



# **COLLECTIVE AGREEMENT FOR THE PRIVATE SOCIAL SERVICES SECTOR**

**1 February 2017–31 January 2018**



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SERVICES SECTOR 1 February 2017–31 January 2018**

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# **COLLECTIVE AGREEMENT FOR THE PRIVATE SOCIAL SERVICES SECTOR**

made between the Association of Social Service Employers, TSN (Terveys- ja Sosiaalialan Neuvottelujärjestö), the Trade Union for the Public and Welfare Sectors JHL, the Union of Professional Social Workers Talentia and the negotiation organisation for the Federation of Public and Private Sector Employees (JYTY), the Federation of Salaried Employees PARDIA and Suomen Terveystenhoitajaliitto (STHL).

## **Section 1 Scope of the agreement**

This agreement is applicable to employees working for the social sector service units of the member companies of the Association of Social Service Employers. This agreement does not, however, apply to:

A company's management, the heads of independent departments and people in equivalent supervisory positions who represent the employer in the determination of the terms of the employment relationship of employees covered by the scope of this collective agreement.

This refers to members of the company's management, heads of independent departments and other people in equivalent supervisory positions whose principal duties include acting as the employer's representative.

## **Section 2 Management and division of work as well as right of association**

1. The employer has the right to manage and divide work as well as to hire and dismiss employees.
2. The right of association is mutually inviolable.

## **Section 3 Start of employment relationship**

1. A trial period that is at maximum four months long may be agreed on at the beginning of an employment relationship; during the time of the trial period, the employment contract may be terminated without a period of notice by

either party. In a fixed-term employment relationship of less than 8 months the trial period may be at most half of the duration of the employment relationship.

2. Employment contracts are made in writing. However, a fixed-term employment relationship that lasts for no more than a week may also be agreed on orally, provided that the employee is notified of the duration of the employment relationship and the regular working hours in writing.
3. Fixed-term employment relationships are allowed for a justified reason as referred to in the Employment Contracts Act.

## Section 4 End of employment relationship

1. When the employer terminates an employment contract valid until further notice, the following periods of notice shall apply, depending on the duration of the employment relationship:

0–1 year(s)	14 days
more than 1–4 year(s)	1 month
more than 4–8 years	2 months
more than 8–12 years	4 months
more than 12 years	6 months

When an employee terminates an employment contract valid until further notice, the period of notice is 14 days when the employment relationship has lasted for a maximum of five years and a month when it has lasted more than five years.

The period of notice begins to run on the day following the termination.

Example: An employment relationship subject to a 14-day period of notice is terminated on 13 January.

The employment relationship's final date of validity is 27 January.

Counted in months, the employment relationship ends on the same day (in terms of the number of days in a month) as on which the relationship was terminated. If there is no such day, the employment relationship ends at the end of the month.

Example: An employment relationship subject to 2-month period of notice is terminated on 13 January.

The employment relationship's final date of validity is 13 March.

Example: An employment relationship subject to 1-month period of notice is terminated on 31 August.

The employment relationship's final date of validity is 30 September.

2. A fixed-term employment relationship ends without a period of notice at the end of the agreed period of work.

## **Section 5 Wages**

1. The signatory organisations agree on the bases for wages, salaries and their payment in a separate protocol on wages.
2. Unless otherwise agreed with the employer, salaries are paid to the financial institution indicated by the employee, where they must be available for withdrawal by the employee on the due date. When the salary falls due on a date when financial institutions are closed, the closest preceding date is considered the due date.

## **Section 6 Working hours**

Working hours comply with the provisions of the Working Hours Act, subject to the following:

### **Length of regular working hours**

#### **General working hours**

1. An employee's regular working hours in work other than office or period-based work are, at maximum, 8 hours a day and *38 hours 50 minutes* a week.

1.b. Working hours can also be arranged in such a way that they are, at maximum, 8 hours a day and 40 hours a week. This requires the employee's annual working hours to be reduced by *5 hours* for each such month of working for which the employee is paid a full salary for the work in question for every day of the month or which includes a maximum of three unpaid days.

The time off is granted during the following six months subsequent to the accumulation period or even later, if agreed, and it will be notified of two weeks in advance.

## **Office working hours**

2. An employee's regular working hours in office work are, at maximum, 7 hours 40 minutes a day and *38 hours* a week.

2.b. At workplaces which have applied *shorter office working hours than the previous 37.5 hours a week*, the working hours will be extended by *30 minutes a week*. Summer working hours shorter than normal working hours, however, will be abandoned as of 1 June 1994. Local agreements can be made on summer working hours or on extending office working hours to a maximum of *38 hours*.

## **Extending workdays by an hour**

3. Daily maximum working hours may be, in work pursuant to subsections 1 and 2 and subject to prior agreement, temporarily extended by an hour. This requires the working hours to be adjusted to the applicable maximum weekly working hours during the reference period.

## **Period-based working hours**

4. An employee's regular working hours in period-based work as referred to in section 7 of the Working Hours Act – such as in round-the-clock residential and care units – are, at maximum, 10 hours a day and, in night shifts, 12 hours a day, and *38 hours 50 minutes* a week.

In emergency duty-like period-based work, in which the employee usually has a chance for rest during the shift, the maximum length of the shift may be longer, as long as the daily rest periods pursuant to section 29 of the Working Hours Act are met.

## **Minimum working hours**

5. Inappropriately short shifts are to be avoided. Shifts less than four hours long are not to be used at a workplace unless an employee's needs or some other justified reason attributable to work – such as the short duration of the work or the need for workforce – so requires.

## **Use of work shift schedules**

6. Regular weekly working hours can also be organised in such a way that they are on average the aforementioned. This requires a work shift schedule to have been prepared in advance for the work concerning the period of time

during which the weekly regular working hours adjust to the average in question. The length of the reference period is 3–6 weeks.

Application instructions:

The parties recommend that the work shift schedules be prepared for either 3 or 6 weeks.

In other than period-based work the working hours may not, during any week of the reference period, rise above 48 hours. When applying a six-week reference period in period-based work, the working hours may not exceed 126 hours during the first or second three-week period.

7. A work shift schedule of the work shifts is prepared in advance for the reference period. This work shift schedule must be made available to the employees well in advance and no later than a week before the relevant schedule becomes applicable. Work shift schedules may be changed only by agreement or due to unforeseen changes in the conditions in which the employer is having work done. The employer should also seek to agree on the changes in the latter situation and inform the employee of such changes as soon as possible.
8. The maximum number of consecutive night shifts for employees working only nights is seven.

## **Rest periods**

9. The regular working hours of a 24-hour period are to be organised in such a way that, unless there is a justified reason for some other procedure, the working hours are uninterrupted apart from a 30-minute meal break. Hour-long meal breaks can be agreed upon locally. If an office worker can leave the workplace during the meal break, the meal break is not counted as working hours.

If the employee does not have the opportunity to leave the workplace, they are entitled to a meal break of at least 20 minutes during working hours.

Meal breaks are to be organised for at least workdays that last for more than 5 hours.

10. Working weeks are organised so that they consist, on average, of a maximum of five days. The week's second day off should, insofar as possible, coincide with the weekly rest day and be primarily a Saturday, unless otherwise required by the work arrangements.

11. Employees are given an at least 35-hour period of uninterrupted weekly rest during each calendar week. The weekly rest can also be organised temporarily, subject to an agreement between the employer and the employee, in such a way that it is adjusted to an average of 35 hours during a period of two weeks, but even in such cases, each week must include an at least 30-hour period of weekly rest.

## **Derogations from the working hours regulations**

12. The working hours regulations in this collective agreement are not applicable to work at home, which does not fall under the scope of the Working Hours Act.
13. When work is carried out during patient trips, camp or course travel or under equivalent circumstances, the employer and the employee may agree on the determination of the working hours and the compensation for them in derogation of the regulations specified in this collective agreement. In such cases, the parties should, insofar as possible, prepare a working hours plan prior to the travel, indicating the hours to be considered as working hours and any possible stand-by time. Daily allowances are paid in accordance with the collective agreement.

## **Section 6 a Local agreements on working hours**

*Local agreements on working hours require what is referred to as a two-stage agreement (subsections 1 and 2)*

### *1. Local company- or unit-specific agreement on working hours*

*The employer and shop steward or, in the absence of a shop steward, the employees together or some other representative elected by the employees, may agree on the application of flexible working hours pursuant to subsection 3 A–D in a specific company or work unit.*

### *2. Local individual agreements on working hours*

*The application of flexible working hours agreed upon with regard to a company or a work unit requires the employer and individual employees to agree on the use of the flexible working hours.*

### 3. Flexible working hours

A) The working hours can be adjusted over a period of several work shift schedules. Each work shift schedule must be prepared and made available a week before the schedule in question becomes applicable.

*The length of the reference period can usually be agreed to comprise a maximum of 6 three-week periods (18 weeks).*

For special reasons, the length of the reference period can be agreed to comprise a maximum of 17 three-week periods (51 weeks). *Such special reasons can include varying amounts of work during different seasons or other functional reasons, the realisation of which requires, pursuant to the shared view of the parties, a longer-than-usual reference period. Such special reasons must be mentioned in the working hours agreement.*

B) The daily maximum working hours with regard to general and office work can be extended to 12 hours as long as the working hours are adjusted to the maximum working hours pursuant to the collective agreement during the reference period.

*C) The maximum length of a shift in period-based work can be extended to 15 hours as long as the working hours are adjusted to the maximum working hours pursuant to the collective agreement during the reference period.*

D) When using a 6-week work shift schedule in period-based work, the maximum limitation of 126 hours can be derogated from during a three-week period as long as the working hours are adjusted to the maximum working hours pursuant to the collective agreement during the reference period.

In other respects, the collective agreement's regulations pertaining to working hours and the compensation for them shall apply.

### 4. Working hours plan

*Longer reference periods* require the preparation of a working hours plan, which is to include the key principles applicable to the arrangement of working hours. This allows for agreeing on, for instance, the arrangement of shifts according to the work situation, regularly occurring days off, the periods subject to longer-than-usual working hours and the time of any possible longer period of days off.

### 5. Procedures

*Company- or unit-specific and individual agreements on working hours as well as the related working hours plans must be made in writing.*

*The use of the arrangement may be agreed to be valid until further notice or for a maximum fixed period of one year at a time. An agreement valid until further notice can be terminated upon agreement or with a three-month period of notice. However, the reference period underway at the moment of termination will continue until the end of the agreed reference period.*

*A company- or unit-specific agreement on working hours must be sent to the signatory organisations whose members the agreement concerns.*

#### *6. Independent agreements on working hours*

Should the employer and the employees' representative find the flexible working hours agreed upon with regard to a particular employee pursuant to subsection 3 to have no effect on the arrangement of other employees' working hours or terms of employment, the employee in question may agree on the flexibilities independently, without an agreement concerning the company or the unit.

The parties to the collective agreement are mindful of the fact that the guide on healthy and productive working hours (“Terveet ja tulokselliset työajat”) agreed upon by the unions includes the following diagram outlining local agreements on working hours.

## Two-stage model for local agreements on working hours

### Stage 1

The employer or a representative named by the employer

#### LOCAL COMPANY- OR UNIT-SPECIFIC AGREEMENT

The shop steward or, in the absence of a shop steward, the employees together or a representative elected by the employees

In writing  
Parties to the agreement  
The flexible working hours possibilities of an individual agreement  
The employer/unit/tasks concerned  
Validity  
Signatures and date

### Stage 2

The employer or a representative named by the employer

#### INDIVIDUAL AGREEMENT ON WORKING HOURS AND WORKING HOURS PLAN

Employee

In writing  
Validity  
– as of when  
– until further notice or for a fixed period of time  
– the selected flexibilities  
The key principles on the arrangement of working hours in the working hours plan  
– according to the work situation, for example  
– more specifically, for example, weekly variation periods, periods of shorter and longer working hours, regularly occurring periods of days off, possible long periods of days off, the maximum working hours of a period (3–6 weeks)  
Signatures and date

## Section 6 b Banking scheme

*The parties to the collective agreement for the private social services sector have agreed on the following banking scheme (working-time account) to complement the sector's collective agreement:*

### *Banking scheme as a concept*

*A working-time account refers to a voluntary scheme in which additional work and overtime, hour-specific supplementary compensation, or stand-by compensation converted into days off can be saved by agreement.*

*The working-time account does not change valid working hours and adjustment schemes (such as locally agreed reference periods for working hours or flexitime systems). The working-time account is meant to be used in addition to them in an attempt to reconcile working hours and free time.*

### *Agreeing on banking schemes*

*The adoption and more detailed content of the working-time account is agreed on between the employer and employee. These agreements cover, for instance, the periods of time during which the working-time account accumulates and the maximum amounts of savings. The agreements are based on voluntariness.*

### *The termination of a banking scheme*

*A working-time account is valid either until further notice or for fixed period of time. The starting point is the accumulation of days off and the taking of such days off according to the original plan. For a justified reason, however, a valid working-time account can be mutually terminated, subject to a four-month period of notice, or a fixed-term working-time account can be terminated, after it has been valid for a year, subject to a four-month period of notice. If the saved-up free time has not been taken by the time the working-time account terminates, it will be paid in cash. The same applies to the end of working hours.*

### *The factors of a working-time account*

*The factors of a working-time account can include:*

- *additional work or overtime and the increased component of overtime;*
- *Saturday, Sunday, evening and night work compensation;*
- *stand-by time compensation.*

*The days off are saved up as hours and minutes in the working-time account and are granted as workdays (5 per week) in such a way that the length of a day off is equal to the employee's average weekly working hours divided by 5.*

#### *Determination of earnings to be paid for days off*

*When taking days off based on the working-time account, the salary paid for the relevant period is determined according to the fixed salary valid at the time of the days off.*

#### *Taking days off*

*The starting point in banking schemes is the optimum reconciliation of working hours and free time with regard to the functional needs of the working community and an employee's individual needs.*

*The employer and the employee agree on the period of time during which the days off based on the working-time account are taken either when agreeing on or during the validity of the banking scheme.*

#### *The banking scheme's effect on other terms of the employment relationship*

*Banking scheme-based days off do not change the terms applicable to the employment relationship. Banking scheme-based days off are deemed equivalent to time spent at work when calculating the right to annual holidays as well as when determining the right to additional work and overtime compensation.*

#### *An employee's illness in the context of banking scheme-based days off*

*If an employee falls ill prior to the commencement of an agreed period of banking scheme-based days off or during them, any days in excess of a single day will not be considered banking scheme-based days off.*

*The days off not used are postponed to be granted at a time to be agreed on subsequently. If the absence due to the sickness ends prior to the end of the agreed days off, the days off will continue as agreed. The employee must inform the employer of the illness as soon as it begins. The relevant certificate is delivered to the employer in accordance with the workplace practice.*

#### *Disputes*

*The resolution of possible disputes is subject to the dispute resolution procedure pursuant to the collective agreement.*

## **Section 7 Public holidays**

1. Good Friday, Easter Monday, Midsummer's Eve, and any New Year's Day, Epiphany, May Day, Ascension Day, Independence Day, Christmas Eve, Christmas Day and Boxing Day which does not fall on a Saturday or Sunday, is an extra public holiday if it can be given as a day off, accounting for the nature of the relevant task. Should the aforementioned days not be days off, the employee is given an equivalent whole day off during the same week or the reference period, unless the employer and employee agree otherwise.

Each of the aforementioned days reduces the regular working hours of the week or reference period by an amount equivalent to the average daily hours (weekly working hours divided by 5).

The public holiday reduction is granted to employees who are paid a monthly or hourly salary and whose employment relationship lasts for a minimum of two weeks. An employee paid by the hour is paid the normal hourly salary equivalent to the public holiday reduction as compensation for the public holiday reduction.

## **Section 8 Additional work**

1. Additional work means work carried out by a part-time employee in addition to the agreed working hours up to the maximum working hours pursuant to the collective agreement. Public holidays reduce the threshold for additional work in part-time employment in accordance with section 7. Additional work is subject to the payment of a simple hourly salary for each worked hour.
2. Having additional work done requires the employee's consent.

## **Section 9 Overtime**

1. The employer may have overtime done at the consent of the employee within the framework of the law.

## **Overtime in general work and office work**

2. Daily overtime is work carried out within general working hours for more than 8 hours a day and, within office work, for more than 7 hours 40 minutes a day or, on average, for more than the aforementioned hours in a day. It is subject to the payment of the regular wage plus 50% for the first two hours and the

regular wage plus 100% for any following hours.

3. Work carried out within general working hours for more than *38 hours 50 minutes a week and, within office work, for more than 38 hours a week*, and which is not daily overtime, is weekly overtime. It is subject to the payment of the regular wage plus 50% for the first eight hours and the regular wage plus 100% for any following hours.

When using a work shift schedule, work carried out in excess of the aforementioned average weekly maximum working hours indicated in the work shift schedule, and which is not daily overtime, is weekly overtime. It is subject to the payment of the regular wage plus 50% for the first eight hours of each three-week period and the regular wage plus 100% for the following hours.

### **Overtime in period-based work**

4. Overtime is work carried out in excess of the average weekly maximum working hours pursuant to the collective agreement, indicated in the work shift schedule. It is subject to the payment of the regular wage plus 50% for the first eighteen hours of each three-week period and the regular wage plus 100% for the following hours.

Example: The plan concerning an employee's 6-week work shift schedule included *123 working hours* for the first 3-week period and *110 hours* for the second 3-week period, totalling *233 hours*. However, 140 hours of work was carried out during the first 3 weeks and 115 hours during the second 3-week period, totalling 255 hours. In terms of the first three weeks, the amount of overtime comes to *17 hours*, subject to the regular wage plus 50%, and, in terms of the second 3-week period, 5 hours, subject to the regular wage plus 50%, adding up to a total of *22 hours* of overtime.

### **Working hours and overtime during public holiday weeks and interrupted reference periods**

5. Public holidays reduce the overtime threshold of a reference period in accordance with section 7, unless the public holiday in question is a day of absence that reduces working hours pursuant to section 6.

### **Foreseen absences**

6. Absence days coinciding with workdays known prior to the confirmation of a work shift schedule reduce the overtime threshold of a reference period with

an amount equal to average daily working hours (weekly working hours/number of weekly workdays).

	Average daily working hours when the average amount of work is 5 days a week
38 hour 50 minute weekly working hours	7 hours 46 minutes
38 hour weekly working hours	7 hours 36 minutes
36 hour 45 minute weekly working hours	7 hours 21 minutes, etc.

Application instructions: If the placement of shifts with regard to different weekdays is not known prior to the confirmation of the work shift schedule, the shifts are assumed to occur between Monday and Friday, in which case known days of absence between Monday and Friday reduce the threshold for overtime.

7. The overtime threshold pursuant to section 6 is, at the same time, the amount of the regular working hours planned for the work shift schedule.

### **Unforeseen absences**

8. Absences that become known after the confirmation of the work shift schedule reduce the threshold for overtime in accordance with the working hours left undone due to the absence entered in the work shift schedule.

## **Section 10 Partitioning of salary**

A monthly salary is partitioned when an employment relationship begins or ends in the middle of a pay period and in connection with unpaid absences. Regarding an employee with a monthly salary, the salary for a partial month is calculated as follows:

### **Foreseen absences**

1. In connection with unpaid absences known of prior to the confirmation of the work shift schedule, the salary for a partial month is calculated according to the worked days in relation to the month's normal workdays. Public holidays are comparable to workdays.

Application instructions: If the placement of shifts with regard to different weekdays is not known prior to the confirmation of the work shift schedule, the shifts are assumed to occur between Monday and Friday, in which case the salary for a partial month is calculated according to the days between Monday and Friday, of the period at work, in relation to all

days of the month between Monday and Friday.

Example: A month would normally comprise 21 workdays. The employee requests unpaid leave for the period of a week, which normally includes 5 workdays. The salary for the partial month is 16/21ths of the full monthly salary. The end result would be the same even if some of the normal workdays would be public holidays, because public holidays are equated with workdays.

### **Unforeseen absences**

2. Absences that become known after the confirmation of the work shift schedule reduce the salary by an amount equal to the working hours left undone.

### **Previous calculation rule**

3. If period-based work has previously been subject to a partial monthly salary based on calendar days and the calculation rule of the overtime threshold, the practice's continuation can be agreed on locally.

## **Section 11 The calculation of hour-specific compensation and their exchange for days off**

1. When calculating compensation for additional work or overtime, or other hour-specific compensation (evening, night and Sunday work, stand-by and emergency work), the employee's basic hourly salary for work *with weekly working hours of 38 hours and 50 minutes* is arrived at by dividing the monthly salary by 163; in office work with *weekly working hours of 38 hours* by 160; and in office work with *weekly working hours of 36 hours and 45 minutes* by the figure 153.

*In part-time work, the divisor is the relation of the weekly working hours to the divisor of the full weekly working hours of the form of working hours in question.*

*Example: A part-time employee's agreed working hours in general or period-based work amount to 20 hours a week. The divisor of the employee's monthly salary is  $20/38.833 \times 163 = 83.95$ .*

The employee's basic hourly salary is arrived at by dividing the employee's actual regular monthly salary by the aforementioned divisors. It includes the official salary, with its service increments and possible personal and task-specific increments, to be paid in equal amounts every month. It does not include hour-specific increments (evening, night, Saturday and Sunday increments), nor the fees of a shop steward or industrial safety delegate.

2. The salary paid for additional work or overtime or some other hour-specific compensation can be, at the consent of the employer and employee, exchanged for days off plus the equivalent percentages during regular working hours.
3. Hour-specific compensation is calculated from the unincreased basic hourly salary, and the employee may be entitled to a salary increased on the basis of more than one justification at the same time.

Example: Evening work carried out on a Sunday: Increase 115% (100% + 15%).

4. Hour-specific compensation paid as money is paid no later than in connection with the employer's normal payday which closest follows the work shift schedule during which the increments were accumulated, provided there is enough time for the realisation of the salary payment between the end of the work shift schedule and the payment of the salary.

## **Section 12 Sunday work**

Sunday work – which means work performed on a Sunday, New Year's Day, Epiphany, Good Friday, Holy Saturday, Easter Monday, May Day, Ascension Day, Midsummer's Eve, Midsummer's Day, All Saints' Day, Independence Day, Christmas Eve, Christmas Day and Boxing Day – is subject to the payment of the basic salary plus 100% for Sunday work per worked hour.

The Sunday work increase is also paid for the hours worked between 8:00 p.m. and 12 (midnight) on the previous day, with the exception of the days preceding Midsummer's Eve and Christmas Eve.

## **Section 13 Saturday work**

Saturday work is subject to the payment of the basic salary plus 25% for Saturday work per an hour worked between 6:00 a.m. and 8:00 p.m. The Saturday work increase is not paid for time which entitles the employee to the Sunday work increase.

## **Section 14 Evening and night work**

1. Work performed between 6:00 p.m. and 9:00 p.m. is subject to the payment of the basic hourly salary plus 15% for evening work.

2. Work performed between 9:00 p.m. and 6:00 a.m. is subject to the payment of the regular wage plus 30% and, in period-based work, the basic hourly salary plus 40%.

## **Section 15 Stand-by and emergency compensation**

1. If an employee's contract obligates them to be in emergency readiness while at home, the employee is paid 50% of their basic hourly salary for the stand-by time.
2. For a stand-by carried out from someplace other than the employee's residence, an hourly compensation in money is paid, equal to 15–35% of the employee's basic hourly salary, depending on the stand-by and the related liability.
3. Stand-by time is not counted in working hours. The parties may agree to exchange the stand-by compensation for days off, subject to equivalent compensation percentages.
4. An emergency compensation is paid if the employee, after having already left the workplace, is called to work during their free time and if they must arrive at work no later than within six hours of the emergency call. The night hours remaining between the emergency call and arriving at work (9 p.m.–6 a.m.) are, nevertheless, not accounted for when calculating the six-hour limit.

Emergency calls that occur during stand-by time are not subject to the payment of an emergency compensation.

Example: An employee receives a call at 8 in the evening at home, and is requested to arrive at work the next morning at 10. Besides the night hours between 9 p.m. and 6 a.m., the time remaining between the emergency call and the employee's arrival at work is 5 hours, due to which the emergency money is paid.

The usual amount of the emergency compensation is €16. However, if the employee must leave for work immediately after the emergency call, the amount of the compensation is €23. If the call to work means that the employee's shift entered in the work shift schedule begins at most an hour earlier, the amount of the emergency compensation is €8.

The obligation to pay an emergency compensation is not applicable to offering additional work to employees called to work when necessary.

## **Section 16 Language increment**

1. If the employer expects the employee to be fluent in a language other than Finnish or Swedish or to master sign language, the employer pays a language increment in the amount of €21–42 per month depending on the language skill and the need to use the language, or takes the required language skills otherwise into account in the salary, on a level at least equal to the aforementioned. The language increment should not be paid if the work, due to its nature, requires fluency in a foreign language.

The employee retains their right to a language increment possibly higher than this while the previous grounds for granting the increment are still in force.

2. Language increments are granted on application. As verification of the language skills, the employee must present a certificate no more than two years old granted by a university, other institute of higher education or a secondary school teacher of the language in question or by a foreign educational institute. The payment of the increment ends when the grounds for granting it come to an end.

## **Section 17 Travel expenses and daily allowances**

The currently valid travel policy of the state applies to daily allowances and the compensation paid for travel expenses.

Work carried out at several locations is, furthermore, subject to the principles of the protocol appended to this collective agreement (p. 63).

If the workplace has complied with the currently valid tax administration's decision on the grounds for and amounts of tax-exempt compensation for travel expenses, the practice may either be continued or the workplace may, per local agreement, adopt this practice if it has previously complied with the state's travel policy.

## **Section 18 Annual holiday**

1. Annual holiday benefits are determined in accordance with the provisions of the Annual Holidays Act and the following regulations.
2. Employees earn the following amount of annual holidays for each full holiday credit month:

- a) two weekdays;
- b) two and a half weekdays, if the employment relationship with the current employer has continued without interruption for at least a year by the end of March.

Example: The employment relationship of an employee with less than 15 years of experience in the field began on 1 January 2017. For the holiday credit year 1 April 2016–31 March 2017, the employee earns 2 weekdays per a full holiday credit month. As of 1 April 2017, the employee earns holiday at the rate of 2.5 weekdays per month, as long as the employment relationship has lasted for at least a year.

- c) three weekdays if the employee, by the end of March, has at least 15 years of service time entitling them to a service increment.

Example: The employee's work experience entitling them to the 15-year service increment will be fulfilled on 1 September 2017. The employee will begin earning holidays at the rate of 3 weekdays per month as of 1 April 2017.

- d) The employee is given three extra annual holidays a year if they have, by the end of March, at least 3 years of service time entitling them to the service increment in a directly continued employment relationship with the current employer (in accordance with Chapter 1, section 5 of the Employment Contracts Act, several consecutive fixed-term employment relationships with only short interruptions in between are regarded as a continuous employment relationship) or, in total, as at least 10 years of service time entitling the employee to a service increment.
- e) An employee who has been in the employment of the current employer on 31 October 1993 and who had a total of at least 15 years of service time entitling them to a service increment on 31 March 1994, retains their right to six extra annual holidays. The extension of holidays can be agreed upon locally.
- f) The prerequisite for the extension of a holiday pursuant to subsections d and a is that the employee has earned annual holidays for at least six months during the holiday credit year.

Example: The employment relationship of an employee with more than 15 years of work experience entitling them to service increment began on 1 January 2017. The employee will immediately begin earning holidays at the rate of 3 weekdays per holiday credit month. For the holiday credit year ending on 31 March 2017, the employee does not yet receive three extra holidays because, for the year in question, they have earned

holidays for less than six months.

3. The service time entitling an employee to the annual holiday is deemed to include all service time entitling the employee to service increments pursuant to section 3 of the pay agreement.
4. Any share of a holiday in excess of five weeks is granted during the summer holiday or winter holiday season determined by the employer. Statutory annual holidays are given according to the Annual Holidays Act.

The summer holiday season in the Region of Lapland is 1 June–30 September.

5. Carried-over holidays: The employer and employee may agree on a carried-over holiday scheme pursuant to section 27 of the Annual Holidays Act and section 23 of the Working Hours Act. A share 18 days in excess of the annual holiday may be carried over to be taken later. Days off given as compensation for additional work and overtime can be linked, in part or in full, to a carried-over holiday by agreement.
6. Holiday pay: An employee with a monthly salary whose working hours include Sunday, evening, night or Saturday work performed during regular working hours is entitled to an addition equivalent to the aforementioned hour-specific increments to their holiday pay and holiday compensation.

The hour-specific increments are accounted for in such a way that the holiday pay calculated on the basis of the monthly salary is raised by the percentage which indicates how many percentages the hour-specific increments paid during the holiday credit year make up of the actual regular wages paid for the same period of time.

If the employment relationship has not yet been valid during the previous holiday credit year, the increased share of the hour-specific increments is calculated from the entire length of the employment relationship or from a period of time which indicates the average share of the increments.

The holiday pay and holiday compensation of an employee with a monthly salary is calculated, as per the practice of the previous Annual Holidays Act, by using the figure 25 as the divisor and the number of holidays as the multiplier, unless there is a local agreement on the use of a partial-month salary calculation practice. When using the divisor 25, the fixed holiday pay is adjusted to the employee's actual monthly salary in connection with the next salary payment in accordance with the previous Annual Holidays Act, whenever the combined shares of holiday pay and monthly salary do not correspond to the actual monthly salary.

The calculation of holiday pay is subject to the calculation provisions of the Annual Holidays Act. If the employee's holiday pay or holiday compensation is determined on the basis of a percentage and the employee earns more than the statutory number of holidays (2 or 2.5 weekdays per month) pursuant to section 18(2 c–e) of the collective agreement, the statutory 9% or 11.5% holiday pay or holiday compensation is raised by 0.38% for each holiday above the statutory level.

7. Agreeing on the payment date of the holiday pay: It can be agreed locally that the holiday pay for a holiday period of more than six days can be paid on the payday normally complied with in the employment relationship. (Without a local agreement, the principle applicable to holidays longer than six days pursuant to the Annual Holidays Act is that the holiday pay is paid prior to the start of the holiday and, in holidays shorter than this, on the actual payday).

## **Section 19 Holiday bonus**

1. Employees are paid 50% of their annual holiday pay, including their hour-specific increments pursuant to section 18(6) of this collective agreement, as a holiday bonus. The holiday bonus is nevertheless not paid for the extra holidays pursuant to section 18(2 e–d).

The holiday bonus is calculated on the basis of the regular monthly salary in July and paid in connection with August's payday, unless minor changes are made to the date of payment by the employer and employee.

Example: The holidays earned by an employee amount to 30 weekdays. The hour-specific increments of a holiday credit year have amounted to 8% of the monthly salaries of the holiday credit year. The holiday bonus is the regular monthly salary for July plus  $50\% \times 30/25 \times 8\%$  (temporary changes or unpaid absences are not taken into account). When an employment relationship comes to an end, the holiday bonus is calculated on the basis of the monthly salary at the time the relationship ends.

If the employee's holiday pay is calculated on the basis of a percentage, the holiday bonus is 50% of the holiday pay including hour-specific increments, excluding the share for extra days pursuant to section 18(2 d–e).

2. The holiday bonus requires the employee to start their holiday and return from it on the agreed dates, unless the return from the holiday is prevented due to a reason mentioned in section 7 of the Annual Holidays Act or some other acceptable reason.

3. The holiday bonus is also paid for the holiday compensation, provided that the employment relationship has lasted for a minimum of four months without interruptions. However, this does not apply to an employee who fails to comply with a period of notice or who terminates a fixed-term employment relationship contrary to the Employment Contracts Act or whose employment relationship is deemed cancelled due to an absence from work pursuant to Chapter 8, section 3 of the Employment Contracts Act.

## Section 20 Sick pay

1. If an employee becomes unable to perform their duties due to an illness or accident not attributable to wilful or gross negligence by the employee, the employer pays the employee a salary, provided that the employment relationship continues, for each period of absence, on the basis of the employment relationship's uninterrupted duration as follows:

Length of the employment relationship:	Term of sick pay:
less than 1 month	Day of falling ill and the next 9 weekdays (50% of salary)
1 month–less than 3 years	28 calendar days (full salary)
3–5 years	35 calendar days (full salary)
more than 5–10 years	42 calendar days (full salary)
more than 10 years	56 calendar days (full salary)

If the absence is attributable to an accident that occurred while at work, violence directed at the employee carrying out their tasks or an occupational disease, the pay term applicable to the period of illness is 90 days.

2. If the same illness or condition reoccurs within 15 calendar days of the return to work, the pay term for the period of illness is calculated as if it concerned a single term of absence.
3. The salary to be paid during a sick leave accounts for hour-specific increments deriving from regular working hours as in the holiday pay. Alternatively, the employer may adopt a practice in which the hourly increments are paid according to the confirmed work shift schedule and, in terms of the time following the end of the work shift schedule, as in holiday pay.
4. The employer pays the sick pay directly to the employee and applies for the sickness benefit for itself after receiving the necessary accounts for it from the employee; the employee must deliver said accounts without delay.

The same principle also applies to other statutory daily allowances and benefits.

If the sickness benefit is not paid due to a reason attributable to the employee, the employer pays only the difference between the sickness benefit and the sick pay.

5. Employees are obligated to inform their employer of an illness immediately.
6. When necessary, the incapacity for work must be verified with a doctor's certificate or by way of some other explanation which is approved by the employer.

During an epidemic and in a situation where doctor's appointments are not available, a certificate on a short-term sick leave (an absence of 1–3 calendar days) granted by an occupational health care nurse or public-health nurse can be considered an approvable account.

The employer may, for a justified reason, name the doctor to be used, in which case the employer pays the costs of the doctor's certificate.

## **Section 21 Medical examinations**

1. In the following cases, the employer will not make a deduction from the employee's wages, provided that the check-ups and examinations are conducted in such a way that unnecessary loss of working hours is avoided and there has been no chance to conduct them outside working hours and if they have been notified of beforehand.
  - a) The employee goes to a necessary medical examination for the purposes of getting an illness diagnosed or for the determination of a treatment or the administration of assistive products (such as glasses) and a related laboratory or X-ray examination ordered by a doctor.
  - b) A pregnant employee goes to prenatal medical examinations, such as maternity clinic examinations, which monitor the health of the pregnant employee or the foetus.
  - c) The employee goes to a medical examination required by a new job or some other statutory medical examination. In such cases, the employer pays the necessary travel costs.

## Section 22 Short-term absence

1. An employee's absence from work for one of the following reasons, coinciding with the employee's workday, will not result in a deduction from the employee's salary or annual holiday. The length of a paid absence of this kind is, at maximum, one day, with the exception of a child's illness.
  - a) The sudden illness of a disabled child or a child less than 10 years of age, insofar as the absence is necessary in order to arrange care. The paid absence, however, cannot continue for more than three workdays as of the beginning of the illness. When necessary, the reason for the absence must be verified with a doctor's certificate or some other account approved by the employer; upon request, the employee must also provide an account of another provider's impediment for caring for the child.

The signatory organisations note that society is pursuing the increasingly balanced division of parental duties between women and men. Accordingly, families with two employed providers should aim to divide absences from work evenly among themselves.

- b) Another family member's sudden illness, which requires treatment. When necessary, the reason for the absence must be verified with a doctor's certificate or some other account approved by the employer; upon request, the employee must also provide an account of the necessity of the treatment.
  - c) The death of a family member.
  - d) The funeral of a family member or close relative.

The term "family member" refers to a spouse living in the same household as the employee and the employee's own or their spouse's children living in the same household as the employee. Children also include adoptive and foster children.

The term "close relative" refers to an employee's family members as well as their parents, grandparents, children, grandchildren, siblings and the parents of their spouse.

- e) The employee's own wedding. The registration of a partnership pursuant to the Act on Registered Partnerships is considered equivalent to a wedding.
  - f) The employee's own 50th and 60th birthday.
  - g) A conscript's call-up event.

2. An employee taking part in reserve training is paid the difference between their salary and the reservist's salary for the relevant days.
3. A female employee entering voluntary military service is granted an unpaid leave for the duration of the military service. Benefits based on the employment relationship do not accumulate during this period of time.
4. The loss of earnings attributable to participation in a meeting of a municipal council or board and a statutory electoral commission is compensated for a member of such an organ of trust.
5. The loss of earnings attributable to attending a meeting of the highest decision-making bodies of the signatory parties to this collective agreement, a member organisation thereof or a federation of unions or a union or representative meeting is compensated for the member of such an organ of trust.
6. Employees must inform their employers of an absence pursuant to this section without delay and, insofar as possible, in advance.

## **Section 23 Maternity, paternity and parental leave and child-care leave**

1. An employee's maternity, paternity and parental leave as well as child-care leave are determined on the basis of the Employment Contracts Act and the Health Insurance Act.
2. For the duration of the employment relationship, the employee is paid, as of the beginning of a maternity leave, actual regular wages for a period of 72 weekdays, provided that the employee has been in the employment relationship for at least three months.

For the duration of the employment relationship, the employee is paid, as of the beginning of the paternity leave, actual regular wages for a period of 6 weekdays, provided that the employee has been in the employment relationship for at least three months.

The actual regular wages mean the employee's monthly salary, including the identical monthly amounts of personal or task-specific increments added to it. It does not include hour-specific increments, such as additional work and overtime or evening, night, Saturday and Sunday increments.

The employer applies for the maternity benefit with regard to the period of salary payment for itself after receiving the necessary accounts for it from the employee; the employee must deliver said accounts without delay.

If the maternity benefit is not paid due to a reason attributable to the employee, the employer pays only the difference between the maternity benefit and the fixed pay.

## **Section 24 Group life insurance**

The employer takes out a group life insurance for its employees at its own expense and as agreed between the federations and central organisations.

## **Section 25 Protective clothing**

Employees who work primarily in unclean tasks or tasks that subject clothing to wear and tear are provided with the appropriate protective clothing and the protective equipment required by occupational safety. The employer will pay for the procurement and maintenance of such clothing and equipment. Protective clothing may be agreed upon locally.

## **Section 26 Shop steward**

1. A company's organised employees have the right to elect a shop steward and a deputy shop steward from amongst themselves to act, under their authorisation, in matters pertaining to the interpretation of this collective agreement and other issues related to employment relationships.
2. In other respects, the parties shall abide by the shop steward agreement made between the signatory parties.

## **Section 27 Training**

Occupational training and shared training organised by the employer and union training are subject to the training agreement between the signatory parties.

## **Section 28 Assembly at workplaces**

A registered affiliated association of a signatory organisation to this collective agreement, and a department, work room body or equivalent thereof, has the opportunity to organise meetings outside working hours in premises indicated by the employer and in relation to issues concerning the workplace's employment relationships, under the following conditions:

- a) The holding of a meeting at the workplace must be agreed on with the employer, whenever possible, three days prior to the intended meeting.
- b) The order of the meeting and the tidiness of the meeting premises is the responsibility of the meeting's organiser.
- c) The meeting's organiser has the right to invite to the meeting the representatives of a union party to this collective agreement, an affiliated association thereof as well as the relevant federation or central organisation.

## **Section 29 Charging of membership fees**

Under the authority of the employees, the employer charges the membership fees of a signatory organisation to this collective agreement from an employee's salary and pays them to the union's account in accordance with the instructions. The employee is provided with a certificate of the withheld amount at the end of each year.

## **Section 30 Federation agreements**

The following agreements, in the form valid from time to time, are complied with as part of this collective agreement:

General Agreement (LTK–The Central Organisation of Finnish Trade Unions (SAK)/Finnish Confederation of Professionals (STTK)/AKAVA)

Cooperation Agreement (LTK–SAK/STTK/AKAVA)

Recommendation on the prevention of substance abuse problems, the handling of substance abuse issues and referral to treatment at workplaces (Confederation of Finnish Industries (EK)–SAK/STTK/AKAVA)

Workplace meals agreement (LTK–SAK/STTK/AKAVA)

Protocol on compensatory penalties (LTK–SAK/STTK/AKAVA)

If new agreements are made between the federations and central organisations, their possible inclusion to this collective agreement is subject to a separate agreement.

## **Section 31 Local agreements**

The regulations specified in this collective agreement may be varied from on the basis of a local agreement, in accordance with the procedures concerning local agreements (p. x).

## **Section 32 Dispute resolution**

Employees are to discuss issues pertaining to the interpretation and application of the collective agreement first with their supervisor.

Local negotiations:

Disputes related to the collective agreement are first negotiated between the employer and the employee or a shop steward. The negotiations are begun and conducted without undue delay.

Should a resolution not be reached, a memorandum on the points of disagreement and the parties' viewpoints, grounds included, is prepared, if requested by one of the parties.

The relevant attachments are appended to the memorandum, two identical copies of which are then signed, one copy given to each party.

Federation/central organisation negotiations:

Should the matter remain unresolved, the local parties may refer it to the unions.

Labour Court:

Should the matter remain unresolved in the negotiations between the unions, it may be referred to the Labour Court.

## **Section 33 Valid benefits**

This collective agreement is not applicable to such benefits based on an agreement between the employer and employee which have been agreed upon separately in derogation of a collective bargaining agreement.

## **Section 34 Good labour relations**

All industrial actions concerning this agreement in full or an individual provision of this agreement are forbidden.

## **Section 35 Validity of the agreement**

This agreement is valid *1 February 2017–31 January 2018*, continuing thereafter always for one year at a time, unless it is terminated in writing no later than a month before its expiration.

The party terminating the agreement must provide the counterparties with a memorandum of the key content of the amendment proposal in connection with the termination.

The provisions of this agreement shall remain valid until a new agreement has entered into force or until the negotiations between the contracting parties have been deemed concluded by one of the contracting parties.

Helsinki, 3 June 2016

THE ASSOCIATION OF SOCIAL SERVICE EMPLOYERS

TERVEYS- JA SOSIAALIALAN NEUVOTTELUJÄRJESTÖ TSN

TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL

UNION OF PROFESSIONAL SOCIAL WORKERS (TALENTIA)

THE NEGOTIATION ORGANISATION FOR THE FEDERATION OF PUBLIC AND PRIVATE SECTOR EMPLOYEES (JYTY), THE FEDERATION OF SALARIED EMPLOYEES PARDIA AND SUOMEN TERVEYDENHOITAJALIITTO (STHL)

# PAY AGREEMENT

## Section 1 Wages

1. Employees covered by the scope of the collective agreement are paid a salary according to, in the minimum, the sector's pay grouping, pay agreement and transitional provisions.
2. In the event that an employee is engaged in work for which a name or a suitable job description is not found in the pay grouping, the pay group of the closest equivalent job and pursuant to the level of education required for the work is applied.
3. The employee's work belongs under the pay group whose tasks the employee primarily carries out.

### 3.1. Pay group's basic work:

In the pay group's basic work, the salary is determined at least according to the group's minimum pay grade.

### 3.2. Work more demanding than basic work:

The level of an employee's salary within a pay group is impacted by how demanding their tasks are. If the employee's tasks are clearly more demanding and entail more responsibility than the basic work of the pay group in question, or if they require special training or experience, this must be accounted for either as a G pay grade higher than the minimum pay grade or as a euro-denominated task-specific increment.

Examples of situations in which a level of pay pursuant to section 3.2. must at least be applied:

- The employee is in the position of an employee in charge or is responsible for directing other employees engaged in the same work, and this kind of a position is not included among the pay group's normal duties.
- The employee has, in addition to the pay group's normal training requirements, a professional degree, specialist qualifications or some other specialisation degree required by the work.

- Due to the nature of the work, the workplace has applied a level of pay higher than the basic work level, and new employees are hired for similar duties.

The signatory organisations note that it is not the purpose of the system of remuneration to always place employees, in principle, in the minimum pay grade of the relevant pay group and to apply higher pay grades only in exceptional cases.

The use of higher pay grades is also possible in work other than work that is clearly more demanding or entails more responsibility than basic work or requires special training and experience.

#### 4. Personal qualifications increment

An employee may be paid a personal pay increment for special occupational skills, efficiency or work contribution, either in euros or by applying a higher pay grade. The increment may be granted until further notice or for a fixed period of time.

## **Section 2 Cost-of-living grading**

1. The collective agreement includes pay scales for the metropolitan area (Helsinki, Espoo, Vantaa and Kauniainen) and for the rest of Finland (other municipalities according to cost-of-living index regions I and II).

## **Section 3 Service increments**

1. An employee's basic salary pursuant to the collective agreement will increase in accordance with the pay scale appended hereto after 5, 8 and 11 service years entitling the employee to a service increment.

(The amounts of the experience increment steps vary, depending on the G pay level, from slightly less than 4% to slightly less than 5%, calculated from the basic salary.)

2. At the beginning of the employment relationship, when making the employment contract, the employer and employee must review the employee's possible period of service with an entitlement to a service increment. In this context, the employee must present the necessary service details prior to the granting of the increment. If the employment relationship continues, any subsequent increments are granted by the employer. The

entitlement to a service increment begins from the beginning of the month following the right's achievement.

3. Service that carries an entitlement to a service increment means such work in the service of one's own employer, and other similar work, in which the working hours have been, on average, at least 19 hours a week. All calendar months in employment relationships that have lasted for a minimum of 14 workdays, and for which the employee has earned annual holidays, are taken into account.

Similar work or part-time work, entailing on average less than 19 hours a week and carried out to one's own employer, and employment relationships that have lasted less than 14 days carried out after 1 February 2000 must be accounted for as carrying an entitlement to a service increment in the relevant working hours' proportion to full working hours. When assessing their impact, it is enough for the employer to form an assessment of the right magnitude with regard to how many full months of service increment accumulation the employee's part-time and temporary work accord with.

Part-time and temporary work performed prior to 1 February 2000 may also be taken into account according to the same principle.

4. If the employee has experience of other than similar work, it can be counted as carrying an entitlement to a service increment insofar as the employer deems it to add to the employee's qualifications for the work.

## **Section 4 Trainees, summer employees, young employees, exceptionally simple work and messengers**

1. An agreement on a trainee period can be made with a student of the field; the pay during such a trainee period is at least 90% of the standard pay grade for the task in question.

Alternatively, the agreement on pay with an employee in apprenticeship training can specify the pay to be 85% of the standard pay grade during the first year of apprenticeship, 90% of it during the second year of the apprenticeship, and 95% of it during the third year of the apprenticeship. However, the salary of an employee who begins apprenticeship training with their current employer may not be reduced in the current job.

2. An agreement on a summer job for the period between 15 May and 15 September can be made with a summer employee less than 25 years of age; the pay is at least 75% of the standard pay grade for the task in

question. This provision is not applicable if the hired summer employee is a qualified substitute.

3. a) The parties to the collective agreement want to do their part to promote the employment opportunities of the employment agency's (TE Office) long-term unemployed entitled to wage subsidies, difficult to place and in danger of marginalisation.

An agreement with this kind of an employee, whose employment relationship is preceded by an at least 12-month uninterrupted period of unemployment, can be made, for a maximum period of 6 months, on a salary that is at least 90% of the standard pay grade for the task in question.

The agreement aims to strengthen the person's life management and prevent marginalisation through work and the improvement of fitness and readiness for work.

3. b) An agreement with an employee less than 25 years of age, who has less than six months worth of work experience entitling them to a service increment and who has been unemployed for at least six months during the past year, can be made, for a maximum period of six months, on a salary that is at least 90% of the standard pay grade for the task in question.
4. If an employee's tasks are, exceptionally, fundamentally simpler or less independent than the pay group's basic tasks, or if the employee lacks the qualifications required for the tasks, due to which the employee is not able to carry out all of the relevant duties in full, the minimum pay can be determined as being one G pay grade lower than the minimum pay grade of the pay group in question.

Employers must present the grounds for the use of a pay grade lower than the minimum pay grade in writing, after having discussed the matter with the shop steward.

5. A messenger's salary may be at most 5% lower than a salary pursuant to pay grade G 10.

## **Section 5 Part-time employees**

1. The monthly salary of a part-time employee with a monthly salary is determined in proportion to the weekly working hours agreed with the employee and the maximum weekly working hours applicable to equivalent work pursuant to the collective agreement. However, calculated according to this method, the minimum pay of a part-time employee who works, on

average, less than 19 hours a week at most is increased by 5 per cent, unless is it a result of the employee's own initiative that the working hours remain below 19 hours a week.

2. The hourly pay of a part-time employee with an hourly salary is calculated by dividing a monthly salary applicable to equivalent work by the divisor pursuant to section 11 of the collective agreement.

## **Section 6 Replacement**

1. When an employee carries out work of a higher pay grade than their normal work in the capacity of a replacement, performing a material portion of the tasks included in the work, the employee is paid a salary equal to at least the replacement work's pay grade pursuant to the collective agreement for a period of replacement in excess of two weeks and, in annual holiday replacements, for a replacement period in excess of a month.
2. When the employee carries out their own work and, per agreement, the majority of another employee's tasks alongside, the employee is paid a raised salary for a period of replacement in excess of two weeks and, in annual holiday replacements, for a replacement period in excess of a month. The amount of this raised salary is agreed between the employer and employee prior to the replacement. The compensation must exceed the compensation paid for an equivalent replacement duty under subsection 1.
3. Any replacements duties carried out over a period of six months are added together when assessing whether the two weeks or a month has been exceeded.

## **Section 7 Sheltered employment**

This agreement does not apply to sheltered work.

## **Section 8 Validity**

This pay agreement is valid as part of the collective agreement between the signatory organisations and will end without a separate notice when the collective agreement comes to an end.

Helsinki, 3 June 2016

SIGNATORY ORGANISATIONS

## **PAY AGREEMENT'S TRANSITIONAL PROVISIONS**

The transitional provisions are complied with when taking into use the remuneration system of the collective agreement for the private social services sector in lieu of a previously applied system of remuneration.

### **Section 1 Placement into pay grades**

1. Employees are placed into the pay groups and G pay grades of the new remuneration system according to their work's demands, after the matter has been negotiated on between the employer and the relevant employees or their shop steward.
2. The objective is unanimity on the correct pay grade for the work performed by each employee.
3. If the official salary pursuant to the G pay grade selected for an employee remains lower than the employee's salary at the moment of transition, the difference is paid as a personal portion of salary.
4. The parties may, at the transition phase, turn to a signatory organisation if necessary, but the goal is that transition to the new system would, as far as possible, be implemented locally. The transitional instructions pursuant to the transitional provisions of the collective agreement valid before 1998 remain in effect.
5. Should the pay raises pursuant to the transitional provisions, including their pay grade adjustments pursuant to this section, result in a more than 6% pay rise with regard to some employees, the payment of the portion of pay rise in excess of 6% can be postponed by no more than six months as of the transition to the social services sector's system of remuneration.
6. Employees whose salary at the time of the transition exceeds the pay pursuant to pay grade G 30 are above the pay groups.

The salary of an employee covered by the scope of a collective agreement above the pay groups is paid as a personal salary, which is raised according to the same principles as the salaries of those covered by the scope of the pay grouping.

## **Section 2 Calculation of service increments**

1. Any service entitling an employee to service increments is calculated according to the previous method until the transition to the social services sector's system of remuneration. The creditable service time may not, however, fall below the service time pursuant to the social services sector's calculation method.

The transition to the calculation method of the social services sector takes place after this. At this time, all years of service that have previously been or should have been credited to an employee in the employment relationship are credited to the employee.

## **Section 3 Salary guarantee and increments**

1. No one's salary will be lowered due to a change in the system of remuneration. In other respects, an employee's minimum pay and pay increments will, in the future, be determined in accordance with the new system of remuneration.
2. The euro-denominated amounts of increments related to peripheral regions, cold regions, archipelago regions, etc., and not pertaining to the demands of the work or personal qualifications, will become a part of an employee's personal wages.
3. Increments based on the demands of the work or personal qualifications will continue to be paid according to the previous practice.
4. Any possible increments granted for a fixed period of time will end in accordance with the original agreement.
5. If an employee's pay grade is raised, the increment paid in excess of the official salary can be abandoned in part or in full, but nevertheless by no more than the amount of a pay grade increase insofar as the grounds for the increment no longer exist.
6. Increments based on the demands of the work or personal qualifications will also remain in effect when an employee achieves a new service increment step. Portions in excess of the official salary based on other grounds can be reduced when the employee reaches a new service increment step by, at maximum, an amount equal to the service increment increase, unless the parties have agreed or agree to retain the excess.

## **Section 4 Validity**

1. The transitional provisions of this pay agreement are valid as part of the collective agreement between the signatory organisations and will end without a separate notice when the collective agreement comes to an end.

Helsinki, 3 June 2016

**SIGNATORY ORGANISATIONS**

## **PAY GROUPING OF THE SOCIAL SERVICES SECTOR**

(The principles for placing jobs in pay groups and for the use of minimum pays and excesses are given in section 1 (p. 30) of the pay agreement.

### **Pay group A (assisting duties) Minimum pay grade G 11**

The work does not require vocational training. The know-how is gained through on-the-job guidance. Clear work instructions and routines.

Example jobs:

health and service personnel: orderly, day-care centre assistant; kitchen and property personnel: kitchen help, departmental assistant, cleaner; administrative personnel: assisting office work, mailing, running errands.

### **Pay group B (basic duties): Minimum pay grade G 14**

The know-how is gained through on-the-job learning or short courses.

The work is based on defined instructions, but the tasks are more individual than in pay group A.

Example jobs:

health and service personnel: home help, school aide, camp counsellor;  
kitchen and property personnel: cook, kitchen/catering worker, ward domestic, matron in very small units, caretaker, porter;  
administrative personnel: switchboard operator, routine office work (such as invoicing, etc.), responsibility for copying services, postal services, phone services.

### **Pay group C (professional duties): Minimum pay grade G 17**

The work requires at least a vocational degree or equivalent know-how.

The work is varying and performed independently according to regulations and/or general instructions.

The work is made up of independent parts.

Example jobs:

health and service personnel: practical nurse, children's nurse, day care nurse, rehabilitation assistant, private household worker, psychiatric nurse, nurse for

mentally handicapped, craft leader, leisure activities instructor;  
kitchen and property personnel: matron, repairman, warehouseman, cleaning supervisor;  
administrative personnel: responsibility for invoicing and collection, responsibility for payroll accounting, responsibility for the accounting of a small unit.

### **Pay group C (demanding professional duties): Minimum pay grade G 21**

The work requires, at minimum, a degree from a polytechnic/college or equivalent know-how.

The work is based on independent solutions within the framework of the authority provided.

The work is an independent whole made up of different parts.

Example jobs:

health and service personnel: nurse, kindergarten teacher, social welfare worker (polytechnic), child and youth welfare worker, social welfare supervisor, professional of elderly care, supervisor for mentally handicapped, rehabilitation supervisor, occupational therapist, physiotherapist;

kitchen and property personnel: nutritional manager;

administrative personnel: responsibility for a large unit's accounting and the preparation of financial statements,

responsibility for a large unit's money transactions and the operation of subsidiary cash desks.

### **Pay group E (specialist duties): Minimum pay grade G 24**

The work requires, at minimum, a degree from a polytechnic/college and often a university degree or equivalent know-how. (If the employee has the requisite master's degree, the minimum pay grade is G 26).

The work is performed independently, based on planned operations or the specialist position, and may entail operational, financial or personnel responsibilities.

Example jobs:

health and service personnel: supervisory duties or specialist duties requiring theoretical mastery of the field, head/charge nurse/supervisor in charge (supervisory position), manager of day-care centre/children's home, social worker, social therapist;

kitchen and property personnel: kitchen and property duties that are more demanding and entail more responsibility than the previously mentioned pay

groups;

administrative personnel: responsibility for the operation and financial management of the entire office in other than small units.

**Pay group F (demanding specialist duties): Minimum pay grade G 26**

The work requires a university degree or equivalent know-how.

The work is performed independently, based on operational management or the specialist position, and entails significant operational, financial or personnel responsibilities with profit responsibility.

Example jobs:

health and service personnel: demanding managerial duties or particularly demanding specialist duties requiring theoretical mastery of the field, manager of day-care centre/children's home, head/charge nurse/supervisor in charge, head social worker (a supervisory position in the aforementioned duties and profit responsibility in large units).

## G PAY SCALE FOR SOCIAL SERVICE SECTOR, 1 January 2016

Metropolitan area	0 years	5 years	8 years	11 years
G10	1,652.51	1,712.21	1,772.29	1,835.48
G11	1,674.25	1,734.75	1,797.29	1,861.70
G12	1,695.00	1,756.90	1,821.67	1,887.29
G13	1,763.48	1,831.12	1,899.20	1,968.37
G14	1,775.97	1,844.93	1,914.43	1,984.31
G15	1,783.94	1,853.72	1,923.84	1,994.02
G16	1,808.44	1,879.32	1,950.65	2,023.14
G17	1,902.96	1,978.11	2,054.80	2,132.22
G18	1,916.89	1,992.75	2,070.18	2,149.13
G19	1,931.88	2,009.25	2,087.94	2,168.57
G20	1,970.08	2,049.72	2,131.66	2,215.58
G21	2,146.13	2,236.31	2,328.26	2,423.08
G22	2,162.40	2,254.21	2,348.91	2,448.22
G23	2,278.41	2,378.47	2,483.50	2,584.97
G24	2,298.24	2,404.23	2,506.53	2,613.71
G25	2,419.88	2,528.26	2,641.51	2,755.03
G26	2,563.95	2,683.79	2,805.95	2,927.93
G27	2,587.76	2,709.43	2,832.06	2,955.15
G28	2,661.24	2,788.37	2,915.52	3,042.65
G29	2,846.16	2,982.56	3,118.72	3,255.11
G30	3,158.24	3,309.42	3,460.58	3,612.23
G31	3,321.41	3,480.69	3,640.43	3,799.44
G32	3,542.63	3,712.57	3,883.52	4,054.70

Cost-of-living index regions I and II	0 years	5 years	8 years	11 years
G10	1,639.25	1,698.42	1,757.96	1,820.15
G11	1,660.82	1,720.79	1,782.29	1,846.13
G12	1,681.40	1,742.73	1,806.42	1,871.48
G13	1,740.16	1,806.05	1,873.15	1,941.07
G14	1,752.44	1,819.59	1,888.09	1,956.56
G15	1,769.57	1,838.27	1,907.71	1,977.01
G16	1,793.36	1,863.62	1,934.32	2,005.85
G17	1,876.67	1,950.72	2,025.73	2,102.08
G18	1,890.38	1,965.09	2,040.92	2,118.71
G19	1,915.74	1,992.15	2,070.12	2,150.05
G20	1,953.61	2,032.23	2,113.44	2,196.66
G21	2,116.08	2,204.99	2,295.57	2,389.09
G22	2,132.10	2,222.59	2,315.92	2,413.86
G23	2,246.30	2,344.95	2,448.46	2,548.48
G24	2,278.69	2,383.76	2,485.18	2,591.47
G25	2,399.30	2,506.70	2,619.02	2,731.52
G26	2,528.09	2,646.24	2,766.67	2,886.89
G27	2,565.69	2,686.31	2,807.91	2,929.94
G28	2,638.53	2,764.59	2,890.64	3,016.66
G29	2,821.88	2,957.09	3,092.08	3,227.29
G30	3,131.27	3,281.12	3,430.99	3,581.35
G31	3,293.03	3,450.91	3,609.30	3,766.75
G32	3,512.34	3,680.78	3,850.12	4,019.78

# PROCEDURES FOR LOCAL AGREEMENT

## Section 1

Local agreements on derogations from the regulations of the valid collective agreement can be made in accordance with this agreement. A local agreement can be made within the framework provided by law and the collective agreement.

- a) In accordance with the procedural rules of this agreement, an agreement can be made on the sections of the collective agreement which refer to local agreements.
- b) In financial and production-related problem situations, an agreement on financial benefits can be made in accordance with the protocol appended to local agreements.
- c) Any mention on the possibility for agreements in the collective agreement which lack a reference to local agreements allow for agreements between the employer and employee without the procedural rules of this agreement.

## Section 2

The negotiating and contracting parties may be an employer bound by the collective agreement and a shop steward or, in the absence of one, the employees together or through a representative elected by them or a registered, company-specific employees' association or the like.

The parties to the collective agreement can furthermore agree on local derogations to the collective agreement.

The employer must name its own negotiator operating under the appropriate authorisations.

## Section 3

The proposal for a local agreement must indicate, in writing, the section of the collective agreement the parties wish to agree on and present grounds for the derogation from the collective agreement.

To be valid, the local agreement must be made in writing and indicate who the agreement concerns, the section of the collective agreement agreed on and what has been agreed on.

The agreement may be valid for a fixed period of time or until further notice. In the latter case, the agreement must be terminable with a three-month period of notice.

Having been valid for a year, a fixed-term agreement is always terminable with a three-month period of notice. If the agreed arrangement is tied to a particular period of time, the arrangement will nevertheless continue until the end of that period of time.

#### **Section 4**

The signatory parties whose members the agreement concerns must be notified of the local agreement immediately.

The parties to the collective agreement nevertheless have the right to dispute a local agreement if it agrees on issues which do not fall under the scope of local agreements. In such cases, the parties to the collective agreement have the opportunity to amend the local agreement or declare it invalid. The amended local agreement will enter into force at the time agreed between the parties to the collective agreement.

#### **Section 5**

This agreement is valid as part of the collective agreement between the signatory organisations and will end without a separate termination at the end of the collective agreement. The valid local agreement will nevertheless continue as agreed.

#### **Section 6**

Disputes concerning the interpretation of this agreement and of local agreements based on this agreement are resolved in the same manner as disputes related to the collective agreement.

Helsinki, 3 June 2016

SIGNATORY ORGANISATIONS

# PROTOCOL ON LOCAL AGREEMENTS

## Section 1

The signatory organisations agree that the minimum terms concerning the pay and other financial benefits in the collective agreement and pay agreement signed by parties may be derogated from locally as agreed upon in this agreement.

The agreement may concern the following financial benefits:

- Holiday bonus – The agreement may concern the amount of the holiday bonus, its exchange for days off and the time of its payment.
- Wages – An employee's pay can be agreed to be reduced by, at maximum, an amount equal to the removal of the holiday bonus. However, the pay cannot be agreed to be lower than the basic salary level in the same cost-of-living grade as the employee's tasks.
- Overtime, Sunday work, Saturday work, evening and night work, stand-by and emergency compensation: Changes to the determination grounds or levels of compensation can be agreed only by the approval of the employees' organisations covered by the scope of the agreement.

A simultaneous savings agreement pursuant to more than one section can be entered into only by the approval of the employees' organisations covered by the scope of the agreement.

## Section 2

An agreement pursuant to this protocol can concern a company or a part thereof, and the contracting parties are the employer bound by the collective agreement and the shop steward or, in the absence of a shop steward, the employees together or through a representative elected by them, as well as a registered, company-specific employees' association.

An employee's approval is a prerequisite for the agreement's entry into force with regard to the employee in question. However, the shop steward has the right, at the consent of the majority of the employees he or she represents, to agree on the holiday bonus in a manner binding on all employees represented.

### **Section 3**

The agreement is subject to the existence of grounds pursuant to Chapter 5, section 2 or Chapter 7, section 3 of the Employment Contracts Act (i.e. what are referred to as financial or production-related grounds).

The agreement cannot be made on the basis of estimates, such as budgets, alone, unless the grounds already exist.

When negotiating on the agreement referred to in this protocols, the employer complies with the Act on Cooperation within Undertakings with regard to the provision of information required in the negotiations as well as with the cooperation agreement of the federations and central organisations. When necessary, the parties may rely on the help of experts.

### **Section 4**

The agreement referred to in this protocol is made for a fixed period of time and a maximum of one year at a time.

If the agreement has been made on the condition that an employee covered by its scope will not be made redundant or laid off during the term of the agreement, the agreement will be cancelled immediately with regard to an employee made redundant or laid off in breach of the agreement.

### **Section 5**

The parties to the collective agreement must be notified of a local agreement pursuant to this protocol.

The parties to the collective agreement have the right to dispute a local agreement concerning financial benefits within a month of having been notified thereof. In such cases, the parties to the collective agreement have the opportunity to amend the local agreement or to declare it invalid. The amended local agreement will enter into force at the time agreed between the parties to the collective agreement.

### **Section 6 Survival agreement**

*The parties to the collective agreement cannot dispute or invalidate a local agreement if said agreement has been made in accordance with this protocol and meets the following additional requirements.*

### *Parties:*

- *the employer and the signatory association's shop steward*
- *an employee approves the agreement for their part*

### *Prerequisites*

- *Extremely weighty and exceptional financial reasons in situations where the agreement, together with other measures to be implemented, is necessary to secure the employer's operational preconditions and jobs.*
- *In the background are financial difficulties which would lead to reductions in the use of workforce on financial grounds.*
- *The grounds are noted jointly and locally:*
  - o *the need for and dimensioning of measures*
  - o *effect on surviving the crisis together with other measures*
- *Gaining a competitive advantage in relation to other companies in the industry are not acceptable grounds.*
- *An employee who has made the agreement cannot be laid off or be made part-time or redundant on financial and production-related grounds during the validity of the agreement or within two months of its end.*
  - o *If the employer acts contrary to the aforementioned regulation, the agreement will be cancelled with immediate effect and the employer compensates the employee for the agreed saving.*
- *The way in which the workplace's management and owners commit to the improvement of the company's operational preconditions must be agreed. The saving measures must concern the company's management and personnel in equal measure.*

### *Form and duration of the agreement*

- *in writing*
- *if of a fixed-term, valid for no longer than a year, but nevertheless, at maximum, until the end of the valid collective agreement.*

### *The agreement may concern the following financial benefits.*

- *Holiday bonus – The agreement may concern the amount of the holiday bonus, its exchange for days off and the time of payment.*
- *Wages – An employee's pay can be agreed to be reduced by, at maximum, an amount equal to the removal of the holiday bonus. However, the pay cannot be agreed to be lower than the basic salary level in the same cost-of-living grade as the employee's tasks.*

### *Improvement of company's financial situation*

- *the agreement can be terminated in the middle of the agreement period with a 3-month period of notice, provided that the company's financial situation is subject to unforeseen, material improvement in comparison to the time when the agreement was made.*

### *Miscellaneous:*

- *the shop steward is provided with all necessary information in writing well in advance of the negotiations' commencement, and the information must be supplemented as necessary during the negotiations*
- *the shop steward has the right to consult the employer's financial management experts, for example.*

### **Section 7**

In other respects, the parties abide by the procedures for local agreements.

Helsinki, 3 June 2016

**SIGNATORY ORGANISATIONS**

# **TRAINING AGREEMENT**

## **Section1 Training work group**

The training work groups between the signatory parties have been established for the purposes of implementing the union training referred to in the agreement. The work groups are composed of the representatives of the employee organisations belonging in the same central organisation and the representatives of the employer organisations; each party will appoint a maximum of two persons to a work group.

The training work group approves courses for one calendar year at a time. If necessary, courses can also be approved in the middle of a calendar year.

Prior to the decision to approve a course, the training work group is provided with an account on the course's curriculum, time, venue, target group and any other information possibly requested by the training work group. Approved courses give the training work group a chance to monitor the teaching/coaching.

The unions inform members of the courses approved by the training work group for the following year no later than two months before the start of the first course, whenever possible.

## **Section 2 Post-graduate professional education, further vocational training and retraining**

When the employer provides employees with vocational training or sends employees to training events related to their profession, the expenses caused by the training and the loss of regular working hours are compensated for. Whenever possible, training events should be taken into account when preparing work shift schedules in such a way that a training event would not coincide with an employee's day off, unless otherwise agreed. If the training takes place outside of working hours, the time spent is not considered to constitute working hours, but employees will be compensated for any direct expenses they incur.

If the employer has paid for a participant's expenses in full, i.e. for food (two meals per a full day, one meal for a partial day) and accommodation, the employer is not obligated to pay daily allowances.

## Section 3 Shared training

The shared training required by cooperation agreements is usually provided workplace-specifically. Cooperation training is also provided by the federations and central organisations of the labour market, or jointly by their membership organisations, and by various cooperation bodies, such as the Centre for Occupational Safety. Participation in training is agreed upon workplace-specifically in a cooperation body or, in the absence of such, between the employer and the shop steward. Participation in training is compensated for in the same way as training pursuant to section 2.

## 4 Trade union training

### 1. Retention of employment relationship and notification periods

Employees are provided, without an interruption to the employment relationship, an opportunity to take part in training approved by the training work group and lasting no longer than a month, provided that the need for training has been jointly noted by the employer and the employee seeking to attend the course and that the participation can take place without substantial adverse effects on the company. In a negative case, the shop steward is notified, no later than 10 prior to the start of the course, of the reason why granting the leave would result in substantial adverse effects.

*However, shop stewards have the right to attend, for a duration of six calendar days out of a year, courses of the right level and related to their cooperation duties.*

*Deputy shop stewards have the right to attend, for a duration of three calendar days out of a year, courses of the right level and related to their cooperation duties.*

The training work group may deem a particular course to be necessary for particular persons of member companies elected to a position trust. The signatory organisations emphasise particularly the usefulness of courses that promote local agreements.

*The signatory organisations stress that the need for training is particularly high with regard to a new shop steward or in situations involving a company's local agreements and that this should be taken into account when granting training or educational leaves.*

*The unions consider it important in other respects, too, that shop stewards are reserved a chance, whenever possible, to participate in training apt to*

*increase their qualifications in the performance of their duties as shop stewards.*

*If the company prepares a training plan, union training should be agreed upon in this training plan already.*

The notification concerning an intention to take part in a course must be made as early as possible. If the course lasts for no more than a week, the notification must be given three weeks before the start of the course and, when the course is longer, at least six weeks before the start of the course.

Industrial safety training should be aimed at industrial safety delegates, in particular.

## 2. Compensation

Shop stewards, industrial safety delegates and members of industrial safety committees may take part in the courses mentioned in the previous paragraph and approved by the training work group without a reduction to their actual, regular wages.

However, with regard to shop stewards, the loss of earnings is not compensated for a period longer than a month and, with regard to the others, for a period longer than a week. The course being related to the participant's cooperation duties in the company is a further prerequisite for compensation for the loss of earnings, as is the training being proven necessary in accordance with this agreement.

In addition to shop stewards, losses of earnings are also compensated to the chairpersons of registered affiliated associations or workplace departments, if they work in a company with at least 100 office workers and if the registered affiliated association or workplace department has at least 20 members.

The parties note that it may be necessary for the deputy industrial safety delegates and the members of cooperation bodies of larger companies to participate in courses related to their cooperation duties. The parties recommend that this opportunity be given, provided that it can be arranged without causing substantial adverse effects on the company.

## **Section 5 Social benefits**

Participation in a trade union training event referred to in section 4 does not impair annual holiday, retirement or service increment benefits or any other comparable benefits.

## **Section 6 Validity**

This agreement is valid as part of the collective agreement between the federations and central organisations.

Helsinki, 3 June 2016

**SIGNATORY ORGANISATIONS**

# **SHOP STEWARD AGREEMENT**

## **Introduction**

The shop steward system aims to promote the proper implementation and practical application of the agreements agreed on between the parties. It aims to resolve disputes arising between the employer and employees with regard to the application and interpretation of the agreements in an expedient and fast manner. Other key issues include dealing with issues between the employer and employees in relation to employment relationships and the maintenance and promotion of good labour relations.

Appropriately organised and managed local negotiation procedures promote the workplace's cooperation activities, the achievement of the company's goals and the increase of employees' safety and satisfaction.

To realise the aforementioned objectives, the signatory organisations have entered into this shop steward agreement.

**Sections 4(1–10) and 8(7) of this agreement concern industrial safety delegates.**

## **Section 1 Scope of the agreement**

This agreement applies to employers covered by the scope of the collective agreement for the private social services sector and their employees who belong in an employee union that has signed this agreement.

## **Section 2 Shop steward**

### **General**

1. Shop stewards must be employees of the relevant company and familiar with the workplace's conditions. They must be members of a signatory organisation to the collective agreement and work in an industry covered by the scope of the collective agreement.

### **Shop steward**

2. The terms "shop steward" refers to a shop steward, deputy shop steward, chief shop steward and deputy chief shop steward elected by organised employees bound by the collective agreement.

3. Shop stewards are elected by company employees who fall under the scope of the same collective agreement and are organised in a signatory organisation to the collective agreement or an affiliated association thereof. The right to a shop steward lies with a signatory organisation, but not its affiliated association.

### ***Regional shop steward***

4. Employees of large or regionally decentralised companies *have the right* to elect shop stewards as referred to in this agreement for the company's independent regions or operational units. This can be done when the number of employees, the nature of the workplace and the actual shop steward's opportunities for meeting employees, as well as the company's cooperation system, so require.

Also subject to company-specific agreements are the number and operational area of shop stewards *taking into account the aforementioned points and the principles of time use pursuant to section 7. The agreement is made between the company and a signatory organisation or the shop steward authorised by the signatory organisation.*

*Regional shop steward systems must ensure the shop steward's factual chances of managing the duties of a shop steward. Shop stewards must have an opportunity to familiarise themselves with the offices and units of their area, visit the units they represent and maintain a dialogue with the employees they represent. A shop steward's factual chance of managing the duties involved delimits the size of the area and the number of the units represented.*

### **Chief shop steward**

5. "Chief shop steward" means a company-specific shop steward covered by the scope of the industry of the collective agreement whose sphere of operations includes several regional or unit-specific shop stewards of the same signatory organisation.
6. In companies where several regional or unit-specific shop stewards of the same signatory organisation have been elected, one of them can be appointed chief shop steward, or a separate election of and election method for chief shop steward can be agreed on.

7. The chief shop steward acts as the representative of the employees of their signatory organisation in local negotiations with the employer concerning all of the company's jobs.
8. If no chief shop steward has been elected and several shop stewards of the same signatory organisation have been elected for different workplaces, a company-specific agreement can be made on one of the shop stewards acting as the employees' representative in local negotiations with the employer when the matter concerns all of the jobs in the company. In such cases, the employer is informed which of the shop stewards handles tasks of this kind.

### **Deputy shop steward**

9. Shop stewards are elected deputies; they act as the shop stewards' substitutes when they are indisposed.  
During such times, the deputy shop steward has the shop steward's rights and obligations.  
The employer must be informed when a deputy shop steward is acting as a substitute for the shop steward.

### **Situations involving change**

10. When the operations of the company or an operational unit thereof reduce or expand materially in size, or in connection with a transfer of business, merger, incorporation or a comparable organisational change of a material nature, the size of the shop steward organisation is brought to correspond to the changed size and structure of the company or its operational unit, in accordance with the principles of this agreement.

## **Section 3 Election and notifications of shop steward**

1. The election of a shop steward can be carried out at the workplace. All employees organised with a signatory organisation must be reserved a chance to participate in the election. The organisation and execution of the election may nevertheless not disturb work.
2. The election times and places must be agreed upon with the employer no later than seven days prior to the election's execution.
3. The execution of the election is primarily the responsibility of the shop steward or, should the shop steward be indisposed, their deputy. The time they spend in the execution of the election is deemed time spent in the duties of a shop steward.

4. The shop steward will inform the employer of the elected shop stewards in writing, under authorisation provided by the organisation. The employer must also be informed in writing about the resignation or dismissal of a shop steward.
5. The shop steward has the right, upon request, to receive written information from the employer on who acts as the employer's representative with regard to personnel group represented by the shop steward.

#### **Section 4 Position of shop steward**

1. In their employment relationship with the employer, shop stewards are in a position equal to all other employees. Shop stewards are obligated to personally comply with the general terms of work, working hours, the orders of management and the workplace's regulations, unless otherwise specified in this agreement.
2. A shop steward's opportunities to develop and advance in their profession may not be impaired due to the task of shop steward.
3. An employee acting as shop steward may not, when they are carrying out this duty or because of this duty, be transferred to a job which pays less than the job the shop steward was in when elected shop steward. Nor may they be transferred to a less demanding job.

A shop steward may not be subjected to pressure or dismissed from their job due to the task of shop steward.

4. If the actual job of a chief shop steward impedes the management of their duties as shop steward, they must, insofar as possible, be provided with other work. In such cases, attention is paid to the conditions of the company or its operational unit and the professional skills of the shop steward. The arrangement may result in a lowering of their earnings.
5. The wage development of a shop steward who has been entirely relieved of their job must correspond with the wage development occurring in the company.
6. If the company's workforce is downsized or laid off due to financial or production-related reasons, the order followed must be of the kind which ensures that the shop steward is the last employee targeted by such measures. If the shop steward cannot be offered work that accords with their occupation or qualifications, this regulation may be derogated from.

Should a shop steward deem that they have been made redundant or laid off in contradiction to the aforementioned regulations, they have the right to request that the matter be resolved between the organisations.

7. The employment contract of a shop steward cannot be terminated due to grounds related to the shop steward's person without compliance with the Chapter 7, section 10(1) of the Employment Contracts Act, which requires the consent of a majority of employees, which is investigated by a signatory organisation part to the collective agreement.
8. The cancellation of a shop steward's employment contract due to a breach of regulations is possible only in the case that the shop steward has repeatedly and materially, and despite a warning, failed to fulfil their obligation to work.

The employment relationship of a shop steward may not be cancelled due to an illness, even when there are grounds for cancellation (section 8(1) of the collective agreement), without adhering to a period of notice applicable to the termination of the employment relationship.

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

9. In the event that the employment contract of a shop steward is cancelled and the shop steward contests the cancellation, the employer pays an amount equal to the salary of one month, provided that the relevant proceedings are instituted within four weeks of the employment contract's cancellation.
10. The regulations of sections 1–9 also apply to industrial safety delegates.

### **Chief shop steward's subsequent protection**

The regulations of sections 1–9 must be applied to an employee who has acted as a chief shop steward for a further six months after their task as chief shop steward has come to an end.

### **Notice of termination**

A shop steward is notified of the termination of an employment relationship on grounds related to the person no later than a month before the beginning of the period of notice pursuant to the collective agreement. The notice concerning the termination of the employment relationship must indicate the

reason for it. The employer shall also notify the employee organisation of the notice of termination.

## **Compensation**

If the employment contract of a shop steward has been terminated in breach of this agreement, the employer must pay a salary of at least 3 months and at most 30 months as compensation. The compensation must be determined according to the same grounds as provided in Chapter 12, section 2 of the Employment Contracts Act. The fact that rights granted by this agreement have been breached must be accounted for as a factor increasing the compensation.

If a court finds that conditions for continuing the employment relationship or the restitution of an employment relationship that has already ended exist, and the employment relationship is nevertheless not continued, the failure to do so must be accounted for as a particularly weighty reason when determining the amount of the compensation.

The signatory organisations note that, according to the labour market's standard practice, the minimum compensation for the termination of a shop steward's employment relationship contrary to the shop steward agreement is the salary for 10 months, unless there are particularly weighty grounds for a lower compensation.

## **Section 5 Tasks of a shop steward**

1. A shop steward's principal task is to act as the representative of employees organised under the relevant signatory organisation to the collective agreement in matters pertaining to the application of the collective agreement.
2. The shop steward represents the aforementioned employees in matters concerning the application of work legislation and, generally, in issues related to relations between the employer and employees and the company's development.
3. The shop steward is also tasked with contributing to the maintenance and development of the negotiations and cooperation between the company and its personnel.

## Section 6 Shop steward's right to receive information

1. If uncertainty or disagreements arise with regard to employees' salaries or some other issues related to the employment relationship, the shop steward must be provided with all information with a bearing on the investigation into the case in question.
2. The shop steward is entitled to receive, in writing or some other agreed-upon form, the following details of the company's employees the shop steward represents:
  1. The employee's first name and last name and *workplace*
  2. The time of entry into service with regard to new employees and employees who have been made redundant, whose *employment relationship has been changed into a part-time employment relationship* and employees who have been laid off. In terms of fixed-term employment relationships, the shop steward is informed of the agreed duration of and *grounds for* the employment relationship.
  3. The pay group and pay grade in which an employee or the work performed by the employee belongs.
  4. The number of the company's full-time and part-time employees, twice a year. This also applies to employees who have worked during the past six months and are called to work separately, and other temporary staff.
  5. If the employer falls under the scope of the Act on Cooperation within Undertakings, the shop steward must furthermore be provided with all information to be provided to the personnel's representative in accordance with the aforementioned Act.
  6. *Material information related to the negotiations involved in local agreements in advance, to allow for sufficient familiarisation with the material. Upon request, the equivalent, necessary additional information during the negotiations. Upon request, a chance to hear experts in the service of the company and material in terms of the local agreement negotiations and, when so agreed, other experts as well.*
3. The shop steward has the right to receive the information referred to in subsections 1 and 3 once a year, when the sector's collective agreement has been made, and, after the changes attributable to this have been effected in the company, information about the employees in an employment

relationship with the company during this time. Regarding new employees, the shop steward has the right to receive the information mentioned in subsections 1–3 at least every quarter of the year.

Upon their request, the shop steward will be provided with an account of the kind of information collected in connection with hiring.

If several shop stewards, pursuant to section 2 above, have been elected in the company, the unions can agree on the principles according to which the information is divided between the shop stewards.

4. The shop steward has the same right as a shop steward referred to in legislation to study a list of emergency and Sunday work, as well as overtime, and the increased wages paid for them.
5. Shop stewards must keep the information received on the aforementioned basis for the purpose of the management of their tasks confidential.

## **Section 7 Exemption from work granted to shop steward**

Shop stewards are reserved enough exemption from work for them to be able to manage their duties as shop steward. This means accounting for the number of employees represented, the location of units, the company's cooperation system, the extent of the cooperation activities and any changes to the personnel's position brought about by business operations. The adequacy is assessed at necessary intervals upon request and especially in connection with significant changes occurring in the company or shop steward activities.

The signatory organisations emphasise that local agreements and the related preparations, in particular, usually require a clearly more extensive exemption from work than what is required normally.

The employer and shop steward agree on when the aforementioned exemption from work is granted. In this context, the parties account for the company's operational preconditions and the ability to manage the shop steward's duties in the appropriate manner.

*Unless there are reasons for some other assessment, the exemption time of a shop steward within personnel resourcing is as follows, depending on the number of employees represented:*

<i>Number of employees</i>	<i>Amount of exemption hours per three weeks</i>
<i>2–25</i>	<i>2–5 hours</i>
<i>26–50</i>	<i>5–10 hours</i>
<i>51–100</i>	<i>10–14 hours</i>
<i>101–200</i>	<i>13–20 hours</i>
<i>201–300</i>	<i>17–28 hours</i>
<i>301–800</i>	<i>24–50 hours</i>
<i>801–</i>	<i>entirely exempt from work</i>

The exemption from work does not reduce the amount of the shop steward compensation.

## **Section 8 Loss of earnings and compensation**

1. The employer compensates for the earnings lost by the shop steward during working hours either in local negotiations with the employer's representative or when carrying out other activities agreed upon with the employer.
2. When the shop steward carries out work agreed on with the employer as agreed, outside their regular working hours, such time is subject to the payment of compensation for overtime; alternatively, a union-specific agreement or an agreement between the employer and the shop steward may specify an additional compensation of some other kind.

## **Travel expenses**

3. When a shop steward travels, under orders from the employer, to carry out tasks agreed on with the employer, the shop steward is compensated for the travel expenses in accordance with the policy followed in the company.

## **Shop steward compensation**

4. A shop steward is paid a shop steward compensation on the basis of the number of the workplace's employees represented and falling under the scope of the collective agreement:

Number of employees represented	€ per month, 1 January 2016
2–4	18.08
5–25	33.16
26–50	38.18
51–100	43.20
101–200	59.28
201–300	93.44
301–	119.56

### ***Chief shop steward compensation***

5. The compensation of a chief shop steward elected in a large or regionally decentralised company (section 2(6)) is €63.30 (as of 1 January 2016), unless the shop steward compensation based on the number of employees the shop steward represents is higher.

### ***Compensation for deputy shop steward***

6. When a deputy shop steward carries out the tasks of the shop steward for at least a period of one month, the compensation is paid to the deputy instead of the shop steward.

### ***Compensation for industrial safety delegate***

7. An industrial safety delegate is paid a compensation for carrying out industrial safety tasks pursuant to the regular number of the workplace's employees as follows:

Number of employees represented	€ per month, 1 January 2016
30–100	23.11
101–200	34.16
201–300	44.21
301–	55.26

## **Section 9 Working conditions**

Shop stewards are entitled to storage space for the documents and office supplies needed for the duties. If necessary, shop stewards have the right to use, without charge, available and appropriate office premises for the management of shop steward duties. They also have the right to use the conventional office supplies in such office premises for carrying out the shop steward duties.

The concept of conventional office supplies also covers any computer devices in use in the company and the community and the related software and the internet connection (email). Practical arrangements are agreed on locally.

## **Section 10 Training of shop stewards**

1. The unions consider it *important* that shop stewards are reserved a chance, whenever possible, to participate in training apt to increase their qualifications in the performance of their duties as shop stewards.

*When a trade union training day coincides with a time which would be an ordinary workday for the shop steward, the union training period is deemed as working hours in the amount of an average workday in the work shift schedule.*

*Participation in trade union training does not reduce the right to professional training.*

2. Participation in training has been agreed on in a separate training agreement valid between the organisations (collective agreement, p. 47).
3. Following the end of the shop steward duties of a chief shop steward, the shop steward and the employer together must investigate whether the maintenance of the employee's professional skills in terms of the former job or an equivalent job requires occupational training. The employer organises training based on the results of investigation. When deciding on the content of the training, attention is paid to exemption from work, the duration of the shop steward term and the changes that occurred in working methods during that period of time.

## **Section 11 Order of negotiations**

1. Regarding questions involving the performance of work, an employee should immediately turn to supervisors and management.
2. The order of negotiations is determined according to section 32 of the collective agreement for the private social services sector.
3. If the dispute concerns the termination of the employment relationship of a shop steward referred to in this agreement, local negotiations and negotiation between federations and central organisations must be initiated and held immediately after the grounds for the termination have been contested.

## **Section 12 Validity of the agreement**

This agreement is valid as part of the collective agreement between the federations and central organisations.

Helsinki, 3 June 2016

**SIGNATORY ORGANISATIONS**

# **ASSOCIATION PROTOCOL TO THE COLLECTIVE AGREEMENT FOR THE PRIVATE SOCIAL SERVICES SECTOR**

made between the Association of Social Service Employers and the Trade Union of Education (OAJ)

## **Section 1 Scope of the agreement**

This agreement agrees on the terms of the service relationship of day-care centre managers, special needs kindergarten teachers and kindergarten teachers who meet the qualification criteria and work in private day-care centres in the employment of the member employers of the Association of Social Service Employers.

## **Section 2 Terms of the employment relationship**

The collective agreement for the private social services sector is applicable to the aforementioned employees, with the following specifications.

## **Section 3 Working hours**

A person meeting the qualification criteria and working in the tasks of the manager of a day-care centre, kindergarten teacher or special needs kindergarten teacher, whose right to annual holiday does not exceed the right to annual holiday pursuant to the collective agreement, is granted one extra day off every year for each such two holiday credit months which include at least 14 days at work or annual holidays. The maximum number of extra days off granted per year, however, is five.

Working hours planning at day-care centres:

When planning the working hours use of an employee referred to above, an adequate period of time out of the regular working hours (*38 hours 50 minutes*) in the work shift schedule is reserved for activities outside a group of children, such as the general planning of operations, planning the activities of one's own group of children and parent-teacher conferences, of which time a part can be used outside the workplace, as per the supervisor's more detailed instructions.

Generally, activities outside a group of children are deemed to take up about 8% of working hours. Regarding a person in charge of pre-primary education, the planning of working hours use must also take into account the time needed for the preparation of a curriculum and any possible child or group-specific pre-primary curriculum, and regarding the manager of day-care centre involved in the teaching and upbringing of groups of children, the time required to manage the day-care centre and supervisory work.

Work deemed as overtime must be carried out primarily at the workplace and the time spent on it or the amount of work done must be accounted for reliably; in addition, overtime is subject to the employer's order.

The start date for the credit period for the extra days off is determined by the employer. The right to receive days off can, for example, be determined according to the situation on 30 June or the situation on some other date, provided that the same credit period is applied to all employees. An employee who has worked in the relevant job for at least a year by 30 June is granted five extra days off. If, on the other hand, the employee came to the position on 1 December of the previous calendar year, they have earned three extra days off as referred to in this agreement by 30 June. With the exception of annual holidays, other absences from work are not considered equal to days at work when calculating the aforementioned right to days off. Regarding part-time employees, the extra days off accumulate in a proportion equal to the employee's working hours out of regular, full-time working hours.

The period during which the extra days off are given is decided by the employer. Usually, the free time is given after the credit period (e.g. 1 July–30 June). If days off are given prior to the end of the credit period, their number may not exceed the number of days off accumulated by then. Days off can be given one or more days at a time, depending on the employer's discretion. Days off not received are not compensated for in money. If the days off are not given due to the end of the employment relationship, for example, the employee is not entitled to a compensation in money.

#### **Section 4 Good labour relations obligation**

All industrial actions concerning this agreement in full or an individual provision herein are forbidden.

#### **Section 5 Validity**

The validity of this agreement begins on *1 February 2017* and is determined in accordance with the collective agreement for the private social services sector.

Helsinki, 10 June 2016

THE ASSOCIATION OF SOCIAL SERVICE EMPLOYERS

TRADE UNION OF EDUCATION (OAJ)

# **PROTOCOL ON COMPENSATION FOR TRAVEL EXPENSES AND WORKING HOURS IN THE PRIVATE SOCIAL SERVICES SECTOR IN SITUATIONS WHERE THE EMPLOYEE HAS SEVERAL WORK LOCATIONS**

1. The general principles concerning the reimbursement of travel expenses are determined in accordance with section 17 of the collective agreement for the private social services sector, pursuant either to the state's travel policy or the tax administration's decision.
2. If the determination of one fixed work location as the workplace is not justifiable, the workplace can be agreed to cover an area within which the work is normally carried out. In accordance with the travel policy applied, the right to daily allowance or a meal allowance is born only from business trips that extend outside the agreed area of work.
3. When agreeing on the area of work, the employee must nevertheless be defined a place equivalent to a fixed workplace as referred to in the travel policy. This can, for instance, be the location from which the employee picks up work orders or a location where the employee frequently works.
4. The employee's round-trip commute from home to the first work location and trip home from the last location is compensated for, pursuant to the travel policy, insofar as the costs exceed the round-trip travel expenses between home and fixed work location.
5. Travel expenses between work locations during a workday will be compensated for in accordance with the travel policy. Such transitions during the workday, made with the agreed vehicle/transport by the fastest route, are counted as working hours.
6. This protocol is complied with as of the date of its signature in manner equal to the valid collective agreement, and the determinations of workplaces pursuant to this protocol must be made without undue delay.

Helsinki, 3 June 2016

**SIGNATORY ORGANISATIONS**

## **PROTOCOL ON THE APPLICATION OF THE COLLECTIVE AGREEMENT FOR THE PRIVATE SOCIAL SERVICES SECTOR WHEN SUBSTITUTING FOR A FAMILY CARER**

The signatory organisations note that the family carer of a senior citizen, disabled or ill person cared for at home is, pursuant to section 27 a of the Social Welfare Act and the decree on subsidising dependent care, entitled to occasional days off. Such cases require the arrangement of substitutes.

If the substitutes are arranged by an employer complying with the collective agreement for the private social services sector, the normal starting point is to apply the industry's collective agreement to the substitute carer. However, periods of substitution can lead to a situation where strict compliance with the working hours regulations of the collective agreement in terms of the substitute carer becomes unreasonable with regard to the person to be cared for and/or the employee acting as the substitute carer. This is especially true in substitution periods that last longer than a normal shift, in which the continuous change of substitute carers over a single weekend, for example, is not functional with regard to the person who needs care and/or the employee's long commute.

The signatory organisations note that in longer-duration substitutions of a family carer that take place at the home of the person cared for, the substitute carer and their employer may agree on certain exceptional arrangements to working hours and the compensation for working hours. The objective is an agreed arrangement which could be considered reasonable from the perspective of both the person cared for and the substitute carer.

The possibility for such agreements is only applicable to situations in which the employee spends the night at the home of the person cared for.

The exceptions can be as follows:

1. The length of a shift can be agreed on in derogation of section 6 of the collective agreement, as long as the regular working hours are adjusted to accord with the collective agreement over a maximum reference period of six weeks. In accordance with the procedures on local agreements, the length of the reference period can, for exceptional reasons, be agreed to comprise a maximum of two six-week periods or four three-week periods.
2. The level of the night increment can be agreed to be lower than the night increment pursuant to section 14 of the collective agreement. The lower-than-normal night increment can be agreed to be applicable only to the

hours (of which there are a maximum of 6 hours per night) during which the employee has the right and the possibility to sleep, and during which time, according to family carer's knowledge, it is only very seldom necessary to wake up to help the person cared for. Therefore, a normal night increment pursuant to the collective agreement – which is 40% of the basic hourly salary – is paid for at least the hours between 9:00 p.m. and 12 (midnight).

The entire time during which the employee is, according to the work shift schedule, obligated to stay at the home of the person cared for, is counted as working hours.

The agreement's entry into force requires it to be sent to the relevant parties to the collective agreement. This allows said parties to contest the agreement if it has been made contrary to principles explained in the previous paragraphs. The unions will monitor the situation for the duration of the term of the agreement and provide application instructions when necessary.

Helsinki, 3 June 2016

**SIGNATORY ORGANISATIONS**

# **PROTOCOL ON THE APPLICATION OF THE COLLECTIVE AGREEMENT FOR THE PRIVATE SOCIAL SERVICES SECTOR TO THE PERSONAL ASSISTANTS OF DISABLED PERSONS**

The signatory organisations note that the collective agreement for the private social services sector must be applied when a company, organisation, foundation or an equivalent operator provides personal assistant services for the disabled pursuant to the Disabled Services Act.

This protocol aims to clarify the application of the collective agreement's key working hours regulations and allow for agreements on exceptionally long shifts.

## **Form of working hours**

Based on the nature of the work, personal assistance is subject to period-based working hours as referred to in section 6(4) of the collective agreement.

## **Use of work shift schedules**

A work shift schedule of the work shifts is prepared in advance for the reference period. This work shift schedule must be made available to the assistant no later than a week before the schedule becomes applicable.

If the employer and employee have agreed that the assistant's working hours vary according to the work situation, the shifts which are known at the time the work shift schedule is prepared are entered in it. Additional shifts can be agreed on after this. According to Chapter 2, section 5 of the Employment Contract Act, when an employer needs additional workers for tasks suitable for its part-time employees, the employer must offer these jobs to part-time employees.

The length of the reference period is a single work shift schedule – i.e. 3–6 weeks – unless there is a local agreement, pursuant to section 6(9) of the collective agreement, on a reference period the length of which covers several work shift schedules. The signatory organisations recommend that the work shift schedules be prepared for either 3 or 6 weeks.

## **Counting hours as working hours**

The entire time during which the assistant is, during the work shift schedule or after the schedule's completion, in accordance with the agreed shifts, obligated to stay with the assisted person, is counted as working hours. However, in trip, camp and travel situations pursuant to section 6(17) of the collective

agreement, and in equivalent circumstances, the possibilities for agreement provided in the section can be applied.

### **Change or cancellation of a shift**

In the event that a shift entered in the work shift schedule cannot be realised due to an unforeseen reason (such as the customer postponing or cancelling the planned shift), the employer should aim to agree on the change to the work shift schedule with the assistant, in accordance with section 6(7) of the collective agreement. If the employer and assistant fail to reach an agreement over the change, the employer can give an order on the change to the work shift schedule in accordance with said section.

If the change or cancellation of the shift occurs on the basis of the employer's order, the assistant is entitled to receive their basic salary for at least the hours according to the planned work shift schedule. Hour-specific increments (evening, night, Saturday and Sunday increments) are paid according to the time of hours worked.

### **Agreeing on exceptionally long shifts**

The personal assistance provided to disabled persons involves situations in which strict adherence to the collective agreement's working hours regulations would make the functional arrangement of assisting activities considerably more difficult.

In relation to situations in which there is a need for assistance for a longer period of time, the assistant and their employer can agree on exceptional arrangements to working hours. The objective is an agreed arrangement which can be considered reasonable from the perspective of both the assisted person and the assistant. The exception can be of the following kind:

The length of a shift can be agreed on in derogation of section 6 of the collective agreement, as long as the regular working hours are adjusted to accord with the collective agreement over the applied reference period.

The signatory organisations recommend that the agreement concerning exceptionally long shifts be sent to the parties to the collective agreement whose members the agreement concerns. The unions will monitor the situation and provide application instructions when necessary.

## **The entry into force of this protocol**

This supplementary protocol appended to the collective agreement for the private social services sector enters into force as of the date of its signature and will remain valid in the same manner as the collective agreement.

Helsinki, 21 April 2016

**SIGNATORY ORGANISATIONS**

# **PROTOCOL ON THE REFORM OF THE COLLECTIVE AGREEMENT FOR THE PRIVATE SOCIAL SERVICES SECTOR**

The signatory organisations have agreed on the reform of the collective agreement for the private social services sector within the framework of the competitiveness pact of the federations and central organisations as follows:

1. The term of the new collective agreement begins on 1 February 2017, and ends on 31 January 2018, as stated in section 35 of the collective agreement.

## **2. Personal wages and official salaries will remain unchanged**

Employees' personal wages and official salaries valid on 31 January 2017 will not be changed with this agreement solution.

## **3. Textual changes:**

The texts of the collective agreement remain unchanged, with the exception of the following changes:

### **2. Extension of working hours**

The annual working hours pursuant to the collective agreement are extended by an average of 24 hours, without changes to the annual income level.

The average weekly working hours of a full-time employee with a monthly salary will be extended by 30 minutes a week.

The extending of the weekly working hours of a full-time employee with a monthly salary is realised in proportion to what part-time work is in relation to full-time work. Part-time work refers to work the hours of which remain below the regular maximum working hours provided in the collective agreement.

The change will take effect as of 1 February 2017.

### **3. Other changes to the collective agreement**

Appendices (The content of the appendices has been taken into account in the printed collective agreement valid as of 1 February 2017 in such a way that the changed parts are shown in *italics*.)

1. The impact that the extending of weekly working hours by 30 minutes has on entries pursuant to the collective agreement
2. Local agreements on working hours
3. Banking scheme (working-time account)
4. Developing shop stewards' operational preconditions

## 5. Survival clause

### **4. Collective agreement's scope of application and early childhood education**

The parties to the collective agreement note that the collective agreement for the private social services sector has, throughout its existence, been applied to private day care centres in addition to other social services. The transition of early childhood education from the administrative sector of the Ministry of Social Affairs and Health to the administrative sector of the Ministry of Education and Culture as of 1 January 2013 does not entail changes to the scope of application of the social services sector's collective agreement; rather, the collective agreement will continue to be applicable to private day care centres, too.

### **5. The extent of the competitiveness pact**

The federations and central organisations of the labour market will assess the extent of the competitiveness pact and, subsequently, the support measures announced by the government. Should the federations and central organisations conclude the extent of the competitiveness pact entered into on 29 February 2016 and the government's measures to be insufficient, due to which an agreement will not be born, this agreement shall expire automatically, without a separate notice.

### **6. Principle of continuous negotiation**

The parties comply with the principles of continuous negotiation in their mutual relations.

Helsinki, 3 June 2016

THE ASSOCIATION OF SOCIAL SERVICE EMPLOYERS

TERVEYS- JA SOSIAALIALAN NEUVOTTELUJÄRJESTÖ TSN

TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL

UNION OF PROFESSIONAL SOCIAL WORKERS (TALENTIA)

THE NEGOTIATION ORGANISATION FOR THE FEDERATION OF PUBLIC AND PRIVATE SECTOR EMPLOYEES (JYTY), THE FEDERATION OF SALARIED EMPLOYEES PARDIA AND SUOMEN TERVEYDENHOITAJALIITTO (STHL)

1. PARTIES TO THE EMPLOYMENT RELATIONSHIP	Employer	Domicile or registered office
	Employee	Personal identity code
The aforementioned employee undertakes to perform, against remuneration, work to the aforementioned employer under the employer's management and supervision and the following terms and conditions:		
2. VALIDITY OF EMPLOYMENT CONTRACT	Start date of employment relationship The employment contract is valid <input type="checkbox"/> until further notice <input type="checkbox"/> for a fixed period of time until <input type="checkbox"/> until the following specified assignment has been carried out:  Grounds for fixed-term employment relationship:	
3. TRIAL PERIOD	A trial period is complied with as of the start date of the employment relationship (a maximum of 4 months, but nevertheless at most a half of a fixed-term employment relationship that is less than 8 months long).	
4. WORKING HOURS	<input type="checkbox"/> General working hours (section 6(1) and 6(6) of the collective agreement)	<input type="checkbox"/> Period-based working hours (section 6(4) and 6(6) of the collective agreement)
	<input type="checkbox"/> Office working hours (section 6(2) and 6(6) of the collective agreement)	<input type="checkbox"/> 8 hours per day and 38 hours 50 minutes a week/ 116.5 hours per 3 weeks or 233 hours per 6 weeks <input type="checkbox"/> Other:
<input type="checkbox"/> 116.5 hours per 3 weeks or 233 hours per 6 weeks <input type="checkbox"/> Other:		<input type="checkbox"/> 7 hours 40 minutes per day and 38 hours per week/ 114 hours per week or 228 hours per 6 weeks <input type="checkbox"/> 7 hours 21 minutes per day and 36 hours 45 minutes per week <input type="checkbox"/> Other:
<input type="checkbox"/> The work may include evening and weekend work <input type="checkbox"/> The work may include night work <input type="checkbox"/> Miscellaneous:		
The length of the meal break is _____ minutes. It is <input type="checkbox"/> included <input type="checkbox"/> not included in the working hours.		
5. TASKS	The employee's tasks at the beginning of the employment relationship/when entering into the employment contract	
6. WAGES	Time providing entitlement to service increment at the beginning of the employment relationship/when entering into the employment contract: _____ v _____ month(s)	
	At the beginning of the employment relationship/when entering into the employment contract, the employee's wages are determined as follows: (Pay group, pay grade, other):	
Amount of pay, including fixed increments: (€/month/hour)		Pay period:
The final salary will be paid <input type="checkbox"/> at the end of the employment relationship <input type="checkbox"/> no later than within two weeks of the end of the employment relationship		
7. WORKPLACE	(Fixed workplace/workplaces or a particular area/areas):	
8. GOVERNING COLLECTIVE AGREEMENT	The employment relationship is mutually subject to, in terms of pay and other terms of employment, valid legislation, appropriately provided internal instructions and rules, as well as the Collective Agreement for the Private Social Services Sector.	
9. OTHER TERMS AND CONDITIONS		
10. DATE AND SIGNATURE	Two identical copies of this agreement have been prepared, one for each contracting party.	
	Place	Date
	Employer's signature	Employee's signature

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