

Collective labour agreement
for domestic passenger
vessel traffic
2023-2025

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All the laws referenced in this document are Finnish laws. This document has been translated into English from the Finnish original. Should any conflicts arise in the interpretation of the different language versions, the Finnish version will prevail.

The Finnish Seafarers' Union FSU
The Finnish Ship's Officers' Union
Finnish Engineers' Association ry
The Association of Finnish Passenger Ships
Service Sector Employers' Association Palta

PROTOCOL OF SIGNATURE

The Finnish Seafarers' Union FSU, the Finnish Ship's Officers' Union, the Finnish Engineers' Association ry, the Association of Finnish Passenger Ships and the Service Sector Employers' Association Palta reached a negotiation result on 24 March 2023, which was approved by the administrations of all contracting parties by 31 March 2023. The parties have agreed to renew the collective labour agreement for domestic passenger vessel traffic as follows.

1 Agreement term

The new agreement term begins on 31 March 2023 and ends on 28 February 2025 without separate termination.

During negotiations on a new collective labour agreement, the provisions of previous collective labour agreement shall remain in force until a new collective labour agreement has been made or the agreement negotiations have otherwise ended.

2 Pay adjustments

2.1 Year 2023

The scheduled pays and euro-denominated increments of the collective labour agreement for domestic passenger vessel traffic will be increased by 3.5 per cent from the beginning of the pay period starting on 1 June 2023 or from the beginning of the next pay period.

2.2 Year 2024

The wage scales and euro-denominated bonuses of the collective labour agreement for domestic passenger vessel traffic will be increased by 2.5 per cent as of 1 March 2024 or from the beginning of the next pay period.

2.3 Fringe benefit adjustment

Fringe benefits will be adjusted in accordance with the previous practice on 1 January 2024 and 1 January 2025.

3 Changes to the text

3.1 TES 2.4 payment of salary in short and short successive employment relationships

Points of the collective labour agreement are omitted and the numbering is changed accordingly.

3.2 Contingency clause

The following provision is added to the collective labour agreement as section 10.11 §:

If shipowners covered by the agreement face exceptional financial issues during the agreement period, the contracting parties may reassess the viability of the collective agreement solution in accordance with the prevailing financial situation and agree on any changes to the solution if such changes are necessary to secure the companies' operational prerequisites and jobs during the agreement period.

4. Working groups

The working group that worked in the previous round of collective labour agreements, which has dealt with job descriptions and the pay system, will continue its work. The task of the working group is also to develop the content of the collective labour agreement. The working group will also examine the terms and conditions of short successive employment relationships, the provisions of the collective labour agreement on regular working hours, and the needs and implementation possibilities of the equalising working time system.

In the working group, the parties will continue to examine the provisions concerning family leave.

Helsinki, 31 March 2023

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto

Minna Ääri

THE ASSOCIATION OF FINNISH PASSENGER SHIPS

Petri Luotio

THE FINNISH SEAFARERS' UNION FSU

Kenneth Bondas

Satu Silta

THE FINNISH SHIP'S OFFICERS' UNION

Kristian Heiskanen

Johan Ramsland

FINNISH ENGINEERS' ASSOCIATION RY

Robert Nyman

Riku Muurinen

This protocol has been signed electronically.

1 SCOPE

1.1 Unless otherwise agreed, this collective labour agreement shall apply to crew members on board domestic passenger vessels operating on coastal and inland waterways and to their other work on board ships:

- of a gross tonnage of no more than 500 tonnes, and
- carrying no more than two vehicles, and
- which do not, as a general rule, carry goods:
- This collective labour agreement shall not apply to ferries, vessels used for the transport of timber by waterways or to towing operations.

1.2 This agreement only applies to work on passenger vessels.

1.3 This agreement applies to the wages for the sailing season, unless otherwise agreed for a longer period in the employment contract.

1.4 Sailing season

The sailing season includes the vessel's period of operation, as well as annual leave and overtime leave.

1.5 Crew members

“Crew members” means all workers with whom a seafarer's employment contract is concluded.

The seafarer's employment contract shall, with the exceptions provided for in the Act on Maritime Labour Agreements, be concluded with all persons working on board a vessel specified in Appendix 1, regardless of their employer.

Officers include the shipboard management, chief engineer officers and engineer officers, as well as the machine engineers who are responsible for the engine department during their shift and the steward's department supervisors.

The crew comprises the other persons on board.

2 SALARIES

2.1 The scheduled basic pay and the determination of the pay for duties that qualify for different salary grades are defined in Appendix 1.

2.2 Pay calculation

When paying the salary or making adjustments to the pay, the employer must provide the employee with a statement showing the amount of the pay and the criteria for determining it.

Basic payroll calculation information **is provided in Appendix 1.**

2.3 Commencing employment relationship

When a new employee starts their employment in the middle of the week, their work during regular working hours on the Saturday of that week is counted as working hours included in the monthly salary.

2.4 Separate agreements

If the pay has been agreed otherwise between the employer and the employee, the earnings level must, however, be at least in accordance with this collective labour agreement.

2.5 Additional qualifications

If the vessel does not have a separate engineer officer responsible for the engine department but the master or mate is also qualified as an engineer officer or a chief engineer officer or engineer officer is respectively qualified as a master or mate and carries out the duties of both or is also employed as a deck officer, the pay is 10% higher than their scheduled basic pay. This is paid for the entire duration of the employment.

2.6 Pay at the end of employment

The last pay paid at the end of the employment relationship must be available for the employee to use or withdraw without delay, but no later than on the sixth (6) working day after the end of the employment relationship. In exceptional cases where the pay is not deemed to be clear, for example because all the information necessary for calculating the amount of a pay component is not yet known at the end of the employment relationship, the last pay shall be available to the employee at the latest on the tenth (10th) working day after the end of the employment relationship.

3 INCREMENTS LINKED TO BASIC PAY

3.1 The following increments are calculated on the basis of the basic pay made up in accordance with paragraph 2 above.

3.2 Seniority increments

- The seniority increment is 5% of the basic pay when the employee has worked for any employer in the same task for 2.5 years, and after 5 years correspondingly a total of 10% and after 8 years a total of 15%.
- An employee of the steward's department may count land service corresponding to their duties to their benefit for a maximum of three years. All other periods of entitlement to the seniority increment mentioned above must be vessel service.
- In addition to the first and second paragraphs, if the employee has worked for the same employer for 4 years, the total seniority increment is 20%, and correspondingly 25% after 8 years of service.
- When calculating the officers' seniority increment, one half of the time served in the crew is taken into account, while time served as an officer for any employer in the sector is fully counted.

- The seniority increment is paid from the time when the employee presents the employment contracts/certificates, an extract from the seafarer's register or another reliable account of their previous service.
- There are 12 months in a year.

4 FRINGE BENEFITS

(To be agreed at the beginning of each calendar year)

4.1 The provisions set out in Annex 1 shall apply to vessels aboard which persons live permanently.

4.2 Food and housing allowance in short employment relationships

For employment relationships of less than 14 days, the food and housing allowance included in the annual holiday compensation is paid as follows:

Employment for 1–3 days 0.5 x food and housing compensation

Employment for 4–6 days 1 x food and housing allowance

Employment for 7–9 days 1.5 x food and housing compensation

Employment for 10–13 days 2 x food and housing allowance

If the amendment to the Annual Holidays Act enters into force during the contract period, the above-mentioned model shall be followed.

5 COMPENSATION

Provisions 5.1 to 5.6 shall apply to vessels aboard which persons do not live permanently. The euro-denominated compensation is shown in Appendix 1.

5.1 Food allowance and accommodation

As food is not included in the pay as a fringe benefit for the crew members of vessels, and the crew member works from home, food allowance is paid for each working day that begins (Annex 1). If the employer arranges one hot meal and two coffees, no food allowance is paid.

5.2 Increased food allowance

An increased food allowance is paid to the ship's crew for the duration of the ship's short international voyages for each working day (Appendix 1). If the employer arranges two hot meals and three coffees, no food allowance is paid.

5.3 If the vessel is temporarily in a port from which the crew cannot visit their home as in their home port, the employer must arrange accommodation or transport, which will be reimbursed according to actual costs, unless otherwise agreed.

5.4 Standby compensation

An employee cannot be obliged to come to work during their free time unless they have been ordered to be on standby (section 7, subsections 1–3 of the Act on working hours on vessels in domestic traffic), or if it does not concern emergency work.

Protocol entry:

An employee cannot be obliged to come to work on a day off marked in the work schedule.

If they are alerted outside the scheduled working hours to the ship for the performance of a task of an emergency nature and have not been ordered to be on standby, they shall be paid standby compensation (Appendix 1).

A prerequisite for the payment of standby compensation is the completion of the task as soon as possible.

5.5 Travel day

When a crew member leaves the ship for a non-working trip on the orders of the employer, they are paid the relevant travel and accommodation expenses according to an invoice, as well as an increased food allowance (Appendix 1).

5.6 Hometown/port of the vessel

The domicile/port of the vessel means the permanent location of the vessel.

6 WORKING HOURS AND OVERTIME

6.1 The Act on working hours on vessels in domestic traffic (248/82) is followed as part of this collective labour agreement, with the additions and exceptions mentioned in this agreement.

6.2 Regular working hours

The regular working hours of crew members are 8 hours a day and 38 hours a week at the most. Overtime may also incur before the start of regular working hours, these hours are not included in regular working hours. If exceptional working hours are agreed between the employee and the employer, the agreement must always be made in writing.

6.2 a Exceptional regular working hours

The regular weekly working hours of 38 hours can be made by mutual agreement between the employee and the employer during four days, in which case the regular working hours may not exceed 10 hours per day.

The above system may be applied for at least one calendar week at a time.

6.3 Evening and/or night work

If necessary, uninterrupted regular daily working hours can be arranged in a way that deviates from the time specified in section 5 of the Act on working hours on vessels in domestic traffic. For the period between 5 p.m. and 7 a.m., the compensation equals the hourly pay increased by 13%. This compensation is not paid for the time that the employer compensates for as overtime. (The above-mentioned pay increment is obtained by dividing the monthly pay by 172 x 0.13)

6.4 Working hours in the deck and engine department

The working hours commence at least 30 minutes before the arrival of the passengers on the ship or at the change of shift and end at the change of shift or when the ship is securely stowed for demurrage. A meal or coffee break of at least half an hour and a rest period of at least one hour are not included in working hours if the employee is allowed to leave the workplace during this time.

6.5 Weekly overtime/comparability

When calculating weekly overtime, the following shall be treated as regular working hours:

- Time off compensated for standby (section 7, subsections 2–3 of the Act on working hours on vessels in domestic traffic), unless the standby times are compensated for in money.
- Midweek holidays, Christmas, Midsummer and New Year's Eve and Easter Saturday, Independence Day and May Day.
- Time spent on a justified doctor's appointment.
- Overtime leaves (section 13 of the Act on working hours on vessels in domestic traffic), unless compensation for overtime in cash has been agreed upon.
- Absence, except on Saturdays and public holidays, due to a municipal or other public position of trust or as a witness of a hearing, which, according to the law, the employee did not have the right to refuse or where refusal would have been permitted only on the basis of a specific reason specified in law.
- Time on a course as referred to in the agreement on training activities, however so that no overtime can arise from the time on a course.
- When a crew member returns from a holiday in the middle of a calendar week, their working hours must be calculated as if they had been working since Monday the same week.

A maximum of 8 hours per day and 38 hours per week of the above-mentioned comparable time shall be incurred.

6.6 Saturday work compensation

An increment is paid for regular working hours on a Saturday, the amount of which is 1/172 of the monthly salary per hour or one hour as free time (consideration). This increment is not paid for the time that the employer compensates as overtime.

6.7 Holiday compensation

An increment amounting to 1/86 of the monthly salary per hour is paid for regular working hours on Sundays and midweek holidays. Christmas, New Year and Midsummer Eve and Easter Saturday are days off. If work is done during these days, the holiday compensation is paid. This increment is not paid for the time that the employer compensates as overtime.

Application instruction:

Basic information of payroll calculation Appendix 1 (2 pages).

6.8 Daily overtime/weekly overtime/compensation

Daily overtime is the amount of time spent on work exceeding the regular working hours per day.

Weekly overtime is calculated from the time when the number of regular working hours and comparable hours per week has exceeded 38 hours.

With regard to standby, the provisions of section 7 of the Act on working hours on vessels in domestic traffic and what has been agreed elsewhere in this agreement shall be complied with.

In addition, holiday compensation time is incurred up to the amount of regular working hours for midweek holidays and public holidays. The ship's master is subject to the same weekly overtime regulations as the rest of the crew.

6.9 Compensation for overtime on weekdays is at least 1/102 of the monthly salary, excluding food allowance or equivalent compensation. On public holidays, the compensation is correspondingly 1/63 of the monthly salary.

6.10 Weekly overtime (Section 9 of the Act on working hours on vessels in domestic traffic) is compensated at the same rate as daily overtime, in deviation from the Working Time Act. (According to section 13 of the Act on working hours on vessels in domestic traffic).

6.11 Meal and rest time

The crew must be provided with an opportunity for having a meal every day. In ships where regular uninterrupted working hours exceed 6 hours per day, a minimum of 20 minutes shall be allowed for having a meal.

Within the daily regular working hours, the employer can arrange a maximum of two hours of unpaid meal/coffee breaks. Breaks of less than 30 minutes are paid.

6.12 Statutory resting periods

During each 24-hour period, employees must be given a rest period of at least 10 hours (daily rest) and during each seven-day period, a total rest period of at least 77 hours.

However, in inland navigation, a total rest period of at least 84 hours over a seven-day period shall be provided.

The daily rest period may be divided into a maximum of two periods in such a manner that one of the periods must be of at least six consecutive hours.

If the employee's rest period is disturbed due to work calls, they must be given an adequate compensatory rest period.

A break of less than 30 minutes shall not be included in the rest period referred to in paragraphs 1 to 3.

6.12 a Weekly rest

If the employee's working and leisure time are not determined in accordance with the rotation system, the employee must be given at least 30 hours of uninterrupted weekly rest once a week.

In inland navigation, when an employee has worked at least six days a week for five weeks, the employee must be given an additional weekly rest period of at least 24 hours during the weekly rest period.

6.12 b Special provision for young workers

An employee under the age of 18 years shall be provided at least nine consecutive hours of daily rest. A young worker may not be kept at work between midnight and 5 a.m., unless it is a question of completing a training programme related to the training of the young person.

6.13 Masters who do not fall within the scope of the Act on working hours on vessels in domestic traffic are paid a Sunday allowance in accordance with the Act on working hours on vessels in domestic traffic on working hours on vessels in domestic traffic.

6.14 With regard to standby and compensation for it, the provisions of section 7 of the Act on working hours on vessels in domestic traffic with regard to masters who are outside the scope of the Act shall apply.

6.15 Incentive bonus

In addition to the basic pay, the employer may pay its employees an incentive bonus, which is paid in accordance with the principles agreed upon by the shipowner or shipowner group. The bonus is not a bonus to be taken into account as an additional factor in calculating the pay or holiday compensation for the employee's overtime, annual leave and leave in lieu.

7 USE OF OVERTIME

7.1 Overtime work determined in accordance with section 6 of this agreement is primarily used within the framework of the rotation system as referred to in section 18 of the Act on working hours on vessels in domestic traffic (248/82), but no later than outside the sailing season before the beginning of the sailing season of the following year.

7.2 In the absence of an agreed rotation system, the following shall apply:

Daily overtime hours worked may be converted into free time by agreement between the employer and the employee. If the number of overtime hours worked per month exceeds 30 hours, the employer shall present to the employee for consideration the proportion of overtime hours exceeding 30 hours per month that the employee wishes to convert into free time.

When converting time off, the daily overtime hour is multiplied by 1.7 and the daily holiday overtime hour by 2.7. Eight hours of free time thus calculated is equivalent to one day off. Hours changed from daily overtime may only be kept time off during periods outside the sailing season, unless otherwise agreed between the employer and the employee.

7.3 When overtime converted with the factors in accordance with section 7.2 of this agreement and section 13 of the Act on working hours on vessels in domestic traffic is used as time off, a maximum of 8 converted hours may be deducted from the working day (Mon–Fri) and a maximum of 38 hours per week. Christmas, New Year's or

Midsummer Eve, Saturdays and holidays or weekly rest days are not counted as overtime leave.

- 7.4 At the end of the employment relationship, the remaining overtime leave can be paid in cash (1/172 of the monthly salary).
- 7.5 If the overtime leave is granted as an extension of the annual leave, fringe benefits will be reimbursed in the same way as for the annual leave period.
- 7.6 The employer and employee can agree that the free hours can be compensated in money, in which case compensation equal to 1/172 of the monthly salary is paid per hour.

8 ANNUAL LEAVE, MATERNITY AND PATERNITY LEAVE

8.1 Determination

The annual leave is determined in accordance with the Seamen's Annual Holidays Act in force at the time, however so that an employee who has been employed by the same employer for more than five years is entitled to 32 working days of annual leave.

Protocol entry:

In accordance with the current Seamen's Annual Holidays Act, an employee is entitled to two and a half working days of annual leave for each full holiday credit month. If the number of days of leave is not a whole number when calculating the length of the leave, a part of a day must be given as a full day of leave.

8.2 Annual holiday pay

The salary for the period of annual leave is determined on the basis of the monthly salary received by the employee during the pay period preceding the annual leave.

- 8.3 The monthly salary includes, in addition to the basic pay for the month preceding the annual holiday, all fixed increments paid (seniority increments, qualification increments, pilot-engineer increment, evening and night work increment and Saturday and Sunday increments) in proportion to the total duration of the holiday determination period.

- 8.4 The average daily pay is obtained by dividing the monthly salary by 30.

- 8.5 The pay for one day of annual holiday is obtained by multiplying the average daily pay by a factor of 1.18.

- 8.6 The annual holiday pay is calculated by multiplying the pay of one annual holiday day by the number of holiday days (weekdays) and other days off included in the holiday period.

8.7 Holiday bonus

A person entitled to annual holiday under the Seamen's Annual Holidays Act is paid 50% of their annual holiday pay as a holiday bonus at the time of payment of their pay for the period of the annual holiday.

- 8.7 a** An employee of the same shipowner or shipowner group who has worked more than six months during consecutive sailing seasons and who is not entitled to holiday bonus under section 8.7 is paid holiday bonus increased by 30% for the period exceeding six months.
- 8.8** If the annual holiday is split, the corresponding part of the holiday bonus is paid in connection with each part of the holiday.
- 8.9** When the employment contract ends, the holiday compensation or holiday pay and holiday pay are paid in connection with the termination of the employment relationship or during the sailing season following the agreement, when the holiday in question is taken.

Protocol entry:

The provision of the Seamen's Annual Holidays Act in force is as follows:

Section 18 Holiday compensation when employment ends

When employment ends, a worker who has been at work on at least fourteen days during the employment shall instead of annual holiday be entitled to holiday compensation equivalent to the holiday pay provided for in sections 13 and 14.

The holiday compensation shall comprise two and a half days pay for each full holiday credit month. ([9.9.2011/1025](#))

When employment ends, workers referred to in section 17 a who have worked at least six hours, are paid as holiday compensation 11 per cent of the wages determined under section 17 a for the period for which they have not yet received said compensation. ([23.3.2012/142](#))

- 8.10** A worker retiring on old-age pension or disability pension is paid a holiday bonus as the above-mentioned percentage of the annual holiday pay or any annual holiday compensation to which the worker is entitled.
- 8.11** Holiday bonus is paid to a person who enters active service as a conscript in connection with the payment of salaries prior to active service.
- 8.12** An employee entitled to maternity allowance is entitled to receive pay for 3 months from the beginning of the maternity allowance period (maternity leave).
An employee on paternity leave is paid the difference between the pay and the paternity allowance under the Health Insurance Act for a maximum of 12 days.

8.13 Postponing annual holidays

The postponement of annual holiday due to incapacity for work is determined in accordance with the provisions of the Seamen's Annual Holidays Act in force at the time.

Protocol entry:

The provision of the Seamen's Annual Holidays Act in force is as follows:

If the employee is incapable of work due to childbirth, illness or accident at the beginning or during their annual leave or part of it, the holiday must be postponed to a later date at the employee's request. Correspondingly,

an employee has the right to postpone their holiday or part thereof at their request, if it is known that the employee will have to attend such medical or other care during the holiday, during which they will be incapable of work.

At the request of the employer, the employee must provide a reliable certificate of their incapacity for work.

9 EMPLOYMENT

9.1 Employment contract

A written employment contract must be signed with the crew.

9.2 Winter work

If the crew is employed, the pay for the winter months is paid to the ship's crew, with the exceptions mentioned below, in accordance with the national collective labour agreements as paid or should be paid to other persons in the same positions.

If winter work is carried out under the terms of this collective labour agreement, the job title agreed for the sailing season is not binding on the parties with regard to winter work, but the pay is determined according to the work duties. At least one officer shall be paid the pay of a master or chief engineer officer and shall have responsibility for supervision.

9.3 Employment

The employment relationship commences on the day on which the employee commences work under a seafarer's employment contract for the ship and ends on the day on which the employee ceases work on the basis of the end of traffic, laying up of the ship for winter or the provisions of the Seamen's Act.

9.4 At the request of the crew, the shop steward or, in the absence of one, an official of the employee organisation shall be provided with a list of the members of the crew who have been employed during the previous three months. The list must include the person's first and last name, date of commencement of work, work department or similar, and the agreed duration of the employment relationship. The shop steward or the official of the employee organisation shall, at their request, also be provided with an explanation of what kind of information is collected in connection with employment. This information is provided only with the employee's consent.

10 SPECIAL REGULATIONS

10.1 Substitution

If an employee is acting as a substitute, an alternate or in other positions of such nature, they shall be paid a pay corresponding to their duties during that time, but at least equivalent to their actual position.

10.2 Temporary transfer

If a crew member is temporarily transferred to a lower paid position on another vessel of the same employer during the sailing season, the pay benefits shall be retained unchanged.

10.3 Past benefits

If a crew member has been employed by the same employer and had a better basic pay in the same position, it shall not be worsened.

10.4 Protective clothing, work clothes and uniform

A sufficient quantity of rain suits, thermal suits and other protective suits and gloves and safety footwear shall be provided on each vessel for use by the crew as necessary. The necessary work clothes are provided to the chief steward and cook.

If the employer so requires, employees must wear a uniform or other work clothing required by the employer. The employer is liable for the acquisition and maintenance costs of the uniform or work clothing.

10.5 Safety equipment

Protective eyewear and hearing protectors approved by the authorities as well as flotation equipment and other safety equipment required by the situation at any given time will be purchased for the vessels in order to prevent accidents.

The crew is required to use safety equipment and to inform the employer of any defects and shortcomings.

10.6 Collection of membership fees

If the employee has given the employer a power of attorney to collect the union's membership fee from their pay, the employer will calculate and remit the membership fee to the union on a monthly basis by the 10th of the following month.

10.7 Absence for compelling family reasons or for the day of a funeral

According to the Act on Maritime Labour Agreements, an employee is entitled to temporary absence from work if their immediate presence is necessary due to an unforeseeable and compelling reason resulting from an illness or accident affecting their family. A prerequisite for the exercise of this right is that the vessel does not become unseaworthy due to the absence of the employee.

For such compelling family reasons, an employee is entitled to a short period of temporary leave from work. A maximum of one (1) day temporary leave shall not be deducted from the employee's pay.

The employee is likewise entitled to a corresponding leave from work on the day of the funeral of their close relative.

A prerequisite for granting the leave is that it is possible, in each case, considering the nature of the duties of the employee concerned.

The employee must inform the employer of their absence and the reason for it as soon as possible. At the request of the employer, the employee must provide a reliable account of the reasons for their absence.

Close relative refers to the employee's spouse and cohabiting partner, spouse in a registered partnership, children, children of the spouse and cohabiting partner, children of the spouse in a registered partnership, the employee's parents or grandparents, or the parents of the spouse and cohabiting partner and the spouse of the registered partnership, as well as the employee's siblings.

Cohabiting partner refers to a person living in a joint household in a relationship comparable to marriage.

10.8 Geographical coverage

The scope of this agreement includes not only traffic within the Finnish borders and in the Saimaa Canal rental area and directly adjacent Russian waters (see section 2 of the Act on working hours on vessels in domestic traffic) but also traffic in the Vyborg region and on short international journeys. For the purposes of this agreement, a short international journey refers to a journey from Finland to Estonia and from Kvarken to Sweden.

10.9 Medical care and insurance Appendix 6.

10.10 Training agreement Appendix 7.

10.11 Contingency clause

If shipowners covered by the agreement face exceptional financial issues during the agreement period, the contracting parties may reassess the viability of the collective agreement solution in accordance with the prevailing financial situation and agree on any changes to the solution if such changes are necessary to secure the companies' operational prerequisites and jobs during the agreement period.

11 CO-OPERATION AND INFORMATION ACTIVITIES

11.1 As part of this agreement, the agreement of 14 March 1986 between the central organisations on the promotion of co-operation and information activities in enterprises shall apply.

12 SHIPWORK

12.1 The transfer of cargo and passengers' goods from the quay to the ship and from the ship to the quay is also shipwork.

13 OFFICIAL AND MEMBERS

13.1 Officials of the union have the right to visit ships in the port for union-related and purely professional matters. The visit of an official must not interfere with the work of the crew.

13.2 The employer has the right to freely choose their crew and the place of work for the crew.

14 DISPUTES

14.1 Continuous negotiation procedure

The principles concerning the continuous negotiated procedure shall be incorporated into the collective labour agreement for the deck and engine department personnel and steward's department personnel for domestic passenger vessel traffic in accordance with the following principles.

1. If disputes or problems with application related to the above-mentioned agreement cannot be resolved locally, for example, in the order referred to in the shop steward agreement, or if one of the parties to the said agreement wishes to make an initiative to amend or supplement the agreements, the parties to the agreements shall endeavour to resolve the disputes and application problems or any proposals for amendments or supplements through negotiations.
2. The party that deems it necessary to resolve or amend or supplement the agreement shall make a reasoned written submission to the other party, to which the other party shall respond without delay in the same manner.
3. If the parties reach an agreement to amend or supplement the agreement, the amendment may enter into force in a manner agreed by the parties, notwithstanding that the period of validity of the agreement has not expired.
4. Otherwise, the negotiation procedure between the parties shall be governed by the provisions of the collective labour agreement for deck and engine department and steward's department personnel for domestic passenger vessels.
5. The above does not amend the current obligation of industrial peace between the parties under the Collective Bargaining Act. Thus, failure to reach an agreement in accordance with the principle of continuous negotiation shall not mean the termination of the provision of the agreement to which the proposed amendment relates, nor the annulment of the associated obligation of industrial peace.

14.2 Mediation

In the event of a dispute between the employer and the employee on the interpretation or application of the provisions of this agreement, and consultations between the parties (see shop steward agreement) have not led to a resolution, the matter shall be transferred to the signatory organisations for resolution.

- 14.3** If a dispute arising from this agreement cannot be resolved locally as required by the shop steward agreement, the parties shall prepare a written memorandum on the matter before the matter is referred to the signatory organisations for resolution.

14.4 Mediation negotiations

If the dispute has arisen for reasons other than those mentioned in paragraph 14.2 above, negotiations between the parties shall commence as soon as possible, after a proposal has been made by either contracting party. Negotiations must be conducted without any unnecessary delay. If the negotiations do not lead to an amicable settlement or if either party fails to comply with the agreement, the matter shall be settled in court between the shipowner and the employee or their representatives.

Work stoppage etc. during the negotiations

During the agreement term, there is an obligation of industrial peace that applies to both parties.

- 14.5** During the negotiations on the disputed issues referred to in paragraphs 14.2 and 14.4 above, the matter under dispute shall not result in the declaration of a work stoppage (strike or lockout) or any other action aimed at exerting pressure on the other party or disturbing the regular course of work.

15 VALIDITY OF THE AGREEMENT

Period of validity and termination

The new agreement term begins on 31 March 2023 and ends on 28 February 2025 without separate termination.

During negotiations on a new collective labour agreement, the provisions of previous collective labour agreement shall remain in force until a new collective labour agreement has been made or the agreement negotiations have otherwise ended.

Helsinki, 31 March 2023

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto

Minna Ääri

THE ASSOCIATION OF FINNISH PASSENGER SHIPS

Petri Luotio

THE FINNISH SEAFARERS' UNION FSU

Kenneth Bondas

Satu Silta

THE FINNISH SHIP'S OFFICERS' UNION

Kristian Heiskanen

Johan Ramsland

FINNISH ENGINEERS' ASSOCIATION RY

Robert Nyman

Riku Muurinen

The Finnish Seafarers' Union FSU
Service Sector Employers Palta
The Finnish Ship's Officers' Union
Finnish Engineers' Association ry
The Association of Finnish Passenger Ships

REVISION PROTOCOL
31 March 2023

**DOMESTIC PASSENGER VESSEL TRAFFIC
PAY ADJUSTMENT 2019**

Service Sector Employers Palta, the Association of Finnish Passenger Ships, the Finnish Ship's Officers' Union, the Finnish Engineers' Association ry and the Finnish Seafarers' Union FSU have agreed on the following with regard to domestic passenger vessel traffic:

Pay adjustments

From 1 June 2023 and 1 March 2024, scheduled pay and euro-denominated increments will be increased in accordance with the appendix hereto.

Helsinki, 31 March 2023

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Robert Nyman

Riku Muurinen

This protocol has been signed electronically.

APPENDIX 1

PAY AND COMPENSATION

	1 June 2022	1 June 2023	1 March 2024
Coastal and inland waters		3.50 %	2.50 %
Master			
less than 201 passengers	1,924.69	1,992.05	2,041.86
more than 200 passengers	1,988.63	2,058.23	2,109.69
Mate			
less than 201 passengers	1,741.90	1,802.87	1,847.94
more than 200 passengers	1,813.12	1,876.58	1,923.49
Chief engineer officer			
less than 750 kW	1,881.57	1,947.42	1,996.11
more than 750 kW	1,965.24	2,034.02	2,084.87
I engineer officer/machinist			
less than 750 kW	1,817.87	1,881.50	1,928.53
more than 750 kW	1,880.77	1,946.60	1,995.26
Machinist/deckhand 2)	1,677.46	1,736.17	1,779.58
Junior deck engineer and AB/OS and steward assistant	1,591.81	1,647.52	1,688.71
Senior deck engineer and AB/OS	1,630.77	1,687.85	1,730.04
Restaurant manager/butler, steward, housekeeper, chef, shift manager and deckhand-waiter	1,650.94	1,708.72	1,751.44
Chef/pantry chef, waiter and steward	1,621.08	1,677.82	1,719.76
Kitchen assistant	1,552.24	1,606.57	1,646.73

1. A junior deck engineer or AB/OS who has served in their position for a period of not less than six months in the case of seasonal services or twelve months in the case of other services, shall be considered to be the senior deck engineer or AB/OS.
2. An engineer deckhand may be employed on a vessel which combines the functions of the engine and deck departments. This position does not qualify for the 2 June increase. With regard to seniority increments, they shall be treated in the same way as crews; otherwise they shall be treated as officers.

3. The standby compensation is as follows:

	Senior officers		
	1 June 2022	1 June 2023	1 March 2024
weekdays	15.13	15.66	16.05
holidays	28.72	29.73	30.47

	Crew		
	1 June 2022	1 June 2023	1 March 2024
weekdays	9.47	9.80	10.05
holidays	17.23	17.83	18.28

Wages are paid in accordance with the Seamen's Act, unless the employer and the employee agree otherwise.

The seafarer's employment contract records the job title under which the employee is hired at the beginning of the employment relationship. The pay in accordance with the job title in question is the minimum pay of the employee during the sailing season. However, the pay shall always be paid according to the actual duties if the employee performs work entitling to pay higher than the job title of their employment contract, as follows:

If an employee performs work entitling to a higher pay than their job title 1–7 working days a month, they shall be paid the pay corresponding to the work that was done during that time entitling to a higher grade for 15 days a month. If the work entitling to a higher pay is carried out for more than 7 working days, they shall be paid the higher pay for the whole month.

If the vessel has a restaurant and meals are prepared there for sale, one restaurant employee must be paid the pay of a restaurant manager/chef. If a kitchen assistant independently prepares meals for sale (does the work of a cook) or an AB/OS participates in the sale or serving of the restaurant (does the work of a waiter), their pay basis is determined as described above.

FRINGE BENEFITS in vessels
aboard which persons do not live permanently

collective labour agreement 5.1	The food allowance from 1 January 2023 is EUR 9.40.
collective labour agreement 5.2	The increased food allowance from 1 January 2023 is EUR 42.47.

Fringe benefits are agreed at the beginning of each calendar year

FRINGE BENEFITS in vessels
aboard which persons do not live permanently

		From 1 January 2023 EUR/day
collective labour agreement 4.2	Food	18.96
collective labour agreement 4.4	Holiday time housing	9.4
collective labour agreement 4.5	Food during sickness and housing	18.96 16.23

Fringe benefits are agreed at the beginning of each calendar year

BASIC PAYROLL INFORMATION PALTA/SLPL/SKL/SMLY/SMU

Regular working hours with exceptions have been agreed on in section 6.2 of the collective labour agreement

BASIC PAY EUR _____
(incl. possible engineer increment of 10%)

SENIORITY INCREMENT ___% EUR _____

CALCULATED MONTHLY SALARY (basis for bonuses and overtime) EUR _____

OVERTIME COMPENSATION FOR WEEKDAYS

1/102 of the monthly salary
(more than 8 hours per day or more than 38 hours per week) ___ h X EUR ___/h EUR _____

HOLIDAY OVERTIME COMPENSATION 1/63 of salary
(more than 8 hours per day or more than 38 hours per week) ___ h X EUR ___/h EUR _____

SATURDAY COMPENSATION 1/172 of the salary (payable
for a period not exceeding 8 hours per day and 38 hours per week) ___ h X EUR ___/h EUR _____

HOLIDAY COMPENSATION 1/86 of the monthly salary
(payable for a period not exceeding 8 hours per day and
38 hours per week) ___ h X EUR ___/h EUR _____

EVENING AND NIGHT WORK COMPENSATION

1/172 x 0.13 monthly salary
(paid a period not exceeding 8 hours per day and
38 hours per week, between 5 p.m. and 7 a.m.) ___ h X EUR ___/h EUR _____

FOOD ALLOWANCE

(paid for working and leave in lieu days) ___ h X EUR ___/h EUR _____

STANDBY COMPENSATION

(payable for working hours deviating from the schedule) ___ h X EUR ___/h EUR _____

CASH CONSIDERATION (1/172 of salary) ___ h X EUR ___/h EUR _____

INCENTIVE BONUS EUR _____

BASIS OF CONSIDERATION

(if Saturday compensation or overtime is not paid in cash, consideration is generated as follows)

Saturday compensation ___ h X 1.0 + _____ h

Weekday overtime ___ h X 1.7 + _____ h

Holiday overtime ___ h X 2.7 + _____ h

Transfer of consideration from previous month + _____ h

Withheld / consideration paid - _____ h

Transfer of consideration to the next month = _____ h

Value of transfer consideration in cash EUR _____

GIVING CONSIDERATION AS TIME OFF TO AN EMPLOYEE

If it is agreed with the employee that the weekly working hours (38h) will not be completed, the previously accrued consideration will be reduced so that the working hours and time off in lieu total 38 hours, which means that the time off in lieu is comparable to working hours. A week is defined as the time from Monday 00:00 to Sunday 24:00.

Wages are paid in accordance with the Act on Maritime Labour Agreements, unless otherwise agreed between the employer and the crew.

If the overtime leave is granted as an extension of the annual holiday, the pay is calculated and the fringe benefits are reimbursed in the same way as for the annual holiday period.

Note! Consideration holiday pay must be paid according to the MVL, as well as holiday pay, i.e. daily pay increased by 18% (Act on working hours on vessels in domestic traffic, section 16, subsection 1).

THE FINNISH SEAFARERS' UNION FSU, THE FINNISH SHIP'S OFFICERS' UNION, THE FINNISH ENGINEERS' ASSOCIATION RY, THE ASSOCIATION OF FINNISH PASSENGER SHIPS AND THE SERVICE SECTOR EMPLOYERS' ASSOCIATION PALTA'S

SHOP STEWARD AGREEMENT FOR PASSENGER VESSELS IN DOMESTIC TRAFFIC

INTRODUCTION

The maintenance and development of the collective labour agreement system is based on negotiation relations between the employer and the employee parties. The purpose of the shop steward system required by these relations is to contribute to ensuring compliance with the agreements concluded between the parties, the expedient and rapid settlement of disputes arising between the employer and the employee, the handling of other issues arising between the employer and the employee, and the maintenance and promotion of industrial peace as required by the collective labour agreement system.

In order to achieve these goals, the signatory unions have entered into the following agreement concerning the shop steward system and the activities of shop stewards.

1. Scope of the agreement

This agreement applies to passenger vessels in domestic traffic to the extent that the seafaring sector is covered by collective labour agreements concluded by the organisations that are signatories to this agreement.

2. The shop steward concept

For the purposes of this agreement, a shop steward refers to a shipowner shop steward elected by the organised employees serving on board the ships of the shipowner. The elected shop steward represents all organised employees working in vessel service duties at the shipowner.

3. Eligibility

The shop steward referred to in this agreement must be an organised employee of the shipowner or shipowner group concerned and familiar with the conditions of the workplace.

4. Election of a shop steward

Organised employees employed by the shipowner elect a shop steward

The shop steward elections are held on board the vessel(s) and all organised employees must be given the opportunity to take part in the election.

When electing the shop steward, all organised employees who are in an employment relationship on board the vessel(s) must be given the opportunity to take part in the election. Organising and carrying out the election must nevertheless not disturb normal working. The employer shall provide the persons elected by the members with an

opportunity and a space to carry out the election. The employer must be notified of the election at least 14 days in advance.

5. Notifications

The elected shop stewards must be reported to the maritime trade unions and the employer's representative.

In addition, with regard to the shop steward's elected deputy, it must be reported when they will act as the shop steward's substitute.

6. Information provided to shop stewards

According to chapter 13, section 6 of the Act on Maritime Labour Agreements, a shop steward has the right to receive information concerning the employees they represent concerning the matters provided for in chapter 1, section 3.

In addition, the shop steward has the right to receive information entered into the employment contract on the basis of co-operation, other legislation or a collective labour agreement, if the employee concerned gives their consent.

If required by law and the collective labour agreement, the employer shall, on its own initiative and in other cases always on request, provide the shop steward without delay with information necessary for maintaining smooth co-operation about the employees represented by the shop steward, the efficient conduct of negotiations or the prompt and comprehensive processing of an unclear or disputed matter.

In the case of any ambiguity or disputes concerning an employee's salary or other matters related to their employment, the shop steward must be provided with all information that has a bearing on adjudicating the case at issue. The information must be treated confidentially.

For the purpose of carrying out their duties, the shipowner's shop steward has the right to obtain information on the subcontractors operating on board the vessels and the personnel employed by them on board the vessels who will perform shipwork on the vessel.

Agreements between unions and the shipowner must be provided to the shipowner's shop steward.

The shop steward shall be bound by the obligation of professional secrecy with regard to the information that they receive in the performance of their duties. The obligation of confidentiality does not apply to public information or the provision of information to a person who already has access to the information in question or otherwise has the right to have access to it.

7. Duties of a shop steward

The primary duty of a shop steward is to act as the representative of the unions and their members in matters concerning the application of the collective labour agreement.

The shop steward is a representative in matters related to the application of maritime labour law and rules of employment and relations between the employer and the

employee in general. The shop stewards are also responsible for transmitting information between the employer on the one hand and the unions or the employee on the other.

8. Shop steward's employment relationship

The shop steward is in the same position in their employment relationship with the employer regardless of whether they carry out their shop steward duties in addition to their own work or whether they have been granted exemption from work. The shop steward is obligated to personally comply with the general terms and conditions of employment, working hours, supervisors' orders and other regulations.

The shop steward's opportunities for development and career advancement must not be weakened due to their position as a shop steward.

While carrying out duties in a position of trust, the employer and the shop steward must review whether the maintenance of the shop steward's professional skills in the previous or corresponding task require the same type of professional training as is provided to other employees.

The provisions of this section shall also apply to a deputy shop steward if the shipowner has one and they act as a substitute for the actual shop steward.

9. Transfer of a shop steward

An employee serving as a shop steward may not be transferred to a lower-paid job than their regular job in the course of carrying out the tasks or due to the tasks than was the case when they were elected as a shop steward, and their employment must not be terminated on account of their shop steward duties. Notwithstanding this rule, a shop steward holding a temporary post may be transferred to their permanent post.

The provisions of this sections shall also apply to a deputy shipowner's shop steward if the shipowner has one.

10. Protection against dismissal of a shop steward

If the company's workforce is dismissed or laid off for economic or production reasons, such a measure may not be imposed on the shop steward unless the operations of the shipowner are interrupted completely. However, if it is jointly established that the shop steward cannot be offered a role corresponding to their profession or otherwise suitable for them, an exception may be made to this rule.

The shop steward's employment contract may not be terminated for a reason attributable to them without the consent of the majority of the employees represented by the shop steward as referred to in the Act on Maritime Labour Agreements.

When assessing the grounds for terminating a shop steward's employment contract, they must not be placed in a position inferior to other employees.

The provisions of this paragraph shall also apply to a shop steward candidate nominated at the workplace, the nomination of whom has been notified in writing to the employer. This candidate protection begins at the earliest one month before the beginning of the term of the shop steward being elected, and expires for unelected candidates when the results of the election are announced.

In respect of an employee who has acted as chief shop steward, the provisions of this paragraph are also applied for 3 months after the end of their term as shop steward or until their fixed-term employment contract expires. If the employer intends to terminate the shop steward's employment contract, the parties to this agreement must be notified of this and must immediately clarify in their mutual negotiations the reason for the termination.

If the shop steward's employment contract has been terminated in violation of the provisions of the Act on Maritime Labour Agreements in force, the termination compensation payable to the shop steward shall be determined in accordance with the Act on Maritime Labour Agreements.

The shipowner shall endeavour to place the shop steward after an illness has ended or an injury has healed back into the shipowner's seagoing service, if the employment relationship is still in force.

The operation of a vessel used in seasonal traffic is considered to be completely interrupted when the ship arrives at port on its last voyage.

The provisions of this section shall also apply to a deputy shop steward if the shipowner has one and when they act as a substitute for the actual shop steward.

11. Grant of exemption and compensation for lost income

If necessary, the shop steward is provided with a temporary exemption from their work for the purpose of carrying out their duties. A regular exemption for the shop steward may also be agreed with the unions and the employer if the number of employees represented is at least 25.

If the shop steward is regularly exempted from work for repeated periods of time, they must perform their duties of trust during that time.

However, for urgent matters, supervisors must grant the shop steward an exemption from their work at a time suitable for the work.

In the field of the agreement on domestic passenger vessels, the wage group of the shipowner's shop steward shall be, irrespective of the shipowner's shop steward's duties, the pay corresponding to their own position, however, at least the salary of an AB.

When performing the shop steward's duties, the shop steward is entitled to compensation corresponding to the pay for 2 weekday working hours for each day of the shop steward's duties.

If the shop steward carries out tasks separately agreed with the employer outside the shop steward's regular working hours, overtime compensation is paid for the time thus lost or the employee and the company agree on some other kind of additional compensation.

12. Shop steward's training

The shop steward has the right to receive training that will facilitate the performance of the shop steward's duties. The shop steward training is agreed upon in the training agreement appended to this collective labour agreement.

13. The shop steward's facilities and office equipment

The employer shall arrange a place for the shop steward to store the documents and office equipment necessary for the shop steward's duties. Where the size of the workplace so requires, the employer shall arrange appropriate facilities where the discussions necessary for the performance of the shop steward's duties can be held.

The shop steward has the right to use, free of charge, the ship's and the shipowner's ordinary office and communication equipment, such as mobile phones, computer equipment and related software, and Internet connection (e-mail), in the performance of their duties. If the shipowner has its own e-mail address, one must also be created for the shop steward.

14. Negotiation procedures

In issues concerning the performance of work and its technical arrangements, the employee must take the matter up directly with line management.

If the employee has not been able to reach agreement of the matter concerning their pay or terms of employment directly with their supervisors, they can refer the matter to be settled in negotiations between the shop steward and supervisors.

If the disagreement that has arisen at the workplace cannot be resolved locally, the order of negotiations in accordance with the Collective Agreement will be followed.

15. Validity period of the agreement

The validity period of this agreement is the same as that of the master agreement.

AGREEMENT BETWEEN THE ASSOCIATION OF FINNISH PASSENGER SHIPS, THE FINNISH SEAFARERS' UNION FSU, THE FINNISH SHIP'S OFFICERS' UNION AND THE FINNISH ENGINEERS' ASSOCIATION RY ON THE GROUNDS OF TERMINATION AND LAY-OFF

The signatory organisations – taking into account, on the one hand, the necessary efforts to improve the production-related prerequisites of companies and, on the other hand, the uncertainty caused by the reduction in the number of employees of companies for economic and production-related reasons to the social security of employees – have agreed on the following measures that must be applied on board the vessels of the member companies of the Association of Finnish Passenger Ships.

1 § Scope

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

The agreement does not apply to:

1. an employee whose employment contract has been concluded for a fixed period of time or for a specific journey or journeys,
2. cases where an employment contract has been terminated for a reason referred to in chapter 9, section 1 of the Act on Maritime Labour Agreements (756/2011), or
3. cancellation of the employment contract during the probationary period referred to in chapter 1, section 5 of the Act on Maritime Labour Agreements.

However, when the employer has terminated the contract based on the grounds for termination of the Act on Maritime Labour Agreements, it may be reviewed, in accordance with this contract, whether the conditions for termination of the employment contract have been met.

2 § Notice periods

When terminating an employment contract, the employer must observe the following periods if the employment relationship has continued without interruption:

1. two months' notice, if the employment has lasted for no more than five years,
2. three months' notice, if the employment has lasted for more than five years but no more than nine years,
3. four months' notice, if the employment has lasted for more than nine years but no more than twelve years,
4. five months' notice, if the employment has lasted for more than twelve years but no more than fifteen years, and
5. six months' notice, if the employment has lasted for more than fifteen years.

However, if no other notice period has been agreed upon, the master's employment contract may be terminated at the earliest after three months.

When terminating their employment contract, an employee must observe a one-month notice period. If the employment relationship has lasted for more than ten years, the notice period is two months.

In the cases referred to in chapter 8, sections 5 and 7 of the Act on Maritime Labour Agreements, the termination procedure provided for in the Act applies.

3 § Failure to observe the notice period

An employer who does not comply with the period of notice is obligated to pay the employee a full salary for the period of notice.

If an employee resigns from work without observing the period of notice, they are obligated to pay the employer an amount equal to the salary of the period of notice. The employer may withhold this amount from the final payment to the employee, in accordance with the provisions of chapter 2, section 21 of the Act on Maritime Labour Agreements concerning the employer's right of set-off.

If the failure to observe the notice period by either party applies only to part of the notice period, the obligation applies to the corresponding part of the pay for the notice period.

4 § Grounds for termination

The employer may not terminate an employee's employment contract without a particularly weighty reason in accordance with chapter 8, section 2 of the Act on Maritime Labour Agreements or a reason referred to in chapter 8, section 3 of the Act.

Grounds for termination also include grounds for the cancellation of the employment contract under the Act on Maritime Labour Agreements, as well as grounds attributable to the employees themselves, such as neglect of work, violation of the regulations issued by the employer within the limits of their management right, breach of regulations, unjustified absence and obvious negligence at work.

Termination of employment due to the transfer of the business and the bankruptcy and death of the employer shall take place in the manner prescribed in chapter 8, sections 5 and 7 of the Act on Maritime Labour Agreements.

5 § Compensation for unjustified termination

If the employer unjustifiably terminates an employee's employment contract and does not cancel this before the end of the employment relationship after negotiations, the dismissed employee has the right to receive compensation for damage referred to in chapter 12, section 2 of the Act on Maritime Labour Agreements. If the employment relationship has lasted for more than 10 years without interruption when the termination takes effect, the basic pay for at least six months, including any fixed increments, must be paid as damages.

6 § Protection against dismissal of an employee during pregnancy, special maternity, maternity, paternity and parental leave and child care leave

The employer may not terminate the employment contract of a pregnant employee due to pregnancy. If the employer terminates the employment contract of a pregnant

employee, the termination shall be deemed to have taken place on the basis of the employee's pregnancy unless the employer shows some other reason.

Employees must provide a report on their pregnancy on the employer's request.

The employer may not terminate an employee's employment contract by means of employment contracts referred to in chapter 5, section 1, subsection 1 of the Act on Maritime Labour Agreements or during special maternity, maternity, paternity and parental leave and child care leave agreed between the employer and the employee, nor, after becoming aware that the employee is pregnant or exercising the aforementioned right, to expire at the beginning of or during the said leave.

7 § Lay-off

Lay-off

During the employment relationship, it can be agreed that work and the payment of wages will be suspended indefinitely or for a fixed period while the employment relationship remains otherwise in force.

On the conditions under which the employer could terminate or cancel the employment contract, the employer may, instead of terminating or cancelling the employment relationship, lay off the employee for a fixed period or for an indefinite period following a notice period of at least 14 days.

In the aforementioned manner, an employee may be laid off for a maximum of 90 days if work has temporarily decreased and the employer cannot reasonably arrange other work or training suitable for the employer's needs.

The right to lay-off may be expanded by agreement.

If an the employee has been laid off for an indefinite period, the commencement of work must be notified at least one week in advance, unless agreed otherwise.

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

Prior notification of lay-off

When the basis for a lay-off in accordance with this section is a decrease in work due to financial and production-related reasons, the employer, having become aware of the necessity of the lay-off, shall immediately, and if possible no later than three months before the start of the lay-off, give a prior notification of the lay-off to the shop steward concerned and, if the lay-off concerns at least ten employees, also to the employment authorities. The prior notification must include the reason for the lay-off, the estimated start time and duration, as well as the estimated number of employees to be laid off by occupational group.

Notice of lay-off

The employer must submit a notice of the lay-off at least 14 days before the start of the lay-off. The notice of lay-off shall be given to the employee in person. If the notice cannot be delivered in person, it may be submitted by letter or by electronic means within the same notification period. The notice shall state the grounds for the lay-off, its start time and the duration of the temporary lay-off and, in the case of lay-offs until

further notice, estimated duration. The employer must provide the employee with a written certificate of lay-off.

However, there is no notification obligation if the employer is not obligated to pay wages for the entire period of the lay-off due to other absence from work.

The notice shall be given to the representative of the employees to be laid off.

According to the agreement, the lay-off can take place either for an indefinite period or for a limited period of time while the employment relationship otherwise remains valid.

Once an employee has been laid off for an indefinite period, there is no maximum period for the duration of the lay-off.

Termination of the employment relationship of a laid-off employee

During a lay-off, the employee may terminate their contract, regardless of its duration, without a period of notice. If the employee is aware of the end date of the lay-off, this right shall not exist for the seven days preceding the end of the lay-off.

If an employer terminates a laid-off employee's employment contract during the lay-off period, the employee has the right to receive their pay for the period of notice. The employer may deduct 14 days of salary from the salary for the period of notice if the employee has been laid off using a notice period of more than 14 days in accordance with the law or the contract.

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

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

8 § Re-employment

The duration of the employer's re-employment obligation under the Act on Maritime Labour Agreements is determined in accordance with the Act on Maritime Labour Agreements in force at the time.

9 § Notice of dismissal or lay-off to employment services

In the case of redundancies or lay-offs for economic or productive reasons, the shop steward concerned shall be informed. If the measure concerns at least ten (10) employees, the employment services must also be informed.

10 § Order of selection for workforce reduction

In the case of dismissal and lay-off, the following rule shall apply as far as possible: professional employees who are important to the company's operations, persons with war injuries and persons who have lost part of their ability for work while employed by the same employer are dismissed or laid off last. In addition to this rule, attention should also be paid to the duration of the employment relationship and the amount of the employee's maintenance liability.

Application directive

As a rule, the reduction of the workforce is carried out on a vessel-by-vessel basis. However, if necessary, the reduction of the workforce can also be implemented on a shipowner-specific basis. The shipowner-specific dismissal or lay-off of the workforce may be considered, for example, when the shipowner withdraws one or more vessels of the same type from service in the same traffic area.

11 § Negotiation procedures

If a disagreement arises on dismissal or lay-off, the disagreement may be brought for resolution in accordance with the general negotiating procedure agreed in the collective labour agreement. If the employer and employee unions fail to reach agreement on the matter, it may be submitted to the Labour Court.

12 § Validity

The validity period of this agreement is the same as that of the master agreement.

AGREEMENT ON OCCUPATIONAL SAFETY AND HEALTH WORK IN THE MARITIME SECTOR

Modern labour law is mainly divided into laws regulating the employment relationship, the protection of employees and the social security of employees, and the regulations issued on the basis of them. In addition, labour law includes regulations concerning the monitoring of compliance with the law.

Section 8 of the Occupational Safety and Health Act (738/2002) sets out the employer's general duty of care to take care of the safety and health of employees at work. To this end, the employer shall take into account aspects relating to the work, working conditions and other working environment, as well as the personal conditions of the employee.

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

Section 18 of the Occupational Safety and Health Act: Employees' general obligations states that employees shall follow the orders and instructions given by the employer within their competence. Employees shall even otherwise observe such order and cleanliness as well as care and caution that is necessary for maintaining safety and health necessitated by the work and working conditions.

Employees shall also, in accordance with their experience as well as the instruction and guidance provided by the employer and according to their occupational skills, by available means take care of both their own and the other employees' safety and health.

Employees shall avoid such harassment and other inappropriate treatment of other employees in the workplace that cause risk or hazard to their safety or health.

Based on these employer's and employee's obligations, the Occupational Safety and Health Act also stipulates that the parties must strive to maintain and enhance safety on board in cooperation. More detailed provisions on the content of this cooperation are laid down in the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces and the decree issued under it.

In order to achieve the best possible result, it is essential that the partners continue to take joint responsibility for occupational safety and health work, the effective performance of which is in the interests of both employers and employees. Determined training of occupational safety and health personnel provides a prerequisite for the development of workplace-level occupational safety and health work.

For this reason, and recognising the moral, social and economic importance of occupational safety and health work, the signatory unions agree that in order to create a positive spirit for occupational safety and health activities and to eliminate sources of risk in the workplace, close cooperation between employers, employees and clerical staff is required. In order to reach an agreement on occupational safety and health, the unions consider it necessary to specify, on the

basis of section 23 (1) of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006), certain regulations concerning the seafaring-related workplace and employees, as well as salaried employees and the occupational safety and health committee.

(Provisions on shipwork safety are laid down in the Occupational Safety and Health Act (738/2002) and Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006), and, in more detail, in the Government decisions on the working environment on board a vessel (417/81) and on the regulations to be followed in shipwork (418/81), as amended)

1 § Scope

This agreement applies to the vessels of the member companies of the Association of Finnish Passenger Ships, which are subject to the collective labour agreement for domestic passenger vessel traffic.

2 § Cooperation bodies

For the purpose of occupational safety and health cooperation, a vessel shall have an occupational safety manager appointed by the employer responsible for the cooperation, an occupational safety representative representing the employees and/or salaried employees (in cooperation) and their two deputy representatives.

In order to promote cooperation between the shipowner and the vessel, the shipowner has a designated occupational safety and health contact person.

The selection of other cooperative bodies promoting occupational safety and health as well as the appropriate form of cooperation shall be agreed locally, taking into account the number of employees and salaried employees of the shipowner or vessel and the quality of their tasks as well as other circumstances. If no other form of cooperation has been agreed upon, a vessel with at least twenty regular employees, including employees in a salaried employee position, shall establish an occupational safety and health committee in accordance with sections 12–14 of this agreement.

A shipowner can establish an occupational safety and health committee also at other times. If an occupational safety and health committee has been established for the shipowner, the agreement also applies to these vessels in this respect.

3 § Cooperation tasks/tasks of the occupational safety and health committee

Occupational safety and health activities shall, regardless of the form of cooperation,

1. draw up an annual action plan to be followed in occupational safety and health activities;
2. draw up the necessary plans for the general organisation of the vessel/shipowner's occupational safety and health activities;
3. participate in occupational safety and health inspections and investigations when the supplier of the inspection or investigation deems it necessary;

4. contribute to the carrying out and execution of investigations other than those referred to in the preceding paragraph where such investigations are necessary because of an accident which has occurred or observed risk of accident at the workplace, an occupational disease which has occurred or a risk of occupational disease observed or other work-related diseases which have occurred at the workplace;
5. monitor the accident and health situation at the workplace and take measures to carry out an investigation of the causes of accidents and work-related illnesses;
6. monitor the implementation of occupational health care at the workplace and make relevant proposals to the employer;
7. address the distribution of information and awareness-raising material related to substance abuse and the referral of substance abusers to treatment, as referred to in the referral to treatment model of the seafaring sector;
8. review plans for changes and reforms at the workplace and for the prevention of accidents and health hazards affecting occupational safety and health, including cost estimates, submit statements on these to the employer and monitor the implementation of the plans;
9. strive to develop policies that promote safety and health at work and make proposals to the employer concerning them;
10. review themselves with the conditions of the workplace relating to safety and health at work and to follow their development and, if necessary and possible, to pay particular attention to and make proposals for remedying unsafe working conditions and practices, for example, by carrying out inspections;
11. annually review the need for cooperative training on occupational safety and health in their area of responsibility and draw up plans for the preparation of the company's training plan and budget, and implement this training within the framework of the approved training plan and budget for their area of responsibility, taking into account what has been agreed upon in the training agreement between the parties concerning the organisation of joint occupational safety and health training.

4 § Shipowner's occupational safety and health contact person

In order to promote cooperation between vessels and the shipowner in the field of occupational safety and health, a person responsible for occupational safety and health must be appointed for each shipowner, and their name must be reported to the vessels, seafaring labour market organisations and occupational safety and health authorities.

The shipowner's occupational safety and health contact person must be familiar with the occupational safety issues of vessels.

It is the duty of the contact person to

- maintain correspondence between the shipowner and the vessels' occupational safety and health committee or other corresponding occupational safety and health cooperation body and other necessary occupational safety and health cooperation;

- relay information relating to accidents and occupational health care to the vessels' bodies responsible for cooperation in the field of occupational safety and health;
- ensure that the vessels' cooperative bodies for occupational safety and health are aware of the laws, regulations and orders relating to occupational safety and health;
- ensure that the employer and its representatives receive the necessary information on the regulations, orders and guidelines concerning occupational safety and health;
- ensure that the shipowner-specific occupational safety and health training needs are communicated to the safety work committee of the seafaring sector and maintain a list of trained occupational safety and health personnel;
- maintain the necessary contacts with occupational safety and health authorities.

5 § Duties of the occupational safety and health manager

The appointed occupational safety and health manager must be a person familiar with occupational safety and health.

The occupational safety and health manager must be provided with sufficient operating conditions for the performance of their duties.

When the occupational safety and health manager is responsible for occupational safety and health cooperation between the employer and the crew at the workplace:

1. familiarise themselves with the regulations, orders and guidelines concerning occupational safety and health and ensure that they are communicated to the crew;
2. participate in occupational safety and health inspections and investigations, if the supplier of the inspection or investigation deems it necessary;
3. familiarise themselves with the conditions of the workplace concerning safety and health at work, to follow their development and to take measures to eliminate any defect or shortcoming they find;
4. take the necessary measures to organise and maintain the cooperation between the employer and the employee provided for in the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces and to develop cooperation concerning occupational safety and health;
5. maintain contact with the occupational safety and health committee, the occupational safety and health representative and other persons involved in occupational safety and health tasks at the workplace;
6. perform the other duties assigned to them in accordance with the Act and Decree on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces and the regulations issued under them;
7. make proposals to the employer concerning measures to be taken in order to carry out an investigation of an accident or an observed risk of an accident at

work, of an occupational disease or an observed risk of an occupational disease, or of other work-related illnesses occurring at the workplace;

8. draw the employer's attention to the fact that the prescribed commissioning and maintenance inspections relating to the safety and health of work are carried out;
9. make proposals to the employer on measures to arrange the necessary first aid operations and related training at the workplace;
10. make proposals to the employer on measures for organising guidance, training and information activities related to occupational safety and health at the workplace;
11. maintain the necessary contacts with the shipowner's occupational safety and health contact person and the occupational health care personnel;
12. forward the decisions of the vessel's occupational safety and health committee to the shipowner without delay.

6 § Duties of the occupational safety and health representative

The occupational safety and health representative shall represent the crew of the workplace in cooperation concerning occupational safety and health and in relation to the occupational safety and health authorities;

1. familiarise themselves with the regulations, orders and guidelines concerning occupational safety and health;
2. participate in occupational safety and health inspections and investigations when the supplier of the inspection or investigation deems it necessary;
3. take part, as necessary and considering the nature of the investigation, in investigations other than those referred to in the preceding paragraph where such investigations are carried out because of an accident which has occurred or observed risk of accident at the workplace, an occupational disease which has occurred or a risk of occupational disease observed or other work-related diseases which have occurred at the workplace;
4. familiarise themselves with workplace conditions relating to safety and health at work by regularly observing them at the various places of work and monitoring their development from the point of view of safety and health at work and, in the first instance, to inform the supervisors and the occupational safety and health manager and the occupational health care personnel concerned and, where appropriate, the occupational safety and health authorities of any shortcomings or irregularities observed;
5. take action to develop cooperation between the employer and the crew on occupational safety and health at the workplace;
6. maintain contact with the occupational safety and health personnel at the workplace, occupational safety and health manager, occupational health care personnel and other persons involved in occupational safety and health tasks, as well as the occupational safety and health authorities, and

7. perform the other duties assigned to them in accordance with the Act and Decree on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces and the regulations issued under them.

7 § The role and rights of the occupational safety and health representative

For the performance of their duties, the occupational safety and health representative has the right to access the documents and lists that the employer is required to keep in accordance with the provisions concerning occupational safety and health. They shall also have the right to inspect statements and research findings relating to safety and health at work and to obtain copies of all such documents.

The occupational safety and health representative must not, on account of the duties of the occupational safety and health representative, neglect the obligations arising from their employment relationship. The employer shall not, without a valid reason, refuse to release the occupational safety and health representative from their regular work for such a reasonable period as they need for the performance of the occupational safety and health representative's duties.

The occupational safety and health representative's opportunities to develop and advance in their profession must not be impaired by the task of the occupational safety and health representative. While carrying out duties in a position of trust, the employer and the occupational safety and health representative must review whether the maintenance of the occupational safety and health representative's professional skills in the previous or corresponding task require the same type of professional training as is provided to other employees.

After an occupational safety and health representative's term of office ends, they and the employer must jointly ascertain whether vocational training is required for maintaining the person's professional skills for their existing duties or corresponding duties. When determining the content of the training, attention is paid to the changes in working methods that have taken place during the occupational safety and health representative's term of office.

Correspondingly, the termination of the employment contract of the occupational safety and health representative is subject to the provisions of chapter 8, section 9 of the Act on Maritime Labour Agreements on the termination of a shop steward's employment contract. A deputy representative shall be treated in the same way as a representative with regard to their role and rights when the representative is prevented from performing their duties due to an annual leave or alternating system.

8 § Exemptions from work

Supervisors shall exempt the occupational safety and health representative and the chair and a member of the occupational safety and health committee from work when it is necessary for the proper performance of their duties. The person who has been exempted from work must perform their duties in such a way that it causes the least possible harm to their actual work.

However, if there is uncertainty concerning the use of the occupational safety and health representative's time, they are entitled to be exempted from their work for the performance of the occupational safety and health representative's duties at least as follows:

In the field of the collective labour agreement for domestic passenger vessel traffic: 5 hours in 4 consecutive weeks and when the number of crew exceeds 40, 8 hours in 4 consecutive weeks.

9 § Tasks outside working hours

The occupational safety and health representative and the chair and member of the occupational safety and health committee must, if possible, agree in advance with the employer or the employer's representative on the tasks to be performed outside working hours, unless the task is due to an order of the occupational safety and health authority.

10 § Compensation for loss of earnings and remuneration for tasks performed outside working hours

During the actual working hours, the time spent on the duties of the occupational safety and health representative and the member of the occupational safety and health committee shall be treated in the same way as actual working hours.

If a person referred to in subsection 1 carries out tasks agreed with the employer outside the shop steward's regular working hours, overtime compensation is paid for the time thus lost or the employee and the company agree on some other kind of additional compensation.

For an indispensable task related to occupational safety and health performed outside working hours and participation in a meeting of the occupational safety and health committee, a fee equal to the meeting fee in force in state committees shall be paid.

11 § Deputy representative

If the occupational safety representative is prevented from performing their duties, the first deputy representative shall act in their place. The occupational safety representative must report their obstacle primarily to their supervisor and, if necessary, to the occupational safety and health manager of the workplace.

12 § Line-up of the occupational safety and health committee

The number of members of the occupational safety and health committee is 4 when the number of the vessel's crew is less than 50 and 8 when the number of the vessel's crew is 50 or more.

One-fourth of the members of the occupational safety and health committee represent the employer, one-fourth the salaried employees and one-half the employees. However, if the group of salaried employees referred to in this agreement constitutes a majority in the workplace, one-half of the members shall represent those salaried employees and one-fourth shall represent the employees.

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

The salaried employees' representatives on the occupational safety and health committee are elected by the salaried employees working on board the vessels from among their number.

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

The chair and vice-chair of the occupational safety and health committee shall be the persons elected by the committee from among its number for these duties. If necessary, the committee elects a secretary who does not have to be a member of the committee.

If the ship's master or chief engineer officer does not act as the ship's occupational safety and health manager or as the employer's representative on the occupational health and safety committee, they have the right to participate in the committee's meetings, where they have the right to speak but not the right to vote. The vessel's master and chief engineer officer, as well as mates, engineer officers, radiotelegraphers, steward department supervisors, stewards and navigational officers are considered to be salaried employees.

13 § Meetings of the occupational safety and health committee

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

It is the task of the chair or, in their absence, of the vice-chair to invite the committee to a meeting. In addition, the committee shall be convened at the request of the occupational safety and health manager or occupational safety representative or if requested by one-fourth of the members of the occupational safety and health committee for the purpose stated.

14 § Elections of the bodies

The occupational safety and health representative and the members of the occupational safety committee shall be elected between 1 November and 31 December of the year preceding their term of office, unless otherwise provided by the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces or an order of the Ministry of Employment.

The election shall be held in such a manner as to enable all workers and salaried employees on board to participate. In addition, the election of the occupational safety and health representative must comply with what is specifically provided for in the law.

It is recommended that persons well versed in occupational safety and health issues at the workplace be elected as occupational safety and health representatives and as members of the occupational safety and health committee. A person who has been elected as an occupational safety and health representative may also be elected as a member of the occupational safety and health committee.

The occupational safety and health committee is responsible for the implementation of the elections, unless otherwise agreed on a vessel-by-vessel basis.

Protocol entry

The occupational safety and health manager is responsible for the implementation of the first elections on board the vessel and when shop stewards have been elected on the vessel, in cooperation with them.

15 § Facilities and office equipment

The employer shall arrange an appropriate place for the occupational health and safety representative for storing the equipment required for their tasks. If the size of the workplace requires separate facilities, the employer shall indicate an appropriate space in which the necessary discussions may be held in order to carry out their duties. The premises may be shared, for example, with a shop steward.

For carrying out the duties of the occupational safety and health representative, the employer shall provide the occupational safety and health representative and the occupational safety and health committee with the acts, decrees and other occupational safety regulations necessary for the performance of their duties.

The occupational safety and health representative has the right to use, free of charge, the ship's and the shipowner's ordinary office and communication equipment, such as mobile phones, computer equipment and related software, and Internet connection (e-mail), in the performance of their duties.

16 § Company-specific arrangements

The provisions of this agreement concerning the organisation may be derogated from by agreement between the unions, taking into account the compelling provisions of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, provided that due to the operation or traffic of the vessel or other similar reasons it is expedient to organise cooperation in another manner.

17 § Validity period of the agreement

The validity period of this agreement is the same as that of the master agreement.

SOCIAL RULES OF THE AGREEMENT FOR DOMESTIC PASSENGER VESSELS

Medical care and insurance

Occupational accidents, first aid equipment and cases of illness

1. Members of the crew shall be guaranteed, in the event of an accident at work, the same rights and benefits as they enjoy under the Act on Maritime Labour Agreements in the event of sickness. Each vessel shall be provided with a first-aid cabinet or box with appropriate medical and dressing supplies. If a crew member falls ill or is injured, the necessary medical assistance must be provided without delay, and if a trip has to be made as a result, the employer shall pay the travel expenses.

Medical certificates

2. The employer shall pay for the medical certificates required for ship service.

Sick leave

3. An employee who is prevented from carrying out their work duties due to an illness, injury or accident, shall be entitled to sick pay for a maximum of 30 days, and the master of the vessel for a maximum of 90 days.

An employee is not entitled to sick pay if they have caused their incapacity for work intentionally or through gross negligence. Upon request, the employee must provide the employer with a reliable statement of their incapacity for work.

However, there is no right to compensation corresponding to sick pay for the period during which the employee receives pay from another employer.

After having paid the employee the pay for the period of illness, the employee is entitled to the daily allowance according to the Health Insurance Act or the Accident Insurance Act, however, no more than the amount of the salary paid.

Medical care and its costs

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

The employer must ensure the appropriate treatment of the sick or injured employee, which includes the treatment prescribed by the doctor along with the related trips, medicines and fringe benefits for the sick time in accordance with the wage appendix. The employer is responsible for the treatment costs of an employee who has fallen ill during the employment relationship for a maximum of 112 days. The employer's liability is limited to the part that is not covered by public funds. Care provided on board does not diminish the employer's obligation laid down herein.

The employer is not liable to pay the employee's medical care costs if:

- 1) the employee has caused the illness intentionally or through gross negligence;

- 2) the employee becomes ill during a period of full-time family leave, annual leave or lay-off, and the illness or injury cannot be attributed to circumstances resulting from work;
- 3) another employer is liable for the reimbursement of medical costs.

Leisure time accident insurance

5. With regard to the leisure time accident insurance of the crew, what has been agreed between the central organisations shall be followed.

Group life insurance

6. The employer is obligated to take out group life insurance, the benefits of which are in accordance with the group life insurance agreement concluded between the main labour market organisations on 12 February 1976 and its subsequent amendments.

Caring for a sick child

7. In the event of a sudden illness of a child under 10 years of age, the mother, father or another person comparable to a guardian shall, in accordance with the sick pay provision of this collective labour agreement, be compensated for the short temporary absence necessary to arrange or care for the child. The payment of compensation is subject to the condition that both parents are gainfully employed and that the absence is reported in accordance with the provisions of the collective labour agreement concerning the payment of sick pay. The above also applies to single parents.

Similar compensation shall be paid on the same grounds to the child's father, mother or another person comparable to a guardian if they are prevented from participating in the care of the child due to illness, travel, work, study or living in another locality due to training etc. or other similar temporary obstacle, and other care cannot be arranged in accordance with this subsection. For the purposes of this subsection, studies shall be treated as gainful employment.

Parental leave and child care leave

8. As part of this collective labour agreement, the Act on Maritime Labour Agreements and the Seamen's Annual Holidays Act shall apply to parental leave and child care leave.

An employee has the right to receive special maternity, maternity, paternity or parental leave due to pregnancy and childbirth, or due to the care of a child, for the period during which they are entitled to special maternity, maternity, paternity or parental allowance under the Health Insurance Act, or, if they are not entitled to the benefit in question, during which they would be considered to be entitled if they would had such a right. In addition, due to the child's care, the employee has the right to receive child care leave until the child reaches the age of three and partial child care leave as provided for in chapter 5, sections 3 and 5 of the Act on Maritime Labour Agreements. However, care leave is subject to the condition that the other parent of the child does not simultaneously exercise the right to care leave.

An employee who has been continuously employed by the same company or under the same management for six months is entitled to a salary for the period of maternity leave referred to in subsection 1 in accordance with the provisions of chapter 2, section 10 of the Act on Maritime Labour Agreements concerning sick pay.

If, due to illness related to pregnancy or childbirth, the employee is prevented from working during periods other than maternity or parental leave, they shall be entitled to sick pay in accordance with chapter 2, section 10 of the Act on Maritime Labour Agreements.

If the incapacity for work and maternity leave due to an illness related to pregnancy or childbirth are continuous, the employee shall not, however, be entitled to pay for a period longer than that provided for in chapter 2, section 10, subsection 1 with regard to sick pay.

Employees are entitled to take parental leave in a maximum of two periods. The minimum period is 25 normal business days.

The employee must inform the employer of the use of parental leave, its start, duration and division, if possible, one month before the estimated time of birth, but no later than two months after the birth of the child. The start, duration and division of parental leave for the purpose of caring for an adopted child shall be notified no later than one month before the start of parental leave. Paternity leave must be notified to the employer at least one month before the expected date of birth.

The employee has the right, for justified reasons, to change the date of parental leave by notifying the employer at least one month before the change takes place or as soon as possible. The timing of the paternity leave may be changed for a justified reason without observing a special notice period.

Employees are entitled to one period of child care leave to take care of a child under the age of two years and one period of child care leave to take care of a child over the age of two but under the age of three years. The minimum duration of the period is two (2) months.

The employee must notify the employer of the use of child care leave, its start, duration and division in order to take care of a child under the age of two no later than one month before the end of parental leave, and of the use of child care leave after that in good time, but no later than one month before the child turns two years of age. The employee has the right, for justified reasons, to change the date of child care leave by notifying the employer at least one month before the change takes place or as soon as possible.

The employer may not terminate the employment contract of an employee due to pregnancy. If the employer terminates the employment contract of a pregnant employee, the termination shall be deemed to have taken place on the basis of the employee's pregnancy unless the employer proves otherwise. Employees must provide a report on their pregnancy on the employer's request. The employer may not terminate an employee's employment contract during special maternity, maternity, paternity and parental leave and child care leave agreed, nor, after becoming aware that the employee is pregnant or exercising the

aforementioned right, to expire at the beginning of or during the said leave. Any other agreement shall be null and void.

An employee who is absent from ship service due to childbirth, illness, disability or special maternity, maternity, paternity or parental leave or child care leave referred to in chapter 5, sections 1 and 3 of the Act on Maritime Labour Agreements, has the right to return primarily to the ship from which they left due to the abovementioned reason.

The employer must pay for the employee's free travel to their place of residence, unless the employee is entitled to free travel referred to in chapter 3, section 1 of the Act on Maritime Labour Agreements.

The employee has the right to free travel including upkeep in conjunction with a paternity or parental leave or child care leave referred to in chapter 5, sections 1 and 3 of the Act on Maritime Labour Agreements. The costs of these trips, as well as the costs of the trip of the employee departing from Finland to take the place of the employee on holiday, are paid for half by the state and half by the employer.

The days during which the employee has been prevented from performing work during the employment relationship are also deemed to be equivalent to days at work:

During special maternity, maternity, paternity or parental leave provided for in the Act on Maritime Labour Agreements (756/2011):

If the employee has been on child care leave referred to in chapter 5, section 3 of the Seamen's Annual Holidays Act, study leave referred to in the Study Leave Act, compulsory military service, or for some other such reason during the employment relationship, prevented from performing work during a period that, according to section 3 of the Seamen's Annual Holidays Act, is not considered equal to the period of employment when the annual leave is determined, a new period of six full holiday credit months shall commence, unless otherwise agreed, by way of derogation from subsection 1, when the employee returns to work.

Notwithstanding section 5 above, the employee can be granted annual holiday or part thereof in conjunction with a paternity or parental leave or child care leave referred to in chapter 5, sections 1 and 3 of the Act on Maritime Labour Agreements.

If the employee has accumulated annual holiday at the beginning of the holiday credit period referred to in section 4, subsection 2 of the Seamen's Annual Holidays Act when the employee returns to work, this leave may be granted in connection with the annual leave granted for the said holiday credit period.

However, an employee does not have the right to free travel referred to in subsection 1 if they have previously received a corresponding benefit during the same holiday credit period, nor for such a holiday credit period during which they have used the right to free travel provided for in chapter 3, section 1 of the Act on Maritime Labour Agreements, if the annual holiday or a part thereof has been granted in the manner provided for in section 6 in conjunction with a special maternity, maternity, paternity or parental leave or child care leave referred to in chapter 5, sections 1 and 3 of the Act on Maritime Labour Agreements.

Validity period of the agreement

The validity period of this agreement is the same as that of the master agreement.

COLLECTIVE LABOUR AGREEMENT FOR DOMESTIC PASSENGER VESSEL TRAFFIC TRAINING AGREEMENT

1 GENERAL INFORMATION

1.1 Purpose

The development of society, the changing economic structure, maintaining employment and increasing productivity, as well as the development of participation systems, require continuous and systematic training activities targeted at all personnel groups.

Training plays a central role in developing cooperation between the contracting parties and in maintaining and developing appropriate and confidential relations.

1.2 Training work group

For the purposes of training in accordance with this agreement, a training working group between the parties shall be established. The parties to the training working group shall appoint a mutually agreed number of persons for each contract period. The work group approves the courses as follows:

- recognition is subject to a jointly established need for training;
- the courses are approved for a calendar year at a time;
- where appropriate, courses may be accepted during the calendar year;
- before approval, the work group receives a report on the objectives, time, location and target group of the course.

The parties shall provide information about the approved courses immediately after the approval of the courses or at the latest as agreed by the training work group appointed by the parties.

2 TRADE UNION TRAINING

Retention of employment and notification periods

Shop stewards and occupational safety and health representatives or occupational safety and health ombudsmen shall be given the opportunity to participate in shop steward courses organised by the trade unions that are parties to the agreement, as well as occupational safety and health courses organised by the Centre for Occupational Safety or the unions without interruption of the employment relationship.

The shop steward and occupational safety and health representative may participate in:

- one or more courses with a total duration of the course of up to 1 week during a year
- one course with the same content during three years (the time is calculated from the end of the previous course with the same content).

Reporting obligation

The employee must notify their participation in the course as early as possible, at least two (2) weeks before the start of the course.

If the right to participate is denied, the employee must inform the employees' representative at least 10 days before the course starts of the reason why participation in the course would be very harmful for the shipowner.

Occupational safety and health training

The aim is to provide occupational safety and health training especially for occupational safety and health managers, occupational safety and health representatives and/or occupational safety and health ombudsmen.

Loss of earnings and compensation

The shop steward, occupational safety and health manager, occupational safety and health representative and/or occupational safety and health ombudsman may participate in courses approved by the training work group without loss of earnings.

The shop steward's and occupational safety and health representative's loss of earnings shall be compensated for a maximum of 1 week, provided that the course is related to the participant's cooperation task with the shipowner.

The loss of earnings is compensated based on the the employee's base pay increased by the seniority increment. If the employee's pay has been agreed to include other fixed increments, they shall be included in the loss of earnings. Evening and night increments and other possible hourly increments shall not be compensated.

The meal allowance agreed in the collective labour agreement shall be paid for each day of the course.

Participation in training pursuant to this section does not reduce the annual holiday, pension or similar benefits.

3 JOINT TRAINING

As a rule, joint training is provided on a workplace-specific basis.

Participation in the training is agreed with the employer and the employee or shop steward or in another locally agreed manner.

4 VOCATIONAL FURTHER TRAINING, SUPPLEMENTARY TRAINING AND RETRAINING

If the employer provides vocational training to the employee or if the employer sends the employee to vocational training, the employer shall reimburse the direct costs of the training and, if the training takes place during regular working hours, the loss of earnings.

If the training takes place during working hours, the loss of earnings for regular working hours is compensated based on the employee's basic pay increased by the seniority increment and other fixed increments. Evening and night increments and other possible hourly increments shall not be compensated.

When the training takes place outside working hours, the employee is compensated for the direct costs of the training.

Travel costs will be reimbursed according to the cheapest means of transport or by agreement.

Before enrolling in the training, it will be determined whether the training in question is in accordance with this section.

5 VALIDITY

The validity period of this agreement is the same as that of the master agreement.

OPERATING MODEL FOR RE-EMPLOYMENT AND CHANGE SECURITY

The purpose of the new model to be applied by the employer, employees and employment authority is to achieve more efficient cooperation and the re-employment of employees as quickly as possible.

Cooperation and dismissal procedure

When a cooperation procedure affecting at least 10 employees commences, the employer presents an action plan. The content of the plan is negotiated with an employee representative. The plan explains the procedures and forms of negotiation, the planned schedule and principles during the notice period regarding job search, training and the use of services provided by the employment administration. The plan takes into account the existing norms concerning the actions relevant to workforce reduction procedures. If the cooperation procedure affects fewer than 10 employees, the planned principles during the notice period regarding job search, training and the use of services provided by the employment administration are presented through the cooperation procedure.

Negotiations on the content of the action plan are not prevented by the restriction according to which, in case of termination affecting a large number of employees, discussions on the alternatives to the termination of employment may not start earlier than seven days from the time the grounds and effects were discussed.

The required changes to the personnel plan are also discussed in connection with the cooperation procedure concerning the planned.

The employer and employment authority cooperate to review the required public employment services without delay when the cooperation procedure or the dismissal procedure for small companies commences. The aim is that the quality and implementation schedule of the provided services as well as the cooperation concerning the implementation are agreed with the employment authority. The employee representatives participate in the cooperation.

Re-employment programme and its implementation during the notice period

The employer has a notification obligation regarding the right to a re-employment programme and higher training subsidy.

The employer notifies the employment authority of dismissal carried out based on financial or production-related grounds if the employee whose employment is terminated has an employment history of at least three years. The notification obligation also applies to termination of a fixed-term employment relationship that consists of one or more fixed-term employment contracts with the same employer that lasted uninterrupted or with short interruptions for a total of three years. The employer is responsible for providing, with the employee's consent, the employment authority with information on the education, work experience and work duties immediately upon the termination of employment. When separately agreed, the employer also otherwise participates in the preparing of the re-employment programme.

The employee is provided with the possibility to participate in the preparation of the re-employment programme. The re-employment programme may be supplemented later if necessary.

Unless otherwise agreed after employment was terminated, the employee has the right to time off without any loss of earnings in order for the employee to participate, during the notice period, to the preparation of the re-employment programme, job search initiated by the employee or authorities, job interviews, redeployment coaching, workplace learning or training and labour market training related to the employee's employment programme. Depending on the duration of employment, the duration of time off is as follows:

1. no more than five (5) days if the notice period for the employee is no more than one (1) month;
2. no more than ten (10) days if the notice period for the employee is more than one (1) month but no more than four (4) months;
3. no more than twenty (20) days if the notice period for the employee is more than four (4) months.

An additional precondition is that the time off causes no major inconvenience to the employer.

The employee must notify the employer of the time off without delay and present a reliable clarification on the grounds for the time off upon request.

palta



Palvelualojen työnantajat PALTA ry

Eteläranta 10 6. krs
PL 62, 00131 Helsinki
Vaihde 020 595 5000
www.palta.fi

Suomen Merimies-Unioni SMU ry

John Stenbergin ranta 6
00530 HELSINKI
www.smu.fi



Suomen Matkustajalaivayhdistys

PL 140
00601 HELSINKI
www.kesatieonvesitie.fi



Suomen Konepäällystöliitto ry

Mikonkatu 8 A
00100 HELSINKI
www.konepaallystoliitto.fi



Suomen Laivanpäällystöliitto-
Finlands Skeppsbefälsförbund r.y

Suomen Laivanpäällystöliitto ry

Hietalahdenranta 15 A 3
00180 HELSINKI
www.seacommand.fi