with the annual decision of the Finnish Tax Administration concerning tax-exempt travel expense reimbursements.

Where an employee participates in training under the Act on Financially-Supported Development of Professional Skills, the employer's obligation to pay the costs arising from the training and to compensate for any loss of earnings resulting from it shall be governed by the provisions concerning vocational training in this agreement. Where training takes place outside working hours, the same principles shall apply to reimbursement of the resulting costs and loss of earnings as apply to training undertaken during working hours. (NOTE: The Act is no longer in force; technical update dated 5 August 2026)

5.2 Joint training for employers and officers

Workplace co-operation training shall be organised by the employers' and employees' organisations or by the local parties in a manner agreed between them. Co-operation training shall also include courses on local agreements and employee participation arrangements, as well as basic and specialised occupational safety and health courses.

Participation in such training shall be compensated on the same basis as vocational training.

Participation in training shall be agreed locally.

5.3 Trade union training for officers

Officers shall be given the opportunity to attend courses lasting no more than one month organised

by the Finnish Confederation of Professionals STTK and its member unions, unless attendance would cause significant disruption to the shipping company's operations. The size of the workplace shall be taken into account when assessing such disruption. Notice of the intention to attend a course shall be given as early as possible. Where attendance is refused, the shop steward shall be informed of the reason for refusal in good time, and the parties shall endeavour to identify another suitable time for attendance.

It shall be established in advance whether the training event qualifies for compensation payable by the employer to the employee under this agreement.

For training required in connection with their duties and provided through courses organised at a training institution of STTK or one of its member unions, or elsewhere, and approved by the parties to the agreement, the employer shall continue to pay the monthly salary of a shop steward for a maximum of one month, and that of a deputy shop steward, occupational safety and health representative, deputy occupational safety and health representative or occupational safety and health committee member for a maximum of two weeks. It may be agreed locally that such compensation shall also be paid to other officers.

Where a shop steward or the chairperson of a member association attends a three-month course organised at an STTK training institute, loss of earnings shall likewise be compensated for one month.

In addition, for each course day on which the monthly salary is not reduced, a meal allowance agreed between the parties to the agreement shall be paid to cover meal expenses.

The employer shall only be obliged to pay compensation to the same person once for a training event with the same content.

In addition to shop stewards, members of the Finnish Engineers' Association shall be entitled to participate in shop steward training as follows:

In shipping companies with more than 10 vessels, 3 persons per year

6–10 vessels, 2 persons per year

3–5 vessels, 1 person per year

5.4 Shipboard training officer

The provisions concerning the shipboard training officer are set out in Appendix 1 to this Cooperation Agreement.

6. Information and right of assembly

6.1 Information to be provided by the employer

The employer shall inform the shop steward as early as possible of matters directly or indirectly affecting members of the Finnish Engineers' Association and the Finnish Ship Officers' Union.

Where uncertainty arises concerning matters relating to an officer's employment, the shop steward shall be provided with all information necessary to clarify the matter.

Information concerning an individual's health or other personal matters shall be treated as confidential. The duty of confidentiality shall also apply to information concerning the shipping company's business operations and customer relationships that would generally be regarded as confidential.

Following approval of the financial statements, the shop steward shall be provided with a report on the shipping company's financial position based on those statements. At least twice during each financial year, the shop steward shall also be provided with a report on the company's financial position, setting out the outlook for developments in production, employment, profitability and cost structure. The information shall be provided in writing upon request.

The shop steward shall be provided annually with a personnel plan containing estimates of anticipated changes in the number, composition and status of personnel. The shop steward shall be provided quarterly with the numbers of employees and officers in each department.

The shipping company shall promptly provide information on any material changes to any of the matters referred to above.

The shop steward shall be provided, in respect of the employees they represent, with working time records for each review period showing emergency work and overtime and the arrangements for compensating such work.

The shop steward shall be provided annually, in writing, with employment details concerning the members they represent, including each member's name, education and training, job title, job classification level and employment commencement date.

In addition to these employment details, the shop steward shall be informed of any probationary period, the nature of the employment relationship and the grounds for concluding any fixed-term employment contract.

The shop steward shall be entitled to information concerning the staffing situation of the members they represent who work on the shipping company's vessels, as well as their earnings levels, the composition of their earnings and changes in those earnings.

The shop steward shall be entitled to information about subcontractors operating on board the vessels and the personnel they employ on board.

The shop steward shall be informed of separate agreements concluded between the shipping company and the Finnish Engineers' Association or the Finnish Ship Officers' Union.

The shop steward shall be entitled to information about the rotation systems agreed on board the vessels.

Where an individual authorises the shop steward to obtain their salary details, the shop steward shall be provided with that individual's personal salary information.

New employees shall be informed of the applicable collective agreement and the shop steward system.

6.2 Right of assembly and communication

Members of the Finnish Engineers' Association and the Finnish Ship Officers' Union shall be entitled to hold meetings concerning employment matters on the employer's premises. The procedures shall be agreed locally.

A representative of a union party to this agreement may attend a meeting at the invitation of a local party.

The shop steward shall be entitled to distribute meeting notices and communications to the members they represent concerning employment matters and matters of general interest.

7. Validity
This agreement shall remain in force for the same period as the framework agreement.

4. AGREEMENT ON PROTECTION AGAINST DISMISSAL IN THE MARITIME SECTOR

Scope of application

1. This agreement shall apply where an employer or officer terminates an employment contract of indefinite duration, where an employer temporarily lays off an officer, and to the procedures governing termination of employment and temporary lay-offs.

Section 1. Grounds for dismissal

1. An employer shall not terminate an officer's employment contract or temporarily lay off an officer without grounds prescribed by the Seafarers' Act.

2. Where dismissals or temporary lay-offs are carried out on economic or production-related grounds, such measures shall, wherever possible, be directed last at officers who are important to the shipping company's operations, officers required for specialised duties and officers who have partially lost their working capacity while employed by the employer. The duration of employment and the extent of the officer's maintenance obligations shall also be taken into account.

Section 2. Effecting dismissal

1. Dismissal shall be effected within a reasonable period after the employer becomes aware of the grounds for dismissal.

Section 3. Hearing the officer

1. Before effecting dismissal, the employer shall give the officer an opportunity to be heard concerning the grounds for dismissal. The officer shall be entitled to assistance from a representative or adviser.

2. Where dismissal or temporary lay-off is based on economic or production-related grounds, the provisions of the Cooperation Act shall be taken into account.

Section 4. Notification of termination to the parties to the employment contract

1. Notice of termination shall be given in writing and shall specify the date on which the employment contract will end and, where notice is given by the employer, the grounds for termination.

2. Where personal service of the notice is not possible, it may be sent by post. A notice of termination sent by post shall be deemed to have been served on the seventh day after posting.

3. Where an officer is on annual leave or leave under the rotation system, the notice period shall commence upon the expiry of that leave.

Section 5. Notification of dismissal and temporary lay-off to the shop steward and employment authorities

1. In the event of dismissal or temporary lay-off on economic or production-related grounds, the shop steward shall be notified as soon as the employer becomes aware of the necessity for the measure and no later than when the officer is notified of the measure.

2. Where the measure affects at least ten officers, the employment authorities shall also be notified.

Section 6. Notice periods

1. When terminating an employment contract, the employer shall observe the following notice periods:

For masters:

Duration of employment	Notice period
Up to 9 years	3 months
More than 9 years but no more than 12 years	4 months
More than 12 years but no more than 15 years	5 months
More than 15 years	6 months

For other officers:

Up to 5 years	2 months
More than 5 years but no more than 9 years	3 months
More than 9 years but no more than 12 years	4 months
More than 12 years but no more than 15 years	5 months
More than 15 years	6 months

2. An officer terminating their employment contract shall observe a notice period of one month. Where the employment relationship has continued without interruption for more than 10 years, the notice period shall be two months.

3. The notice periods for temporary lay-offs shall be as follows:

For masters: 90 days

For other officers:

30 days where the employment relationship has lasted no more than 3 years

45 days where the employment relationship has lasted more than 3 years but no more than 5 years

60 days where the employment relationship has lasted more than 5 years

Section 7. Pay during the notice period

1. The employer shall pay full salary during the notice period for termination of employment or temporary lay-off.

2. Where an officer fails to observe the required notice period, the employer may deduct, as a lump-sum compensation payment, an amount equivalent to the salary for the notice period or the part thereof not observed, in accordance with the Seafarers' Act.

Section 8. Cancellation and postponement of temporary lay-offs

1. Where work becomes available during the temporary lay-off notice period, the employer may cancel the temporary lay-off before it begins.

2. Where work that becomes available during the temporary lay-off notice period is temporary, the temporary lay-off may be postponed once, without issuing a new notice of temporary lay-off, for a

period not exceeding the duration of that work.

Section 9. Compensation for dismissal without valid grounds

1. Where an officer is dismissed without valid grounds for reasons attributable to the officer, the employer shall be liable to pay compensation equivalent to at least three months' and no more than 24 months' salary. The amount of compensation shall be determined taking into account the extent of the damage suffered and the procedures followed in terminating the employment relationship.

Section 10. Re-employment

1. Where an employer has terminated an employment contract on economic or production-related grounds and requires personnel for similar duties within nine months of the expiry of the notice period, the employer shall enquire with the local employment authority whether any former officers are seeking employment.

2. Where such former officers are seeking employment, the employer shall offer the available work to them as a priority.

Section 11. Termination of the master's and chief engineer's employment contracts with and without notice

Notice of termination, whether with or without notice, of the employment contract of a master or chief engineer shall be given in writing to the shop steward of the Finnish Ship Officers' Union or the Finnish Engineers' Association, or directly to the Finnish Ship Officers' Union or the Finnish Engineers' Association. The notification shall state the reasons for termination.

Section 12. Validity

This agreement shall remain in force for the same period as the framework agreement.

5. OCCUPATIONAL HEALTH CARE AGREEMENT FOR THE MARITIME SECTOR

The Finnish Shipowners' Association, on the one hand, and the Finnish Ship Officers' Union and the Finnish Engineers' Association, on the other, hereby conclude the following agreement concerning occupational health care for seafarers serving on vessels operated by member shipping companies of the employers' association.

CHAPTER 1

Organisation of occupational health care

Section 1. Organisational models

The shipping companies shall be responsible for the practical implementation and organisation of the occupational health care measures specified in this agreement and developed on its basis.

Shipping companies may arrange the occupational health care services referred to herein through seafarers' health centres and other municipal health centres, through other institutions or persons authorised to provide occupational health care services, through occupational health care services organised by the shipping companies themselves, or through an appropriate combination of these service arrangements.

Shipping companies may also make use of other available health care and medical services, such as those provided by the Finnish Institute of Occupational Health, seafarers' medical practitioners and other private hospitals and doctors, including those abroad.

All organisational models shall take into account the Occupational Health Care Act in force, the Decree on Chemical and Gas Tankers, the Primary Health Care Act and the implications of the latter for the overall development of occupational health care.

Section 2. Health care personnel employed by the shipping company

Depending on which of the alternatives referred to in section 1 the shipping company chooses for organising its occupational health care services, it shall employ health care personnel in sufficient numbers and with the necessary qualifications to ensure that the occupational health care measures specified in this agreement can be implemented.

Section 3. Co-operation on board vessels

Occupational health care activities and their development on board vessels shall be carried out in co-operation between the shipping company's personnel responsible for health care, the occupational safety and health representative or occupational safety and health committee, and the vessel's master.

CHAPTER 2

Working environment and occupational health care premises and equipment

Section 4. Working environment and occupational safety and health

Workspaces and accommodation, dining and recreational facilities shall be designed so that their

characteristics do not expose seafarers to the risk of accidents or illness.

Where a satisfactory working environment cannot be achieved through structural or technical means or other comparable preventive measures that depend as little as possible on the person performing the work or on other individuals, or where such measures cannot reasonably be required, seafarers shall be provided with appropriate protective equipment.

Occupational safety is regulated in greater detail by the Occupational Safety and Health Act (738/2002), the Government Decisions on the Working Environment on Board Ships (417/1981) and on Rules of Conduct to Be Observed in Shipboard Work (418/1981), and the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006).

Section 5. Accommodation, medical facilities and recreational facilities

Accommodation and other facilities intended for persons employed on board vessels, as well as medical facilities, are regulated by the Act on the Working and Living Environment and Catering for Seafarers on Board Ships (395/2012).

Section 6. Ship's medical stores
The provision of medicines and medical supplies on board vessels is regulated by the Finnish Maritime Administration's Decision on Ships' Medical Stores of 12 December 1994.

CHAPTER 3

Scope of activities

Section 7. Scope of occupational health care

Occupational health care shall encompass maintaining and promoting the fitness for work and health of personnel serving on board vessels by providing, in accordance with this agreement:

- preventive health care;
- first aid and medical care; and
- rehabilitation.

Section 8. Health monitoring

Visits to vessels by health care personnel shall provide the basis for planning, implementing and developing occupational health care.

To prevent illness, facilitate its early detection and ensure access to necessary treatment, the occupational health care unit used by the shipping company shall monitor the health of personnel serving on board vessels in accordance with a separately prepared action plan and the provisions of the Occupational Health Care Act.

Section 9. Pre-employment and periodic medical examinations

Pre-employment and periodic medical examinations of seafarers are regulated by the Act on Medical Fitness Examinations of Seafarers.

The shipping company shall pay the fees for the medical certificate referred to in the above-mentioned decree and any associated specialist certificates, against receipts issued by the examining institution and medical practitioner.

The employee shall contact the employer before attending the medical examinations or tests referred to above.

Section 10. Investigations

The most effective form of prevention is to take health-related factors, including ergonomic considerations, into account in all planning.

To identify physical and psychological factors causing strain in connection with vessels, work equipment and working practices (ergonomic deficiencies), as well as occupational hygiene hazards arising from work, the working environment or other working conditions (occupational hygiene deficiencies), investigations shall be carried out in co-operation with the occupational safety and health committee and at the shipping companies' expense. On the basis of these investigations, necessary measures considered reasonable shall be taken to eliminate the hazards and adverse conditions identified. Such investigations shall be carried out particularly on vessels carrying hazardous chemicals in bulk.

Section 11. Medical care and first aid

Medical care and first aid on board vessels, and the shipping company's obligation to provide medical care where a seafarer serving on board is ill at the termination of their employment, are regulated by the Seafarers' Act (423/1978).

Section 12. Rehabilitation

The role of occupational health care in rehabilitation matters is to advise and refer seafarers requiring rehabilitation to appropriate specialist services and to foster a workplace environment supportive of rehabilitation.

Efforts shall be made to arrange working conditions so that no part of the body is subjected to unusual strain.

Section 13. Misuse of alcohol and other intoxicating substances

To eliminate the misuse of alcohol and drugs, the relevant recommendation issued by the central labour market organisations shall be followed in accordance with the separate agreement between the parties on its application to the maritime sector (General Agreements, Chapter 6, Substance-Free Workplace Policy for International Traffic).

Efforts shall be made to refer any seafarer who misuses alcohol or other intoxicating substances on board to an appropriate treatment facility (General Agreements, Chapter 7, Referral to Treatment).

Section 14. Health information and education

The parties to the agreement consider it important that those responsible for health care on board vessels receive training and guidance on health care matters and that health education materials are made available to occupational safety and health personnel.

Particular attention shall be paid to personnel serving on vessels carrying chemicals hazardous to health or other dangerous cargoes.

CHAPTER 4

Occupational health care costs and sick pay

Section 15. Medical expenses and sick pay

Medical expenses and sick pay are regulated by the Seafarers' Employment Contracts Act (756/2011).

Section 16. Attendance at medical examinations

A seafarer's monthly salary shall not be reduced for the time corresponding to regular working hours lost through attendance at medical examinations during employment, or travel associated with such examinations, where the examinations are covered by the Government Decision on Statutory Occupational Health Care (950/1994) and approved in the occupational health care action plan. The same shall apply to examinations referred to in the Young Workers' Act (998/1993) and the Radiation Act (592/1991). Repeat examinations referred to in the Act on Medical Fitness Examinations of Seafarers shall be included among the medical examinations covered by the Government Decision (950/1994) and approved in the occupational health care action plan. The same rule shall also apply to examinations required under the Health Protection Act (763/1994) where an employee transfers within the same company to duties for which the medical examination concerned is required.

Where a seafarer is referred for an examination referred to above or is required to undergo a follow-up examination as a result of such an examination, the employer shall also reimburse the necessary travel expenses. Travel expenses shall be reimbursed in accordance with the provisions on travel expenses in the applicable collective agreement.

Where an examination takes place outside the seafarer's working hours, excluding examinations conducted on board while the vessel is under way, or during the seafarer's annual leave, compensatory leave or sick leave, provided that the examination is not related to the illness giving rise to the sick leave, or during a period of temporary lay-off, an amount equivalent to the minimum daily allowance under the Health Insurance Act (1224/2004) shall be paid as compensation for additional expenses.

Section 17. Pregnancy

Pregnancy leave and corresponding leave shall be governed by the provisions of the Seafarers' Employment Contracts Act (756/2011) and the collective agreements applicable to the sector.

CHAPTER 5

Miscellaneous provisions

Section 18. Employment and illness

In the event of illness, a seafarer shall, in the first instance, consult a medical practitioner designated by the master or the shipping company.

A seafarer who knows that they are ill when signing off the vessel shall be obliged to inform the master or the shipping company and shall, if requested, consult a medical practitioner without delay.

The shipping company's right to terminate an employment relationship on the grounds of a seafarer's

illness or injury is regulated by the Seafarers' Employment Contracts Act (756/2011).

Where a seafarer has been discharged from their regular employment on a vessel operating regular services to Finland because of illness or an accident, the shipping company shall endeavour to reassign the seafarer to service at sea within the company once they have recovered from the illness or injury.

The salary shall be determined according to the vessel on which the seafarer takes up employment.

An employee returning to their position from sick leave shall be entitled to reimbursement by the employer of the cost of a train, bus, ship or discounted air ticket for the return journey between their place of residence in Finland and the vessel. Where a discounted fare is not available, the cost of an economy-class air ticket shall be reimbursed.

Where a seafarer employed on a vessel other than a passenger vessel returns to the vessel from sick leave, taxi fares shall be reimbursed, unless otherwise agreed in advance between the employer and the employee, for travel between the bus or railway station or airline city terminal at the location where the employee returns to work (or the airport, if the journey from there is shorter) and the port, where:

- no public transport service is available between the locations concerned; or
- the employee has been requested to return to the vessel at a time of day when public transport services are not operating.

Taxi fares shall be reimbursed only upon presentation of a receipt, in accordance with the rates specified in the salary appendix, per taxi journey.

Section 19. Duty of confidentiality

The right of a seafarer employed by a shipping company to obtain information concerning their own health from health care personnel shall be governed by the Act on the Openness of Government Activities (621/1999).

The staff medical practitioner shall provide the employer with the information necessary to assess matters relating to recruitment, assignment to duties or continuation of employment. However, such information may only be disclosed within the same shipping company or group of shipping companies.

Persons who, by virtue of this agreement and their position, become aware of confidential personal information concerning a seafarer or their family shall not disclose such information without authorisation, unless otherwise provided by law.

Section 20. Validity

This agreement shall remain in force for the same period as the framework agreement.

6. SUBSTANCE-FREE WORKPLACE POLICY FOR INTERNATIONAL TRAFFIC

- **This substance-free workplace policy supersedes all previously agreed substance abuse policies between the Finnish Ship Officers' Union and the Finnish Shipowners' Association, together with their interpretation and application guidelines and separate protocols concerning rules, procedures, rights or obligations relating to intoxicating substances.**
- **The parties agree that provisions or procedures departing from this substance-free workplace policy, together with any associated compensation, may be agreed at shipping company or vessel level through a separate agreement with the chief shop steward of the Finnish Ship Officers' Union or between the parties to the collective agreement, taking into account the specific needs of the shipping company.**

1. The purpose of this policy is to ensure a safe workplace and working community free from intoxicating substances and to encourage employees to reduce their use of such substances. The policy aims particularly to reduce problematic substance use, promote employees' health and maintain their fitness for work. The parties emphasise the importance of preventive measures against substance-related harm, early discussions with individuals about concerns and referral to treatment. Preventive intervention forms part of occupational safety and health and does not constitute disciplinary action. The employer must have a substance abuse prevention programme that has been discussed with employees in accordance with the procedure prescribed by law.

2. Working on board a vessel under the influence of alcohol or drugs substantially increases the risk of accidents and injuries, jeopardises the vessel's operations and harms the working community. For this reason, vessels engaged in international traffic shall apply zero tolerance for alcohol while employees are performing their duties and an absolute zero-tolerance policy for drugs throughout each period of duty.

3. Every case brought to the employer's attention in which a crew member has been under the influence of alcohol or drugs when reporting on board or while on board shall be addressed, and the necessary measures shall be taken.

4. Where necessary, the master or, on the master's instructions, the vessel's nurse or, if there is no nurse, the officer responsible for health care on board shall carry out the substance testing described below to determine whether the substance-free workplace principles have been breached. Under the collective agreement applicable to Finnish-flagged vessels, employees shall perform their duties properly, in accordance with the law and good seamanship. In addition, seafarers shall remain sober while serving on board, maintain good order and discipline, and behave courteously. The vessel and its condition shall be maintained with due care.

5. The detailed rules governing the substance-free workplace policy are as follows:

1. GENERAL PROVISIONS

1. For the purposes of this policy, intoxicating substances mean alcohol, narcotic drugs and intoxicating medicinal products used improperly.

2. Implementation of the substance-free workplace policy on board vessels is in the interests of every crew member. The underlying principle is that everyone working on board, including subcontractors and additional personnel, is covered by the policy and that the same operating

principles apply to all.

3. Supervisors and management shall monitor compliance with the substance-free workplace policy. Cases in which a crew member is under the influence of narcotic drugs on board shall result in termination of employment. Cases in which an employee is so intoxicated on board that they pose a danger or are unable to perform their safety-related duties shall result in the measures described below. Anyone who observes or suspects that a crew member is working while intoxicated shall be obliged to report the situation to the master or another officer.

4. Where there are grounds to suspect that a crew member is intoxicated while on duty, colleagues, supervisors and managers shall report the matter to their own supervisors or the master. Where there are grounds to suspect that the master is intoxicated while on duty, the matter shall be reported without delay to the chief officer or the most senior deck officer in charge. The deck officer receiving the report shall immediately inform the chief engineer and the shipping company.

5. An employee shall be entitled to refuse to work with a colleague who is intoxicated.

6. The employer shall bear the cost of obtaining drug and alcohol tests and reasonable travel expenses, for which an expense statement shall be submitted to the employer. A person referred for treatment shall, as a general rule, bear the associated costs themselves.

2. ALCOHOL

1. No person working on board a vessel shall be under the influence of alcohol while on duty, and their blood alcohol concentration (BAC) shall never exceed 0.00‰ while on duty. Where an employee's blood alcohol concentration exceeds 0.00‰, they shall not be permitted to perform work on board.

2. Employees shall also conduct themselves while on board in a manner that does not endanger their own safety, the safety of passengers or other personnel, or the safety of the vessel and its cargo, and that enables them to perform their duties within the emergency response organisation satisfactorily.

3. Employees shall also conduct themselves when travelling to and from the vessel in a manner that does not cause harm to the employer.

4. The master shall supervise the quantity of alcohol obtained and stored on board.

3. NARCOTIC DRUGS

1. Narcotic drugs mean all substances whose use is considered to constitute a drug use offence under Finnish law. The term also includes intoxicating medicinal products used improperly and other substances used for the purpose of intoxication, such as industrial solvents.

2. Bringing narcotic drugs on board, or possessing, using, selling or distributing them on board, is strictly prohibited.

4. MEDICINAL PRODUCTS

1. The use of medicinal products affecting the central nervous system (so-called triangle-labelled medicines), even when taken as prescribed, is permitted on board only if the master has been informed

of the medicines concerned. The master shall inform the chief officer of any triangle-labelled medicines they are taking. The master or, where the medication is being taken by the master, the chief officer may consult occupational health care services about the medication if necessary.

5. INSPECTION OF PREMISES

1. Where there are grounds to believe that an employee has brought narcotic drugs on board or is keeping narcotic drugs in their cabin, or is storing quantities of alcohol that may endanger the vessel, persons on board or cargo, or otherwise cause disorder on board, the master shall be entitled to arrange an inspection of the premises available for the employee's use. Accommodation premises may be inspected only where this is necessary to establish the circumstances under investigation. An inspection of accommodation premises may be carried out only by the master or a competent authority.

2. The inspection shall be conducted in the presence of witnesses. Where necessary, the master shall be entitled to take possession of any substance posing a danger or causing harm. The substance shall be handed over to the authorities or, unless prohibited by law, returned to the employee when they leave the vessel.

6. SUBSTANCE TESTING – GENERAL PROVISIONS

1. Samples required for substance testing, with the exception of breath testing, shall be collected by a medically trained person appointed by the shipping company for this purpose.

The person concerned, the equipment, sampling procedures, and the transport, analysis and evaluation of samples, reporting of results and confidentiality arrangements shall comply at all relevant times with the requirements and recommendations customarily observed in the sector for equivalent testing.

2. Alcohol and drug testing shall be conducted fairly and impartially. Tests shall consist either of random tests, which must be conducted on a general basis without specifically targeting any individual employee, or tests conducted on the basis of reasonable suspicion. Reasonable suspicion may arise, for example, from an employee's behaviour, outward signs or lateness.

3. Where circumstances permit, alcohol and drug tests shall be conducted as soon as possible following any accident that has endangered safety or the environment. In such cases, all persons who were on duty or may otherwise have contributed to the accident shall be tested.

6.1 ALCOHOL TESTING

1. Breath testing may be used to determine whether a person is under the influence of alcohol. An employee performing duties in which working while intoxicated could endanger the life, health or occupational safety of other persons on board, or the safety of the vessel or the environment, shall be required to undergo breath testing. Refusal to undergo breath testing constitutes a breach of employment obligations, for which a written warning shall be issued and which may lead to termination of employment. An employee who refuses to undergo a random breath test may be removed from the vessel by order of the master.

2.An employee shall be entitled to request a voluntary breath test at any time.

3. Random breath tests shall be conducted without violating the prescribed rest periods.

4. Two calibrated breathalysers shall be available on board for breath testing. Equipment used for breath testing shall be calibrated, inspected and serviced at regular intervals in accordance with the importer's or manufacturer's instructions and maintained in a condition that leaves no doubt as to its accuracy. The equipment shall be accurate, with a negligible margin of measurement error. The breathalyser reading shall be checked in accordance with the manufacturer's instructions before each breath-testing session begins. Breath testing shall be carried out by the master or, on the master's instructions, the vessel's nurse or, if there is no nurse, another suitably qualified officer. The breathalyser check and the breath tests conducted, excluding voluntary tests, shall be recorded in the ship's logbook.

5. Where a breath test produces a reading exceeding 0.00‰, the employee shall undergo a second breath test using the other calibrated device to confirm the result (confirmation test). The employee is advised to rinse their mouth with water before the confirmation test. If the confirmation test also produces a reading exceeding 0.00‰, the employee shall be removed from duty and the test repeated after 30 minutes to assess the employee's fitness for work (repeat test). The repeat breath test shall be used solely to determine whether the alcohol level recorded in the employee's initial breath test and confirmation test is decreasing or increasing.

6. A breath-testing record shall be prepared in accordance with the procedures agreed in the shipping company's substance abuse prevention programme. The breath-testing record shall be stored in such a way that it is accessible only to persons authorised to process breath test results. A separate entry shall always be made for a positive result and signed by the employee who produced that result. The person conducting the breath test shall report a positive result to the designated person at the shipping company's office, together with the identity of the employee concerned. Breath test results containing identifying information shall not be entered in the ship's logbook or recorded elsewhere where they would be accessible to unauthorised persons.

7. Breath testing shall be conducted in a room where no persons are present other than those required to attend: the person conducting the test, the person being tested and, where necessary, a witness. A witness or support person shall be requested to attend a confirmation test conducted following a breath test result exceeding 0.00‰. Breath tests shall be entered in the breath-testing record, and the employee shall acknowledge the test result by signing the record. An employee shall not be permitted to see the breath test results of other persons entered in the breath-testing record.

8. Where there are grounds for reasonable suspicion that an employee is under the influence of alcohol on board, the employee shall undergo a breath test. If the employee refuses testing, the significance of the refusal shall be assessed on a case-by-case basis, taking into account any other circumstances indicating that the employee is intoxicated. Where an employee is legally obliged to undergo breath testing, refusal constitutes a breach of employment obligations, for which a written warning shall be issued and which may lead to termination of employment. An employee who refuses to undergo breath testing may be removed from the vessel by order of the master.

6.2 DRUG TESTING

1. Urine testing may be used to determine whether a person is under the influence of narcotic drugs. Testing shall always be carried out by a seafarers' medical practitioner or another approved health care professional. The employer shall ensure that the person conducting the test holds a valid qualification and that the testing method is one recognised as acceptable under national legislation.

2. All maritime personnel may be required to undergo drug testing before entering into an employment contract of indefinite duration. Where there are grounds for reasonable suspicion, an individual employee may be subjected to drug testing if necessary. In addition, random drug tests may be conducted on board vessels, provided that random drug testing has been agreed in the employee's employment contract or an appendix thereto. Every member of maritime personnel may be required to keep their most recent drug test result together with their certificates of competency. Failure to provide a drug test result constitutes a breach of employment obligations and may result in disciplinary action.

7. CONSEQUENCES OF BREACHES

1. Being intoxicated on board shall result in an assessment of whether the employment relationship should continue. Following this assessment, where the employment relationship is not terminated in accordance with the Seafarers' Employment Contracts Act, being intoxicated while on duty shall always result in a written warning and an instruction to seek treatment. The written warning and referral to treatment shall remain in effect for at least one year. Upon expiry of the warning, a monitoring period of one year shall commence. A treatment monitoring period may also be agreed in the substance abuse prevention programme.

2. In exceptional cases, a longer monitoring period may be agreed with the employee, during which the employee undertakes to comply with the treatment referral arrangements and remain free from intoxicating substances.

3. The employee's abstinence from intoxicating substances shall be monitored as part of their treatment. Where an employee referred for treatment breaches the treatment plan or instructions prepared for their treatment, or uses intoxicating substances during treatment or the monitoring period, the employment relationship may be terminated.

4. Refusal of treatment may result in an assessment of whether the employment relationship should continue and may lead to termination of employment.

5. Where an employee commits a further breach of the substance-free workplace policy while the warning and treatment or monitoring period remain in effect, the employment relationship may be terminated.

6. Anyone who observes or suspects that a crew member is intoxicated shall be obliged to report the situation to the master or another officer. Failure to fulfil this reporting obligation constitutes a breach of employment obligations and occupational safety requirements and may result in disciplinary action.

7. A breach of the prohibitions concerning narcotic drugs (clause 3 of the substance-free workplace policy) shall result in immediate termination of the employment contract without notice.

7. AGREEMENT ON REFERRAL TO TREATMENT FOR PERSONS WHO MISUSE ALCOHOL OR OTHER INTOXICATING SUBSTANCES OR ENGAGE IN HIGH-RISK USE

1. General provisions

1. The purpose of referral to treatment is to promote a substance-free workplace and to improve and clarify the procedures for addressing and treating substance abuse problems in the workplace. Workplaces are jointly encouraged to establish and strengthen their own procedures for preventing and addressing substance use. Particular emphasis is placed on preventive measures, namely addressing substance use at the earliest possible stage.

2. A person experiencing substance abuse problems shall always have the opportunity to seek treatment through occupational health care services on their own initiative. All information relating to substance use shall be treated confidentially by occupational health care services. However, in cases involving referral to treatment, the employer shall be entitled to receive information on the progress of treatment.

2. Working community

1. The working community shall be committed to a substance-free working culture. Everyone, whether a supervisor or an employee, can set a positive example in promoting a substance-free workplace. Workplaces may also appoint a contact person familiar with substance abuse problems. Tacit acceptance, concealment and trivialisation of substance use shall not be tolerated in the workplace. Appropriate and constructive intervention in problems and breaches can often prevent substance abuse problems from worsening.

2. For treatment to be successful, it is important that seafarers undergoing treatment or returning from treatment are accepted as equal members of the working community. This will help them cope and recover.

3. Occupational health care

1. Occupational health care services have a statutory duty to carry out preventive activities. In connection with medical examinations and medical care, health care professionals have considerable opportunities to promote healthy lifestyles and abstinence from intoxicating substances through individual guidance and counselling.

2. When a seafarer's medical certificate is renewed, it is recommended that blood tests be conducted to detect problematic alcohol use. The introduction of these blood tests shall be discussed through the statutory co-operation procedure as part of the overall occupational health care arrangements. The purpose of these blood tests is to facilitate early preventive intervention to safeguard employees' health and fitness for work. The results of blood tests conducted for preventive intervention purposes shall not be disclosed to the employer without the employee's consent. The results of these preventive blood tests shall not be taken into account when considering termination of employment or disciplinary action, provided that the employee is not subject to an ongoing disciplinary procedure, referral to treatment or treatment monitoring period arising from alcohol use.

3. Where an employee's written warning for alcohol use, referral to treatment and treatment monitoring period remain in effect, the blood test results shall be assessed as part of the disciplinary

procedure, and the employment relationship may be terminated if the employee has not abstained from intoxicating substances.

4. Drug testing is always recommended when a seafarer's medical certificate is renewed. Drug testing during employment shall be agreed in the employee's employment contract or a separate appendix thereto.

4. Implementation of treatment

1. Where a person referred for treatment refuses to undergo treatment, fails to attend treatment or where treatment is found to be ineffective, the employment relationship may be terminated.

2. Treatment appointments shall take place during the employee's free time.

5. Support measures

1. Where a person undergoing treatment so requests, they shall, where possible, be transferred to another position or work group for the duration of treatment, provided that such a transfer can be considered beneficial to their treatment. Other support measures may also be implemented where necessary.

6. Monitoring treatment

1. The parties responsible for the practical implementation of referrals to treatment shall co-operate with the treatment provider. Where a treatment agreement has been concluded with the employee, the agreement shall specify how communication with the treatment provider will be arranged. The treatment agreement shall be forwarded to the treatment provider for information.

2. Where referral to treatment has been initiated by the employer, treatment takes place during working hours, or the employer contributes to the costs of treatment, the employer's representative shall be entitled to receive information on attendance at treatment appointments and on the progress or discontinuation of treatment.

3. Occupational health care personnel and the contact person shall monitor attendance at treatment appointments on the basis of information provided by the treatment provider and discussions with the person experiencing substance abuse problems.

4. A treatment monitoring period may be agreed with the employee, during which the employee shall abstain from intoxicating substances.

7. Confidentiality

1. All measures and information relating to the referral of a person with substance abuse problems to treatment shall be confidential. Persons involved in the referral to treatment shall not disclose information concerning the matter to third parties without the consent of the person concerned.

8. Effectiveness of treatment

1. An employee referred for treatment shall undertake to undergo regular breath tests for an agreed period. The person referred for treatment shall undertake to undergo blood tests prescribed by occupational health care services or specified in the treatment agreement. Treatment shall be

considered successful when at least one year has elapsed since its completion, all the employee's breath test results have been 0.00‰ and the blood test results indicate abstinence from intoxicating substances.

9. Costs

1. An employee who voluntarily seeks inpatient treatment shall receive sick pay for the duration of treatment, provided that the treatment has been agreed in advance with the employer and the occupational health physician has placed the employee on sick leave.

2. The person concerned shall be primarily responsible for treatment fees and associated expenses, such as travel costs. More detailed arrangements concerning costs may be agreed in a treatment agreement, where one is concluded.

10. Communication of information

1. Information on referral-to-treatment arrangements, the substance abuse prevention programme, contact persons and treatment providers shall be displayed on noticeboards. The same information shall also be available to occupational health care personnel, contact persons and occupational safety and health personnel. The occupational safety and health committee shall discuss matters concerning communication and co-operation in relation to referral to treatment, such as information provision, campaigns, training for contact persons and occupational safety.

8. AGREEMENT ON THE SHIPBOARD TRAINING OFFICER

Agreement

The following provisions govern the remuneration payable to the shipboard training officer and the associated arrangements. The remuneration relates to supervised training in accordance with the STCW 95 Convention and the shipboard training officer required for such training.

This agreement has been drawn up in thirteen (13) original copies, one for each contracting party.

The contracting parties responsible for paying the remuneration are:

Satakunta University of Applied Sciences, Maritime Unit, Rauma
Yrkeshögskola Sydvöst Sjöfart Åbo
Ålands yrkeshögskola
Kymenlaakso University of Applied Sciences, Department of Maritime Studies
Rauma Vocational Institute, Department of Maritime Studies
Yrkesinstitutet Sydväst Sjöfart Åbo
Ålands sjömansskola
Kotka Institute of Maritime and Transport Studies

The contracting parties representing the recipients of the remuneration are:

Finnish Ship Officers' Union – Suomen Laivanpäällystöliitto – Finlands Skeppsbefälsförbund r.y.
Finnish Engineers' Association – Suomen Konepäällystöliitto – Finlands Maskinbefälsförbund r.y.

The contracting party responsible for the payment arrangements is:

Finnish Shipowners' Association

Duties of the shipboard training officer

The duties of the shipboard training officer are based on the STCW 95 Convention. The arrangements shall comply with the recommended operating guidelines, including their appendices, issued in 1999 by the Ministry of Education's Maritime Education and Training Committee. These guidelines state that each university of applied sciences, educational institution or unit thereof shall supplement the recommendation with its own instructions.

Validity of the agreement

The agreement shall enter into force once all contracting parties have confirmed it by signing. The agreement shall remain in force until further notice. The agreement shall cease to be valid six (6) months after one or more of the contracting parties gives written notice of termination.

Amount of remuneration

The remuneration shall be EUR 150.00 per month for each trainee. For incomplete months, the remuneration shall be divided by thirty (30) and multiplied by the number of training days. The

amount of remuneration for the following calendar year, or for several years, shall be agreed separately between the universities of applied sciences/educational institutions and the employee organisations.

When remuneration is payable

The shipboard training officer shall be entitled to remuneration for the days on which the trainee is on board, including the days of arrival and departure. The shipboard training officer shall also be entitled to remuneration where the trainee is simultaneously employed by the shipping company under an employment contract.

Payment arrangements

The shipping company shall arrange payment of the above remuneration to the shipboard training officer. When invoicing the university of applied sciences/educational institution for the maintenance allowance payable under the training agreement, the shipping company shall also invoice it for the remuneration calculated on the basis of the number of eligible days reported by the shipboard training officer and recorded in the training record book.

9. WAR RISK AGREEMENT

The undersigned parties have agreed as follows concerning war risks and situations comparable to war risks, including piracy:

Areas designated by Lloyd's Joint War Committee (JWC; see the separate list, which is updated as necessary) shall be recognised as war risk areas or areas presenting comparable risks.

On vessels operating in a war risk area, the applicable salary-scale rate or guaranteed salary shall be increased by 100%. Overtime worked in a war risk area shall be paid on the basis of the salary-scale rate or guaranteed salary increased by 100%.

The increased salary shall be payable from the beginning of the calendar day on which the vessel enters the area concerned until the end of the calendar day on which it leaves the area, subject to a minimum payment period of two calendar days.

When calculating annual holiday pay, the period for which an increased salary-scale rate or guaranteed salary has been paid shall be taken into account on a pro rata basis.

Occupational accident insurance, group life insurance and personal property insurance shall remain valid in the areas concerned, unless otherwise agreed in respect of war risks. However, where an accident or death in a war risk area results from acts of war or comparable acts:

- Compensation payable under group life insurance in the event of death shall be doubled.

- In addition to statutory occupational accident insurance compensation, a lump-sum payment of EUR 210,000 shall be made in the event of 100% permanent incapacity for work. For a lesser degree of incapacity, a lump-sum payment shall be made on a pro rata basis relative to the full amount. The lump-sum amount shall be increased annually in line with increases in other compensation payable under occupational accident insurance legislation.

- Loss of personal property shall be compensated in accordance with the Ministry of Employment and the Economy Decree on the Employer's Obligation to Compensate Employees for Personal Property Lost in a Maritime Accident (721/2009), as in force at the relevant time.

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Where an employee does not wish to accompany the vessel into a war risk area or an area presenting comparable risks, they shall notify the employer as soon as they become aware that the vessel is to enter such an area. In all other respects, the legislation in force concerning war risks shall apply.

This War Risk Agreement shall remain in force for the same period as the other collective agreements for international traffic concluded between the parties.

10. INAPPROPRIATE TREATMENT IN THE WORKPLACE [1]

The objective of this supplementary agreement is to ensure a workplace in which harassment, bullying, discrimination, physical or psychological violence and other forms of inappropriate treatment are neither tolerated nor occur. It also seeks to draw attention to the harmful effects of all forms of inappropriate treatment in working life and their adverse impact on productivity, the working atmosphere and well-being at work.

The purpose of this agreement is to improve and clarify the handling and resolution of cases involving inappropriate treatment and behaviour in the workplace, and to encourage workplaces to jointly establish and implement workplace-specific procedures and practices for preventing, addressing, investigating and resolving inappropriate treatment.

This agreement is underpinned by the provisions concerning inappropriate treatment in the workplace contained in the Occupational Safety and Health Act (738/2002) and the Seafarers' Employment Contracts Act (756/2011). Inappropriate treatment within the meaning of this agreement does not include employment discrimination as defined in the Non-discrimination Act (1325/2014) and the Act on Equality between Women and Men (609/1986), for which the legal remedies and sanctions specified in those Acts apply.

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

1. General principles and identification of harassment

1.1 Prohibition of inappropriate treatment

All forms of inappropriate treatment are prohibited in the workplace and between members of the working community, regardless of their form, nature or purpose.

No employee, irrespective of their position within the working community, shall subject other employees to inappropriate treatment.

1.2 Employer's duty to act

Upon becoming aware of suspected inappropriate treatment, the employer shall intervene without delay, investigate the matter and take the necessary measures.

The employer shall treat all parties involved in a case of inappropriate treatment impartially and fairly.

1.3 Definitions

The starting point for identifying inappropriate treatment shall be how the person subjected to it experiences the conduct directed towards them.

[1] This supplementary agreement is based on the guidelines Eliminating Workplace Harassment and Bullying (2013), prepared by the European Transport Workers' Federation (ETF) and the European Community Shipowners' Associations (ECSA), which provide that procedures for addressing bullying and harassment shall be agreed between the maritime social partners. It is also based on Guidance on Eliminating Shipboard Harassment and Bullying (2016), published jointly by the International Chamber of Shipping (ICS) and the International Transport Workers' Federation (ITF), which is also referred to in the protocol concerning the 2016 amendments to the Maritime Labour Convention (MLC) relating to harassment and bullying.

Inappropriate treatment may include, in particular, forms of interaction, acts or conduct that the person concerned finds unpleasant, distressing, embarrassing, threatening, oppressive or humiliating, or that cause them to feel defenceless.

A person engaging in inappropriate treatment may be a colleague, a supervisor, another representative of the employer, a person occupying any other position within the working community, or a person outside the working community, such as a customer or business partner.

Inappropriate treatment may take the form of words, actions, facial expressions, gestures or other perceptible conduct or behaviour.

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

Bullying includes, at a minimum, situations in which an employee is repeatedly subjected over a prolonged period to oppressive, offensive or demeaning behaviour or psychological violence. Bullying may be intentional or may occur without the perpetrator being aware of or understanding how their actions and behaviour affect another person or how that person experiences them.

Sexual or gender-based harassment includes, at a minimum, communication or behaviour directed at and disparaging or demeaning a member of the working community on the grounds of their gender or sexuality, unwanted touching, sexual propositions and demands, and intrusive gestures and facial expressions.

Electronic harassment or bullying includes, at a minimum, embarrassing, humiliating, threatening or intimidating another member of the working community through various technological means, regardless of whether this occurs during working hours or outside work.

Examples of conduct that does not constitute inappropriate treatment include:

- Reasonable decisions and instructions issued by the employer in the exercise of its managerial authority.
- Appropriate feedback from the employer concerning work and the workplace, even where such feedback is critical.
- Disciplinary measures taken by the employer on legitimate grounds, such as issuing a warning.
- Appropriate decisions and measures taken by the employer concerning occupational safety, occupational safety and health, and occupational health care, including assessments of an employee's fitness for work and other related measures.
- Differences of opinion and disagreements between members of the working community concerning work.
- Joint consideration of problems relating to the working community, work and work duties.

2. Preventive measures

Inappropriate treatment in the workplace can be prevented through deliberate and systematic occupational safety management, participatory personnel management, active and engaged supervision, a working atmosphere that fosters team spirit, and responsible conduct by employees. Preventive measures include informing members of the working community and raising their

awareness, training supervisors, and addressing deterioration in the working atmosphere and inappropriate treatment at an early stage.

The aim is to increase awareness within the working community of what constitutes inappropriate treatment, how it should be regarded, what action should be taken when a person experiences inappropriate treatment or observes it being directed at others, and what procedures are available for resolving such situations.

As part of good seamanship, employees shall commit to maintaining a working community in which no form of inappropriate treatment is tolerated. Everyone, whether a supervisor or an employee, can set a positive example in promoting a good working atmosphere and appropriate interaction in the workplace.

Employees in supervisory positions shall address problems within the working community and between colleagues as early as possible, for example, as soon as circumstances arise that interfere with the smooth performance of work or signs of a deteriorating working atmosphere become apparent.

3. Role of the occupational safety and health representative and shop steward

All parties involved in a case of inappropriate treatment shall be entitled, at every stage of the procedure, to assistance from the occupational safety and health representative, shop steward or another support person of their choosing.

4. Obligations and procedures

4.1 Employee obligations

Where a supervisor or colleague treats another person inappropriately, the person engaging in such conduct shall be informed immediately and clearly that their behaviour is considered inappropriate and is not acceptable. If this does not resolve the situation, or if the person subjected to inappropriate treatment does not feel able to take such action, they shall seek assistance from the occupational safety and health representative, shop steward or another support person and, together with that person, request that the inappropriate conduct cease.

Once the person engaging in inappropriate treatment has been clearly informed that their conduct is unacceptable, they may be considered aware of its adverse effects and inappropriate nature.

To facilitate any subsequent handling of the matter, it is recommended that the person subjected to inappropriate treatment, with the assistance of a support person where necessary, keep written notes describing how the inappropriate treatment manifests itself, how frequently it occurs, and how the person responsible has behaved and acted.

If the inappropriate treatment continues, the person subjected to it shall, either directly or with the assistance of a support person, request that the employer intervene and address the matter. Where the person engaging in inappropriate treatment is the immediate supervisor, the matter shall be brought to the attention of that supervisor's superior for consideration. If that superior fails to address the matter, it shall be escalated within the organisation.

Where a contact person belonging to the occupational safety and health organisation has been

designated to deal with cases of inappropriate treatment, that person may be contacted directly instead of the supervisor.

4.2 Employer obligations

The employer shall monitor the functioning of the working community and intervene in all forms of inappropriate treatment at the earliest possible stage. The obligation to take action arises when the employer becomes aware of inappropriate treatment directed at an employee. This obligation applies regardless of whether the information is received from the employee concerned, another employee, the occupational safety and health representative, the shop steward, another support person, or through occupational health care services or the occupational safety and health authority, for example. Action shall be taken no later than when the inappropriate treatment causes or may cause a risk or harm to the employee's health.

Upon receiving such information, the employer shall establish the facts and investigate the case and sequence of events objectively and impartially. The matter shall be handled fairly. The investigation shall take into account all the circumstances of the case, relevant documents and other material, and shall include hearing all persons likely to have knowledge of the matter.

Following the investigation, consideration shall be given to the effective measures required to resolve the situation. Where the investigation establishes that inappropriate treatment is occurring in the workplace, the employer shall prohibit such conduct and behaviour and take all other measures necessary in the circumstances.

Where necessary, the employer shall ensure that the handling of the case, the measures taken and the decisions reached are documented to an extent appropriate to the seriousness of the matter.

All information and material obtained during the investigation and examination of inappropriate treatment shall be handled with the necessary confidentiality.

4.3 Reporting to the occupational safety and health authority

Where no measures are taken in the workplace to stop inappropriate treatment, or where the measures taken have been insufficient to resolve the case, the matter shall be reported to the occupational safety and health authority. As a general rule, the report shall be made by the person who has experienced the inappropriate treatment. Efforts shall be made to submit the report while the employment relationship is ongoing to ensure that the authorities have an opportunity to intervene and take the necessary measures.

4.4 Procedures for handling harassment cases

The employer may, in co-operation with occupational safety and health representatives and employee representatives, establish internal procedures for identifying and addressing inappropriate treatment.

The purpose of these procedures is to provide, among other things, detailed operating instructions suited to the organisation, its working practices and personnel management arrangements, including the designation of responsible persons and their areas of responsibility, and templates for forms to be used in investigations.

Where internal procedures have been established, the employer shall ensure that the procedures and

instructions are displayed on the vessel's noticeboard.

5. Consequences

The consequences of conduct in which a member of the working community has subjected another member to inappropriate treatment shall be determined in accordance with the Seafarers' Employment Contracts Act, the Occupational Safety and Health Act and any other legislation applicable to the particular case.

Inappropriate treatment may result in a warning, transfer to other duties or another place of work, or termination of the employment contract where the statutory conditions are met. When considering a transfer, the person subjected to inappropriate treatment shall be heard before determining which party should be reassigned.

11. E-LEARNING AGREEMENT

(Model agreement for deck officers in international traffic and on small-tonnage vessels)

The parties agree that arrangements concerning compliance with this agreement, its provisions or procedures, and any alternative compensation may be agreed with the chief shop steward of the Finnish Ship Officers' Union or with the Finnish Ship Officers' Union itself.

1. Definitions

E-learning means education and training delivered online using information and communications technology, which can be attended or completed regardless of the time or the participant's location.

E-learning enables the employer to provide employees with planned training to maintain and develop their professional competence and to meet new and rapidly changing training and knowledge-sharing needs flexibly and effectively. Employees may participate in training only with the employer's prior consent.

Where the structure and content of the training permit, e-learning may be completed in stages or in a single session, depending on working time arrangements and the deadline set by the employer for completing the training. The employer shall always specify and inform the employee in advance whether the e-learning is mandatory or recommended by the employer.

Mandatory e-learning means training assigned by the employer in the exercise of its managerial authority, which the employee cannot refuse without breaching their contractual obligations.

Employer-recommended e-learning means training that supports the employee's professional development but is not essential for their occupational role.

Induction into work or a new role does not constitute e-learning within the meaning of this agreement. Training requested by the employee shall be compensated only where separately agreed.

For the purposes of this agreement, an employee's salary means their monthly salary or guaranteed salary, including any seniority increment, or their all-inclusive salary. No supplements other than the seniority increment shall be included in the monthly salary or guaranteed salary for the purposes of this agreement.

Compensation for employees receiving an all-inclusive salary shall be calculated on the basis of that salary.

Employees on individually negotiated salaries shall agree on e-learning and the associated compensation directly with the employer.

In shipping companies operating a reward scheme, this agreement shall apply only to training that does not form part of that scheme. Only internal training relating to company procedures and similar matters shall be included in the reward scheme. Compensation under this agreement and compensation under the reward scheme may not both be received for the same training.

This e-learning agreement may be applied only to training courses lasting no more than 40 hours. Training lasting more than 40 hours shall be agreed separately at local level.

Unless otherwise agreed, the duration of e-learning used to determine compensation shall be the duration specified in advance by the e-learning course developer.

2. Timing of e-learning

Deck officers shall plan the timing of their training in consultation with the employer, taking into account any applicable deadlines.

E-learning completed during a period of leave shall not affect the rotation system. E-learning completed during a period of leave shall not accrue additional leave. Periods of leave shall continue to be used up in the normal manner while e-learning is undertaken. E-learning shall be compensated exclusively through monetary payments.

Where a shipping company operates a training portal, the time spent on individual courses may be aggregated cumulatively. The cumulative calculation method, its implementation and the associated compensation shall be agreed locally between the employer and the chief shop steward.

3. Compensation for e-learning

Unless otherwise agreed, compensation shall be determined on the basis of the duration specified in advance by the e-learning course developer. Compensation shall be paid upon completion of the e-learning, against presentation of a course certificate or once the employer has received other sufficient evidence that the training has been completed.

No separate compensation shall be paid for e-learning completed during working hours.

An employee who participates in e-learning outside the working hours covered by their salary or during a period of leave shall receive separate compensation. Compensation shall be calculated on an hourly basis, with a minimum compensable unit of half an hour. The amount of compensation shall be calculated on the basis of salary, at a rate of 1/480 of salary for each half-hour period.

Employees shall not be obliged to complete e-learning recommended by the employer.

E-learning undertaken during a period of leave shall not affect the rotation system, and no separate compensation shall be paid for the leave time used.

4. Other provisions

The employer shall ensure that employees have access to the equipment and other technical facilities necessary to complete mandatory e-learning during periods of leave.

In all the circumstances described above, the employer shall pay or reimburse all participation and material costs incurred by the employee in connection with e-learning. Such costs do not include, for example, the purchase of equipment (such as computers, telephones or tablets) or subscription charges.