



KAUPAN LIITTO

Collective Agreement  
for the Commercial  
Sector and  
Wage Annex

**1. May**  
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**2014-2017**

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Collective Agreement  
for the Commercial Sector  
1 May 2014–31 January 2017

and

Wage Annex  
1 May 2014 - 29 February 2016

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**English translations of most of the statutes referred to in this collective agreement are available on the Finlex database at [www.finlex.fi/en/laki/kaannokset/](http://www.finlex.fi/en/laki/kaannokset/) (search by statute number/year).**

<sup>1</sup>Työaikalaki, no. 605 of 1996

<sup>2</sup>Työsopimuslaki, no. 55 of 2001

<sup>3</sup>Vuosilomalaki, no. 162 of 2005

<sup>4</sup>Sairausvakuutuslaki, no. 1224 of 2004

<sup>5</sup>Tartuntatautilaki, no. 583 of 1986

<sup>6</sup>Työterveyshuoltolaki, no. 1383 of 2001

<sup>7</sup>Laki nuorista työntekijöistä, no. 998 of 1993

<sup>8</sup>Valtioneuvoston asetus seulonnoista, no. 1339 of 2006

<sup>9</sup>Työehtosopimuslaki, no. 436 of 1946

<sup>10</sup>Alkoholilaki, no. 1143 of 1994

<sup>11</sup>Työturvallisuuslaki, no. 738 of 2002

<sup>12</sup>Laki työsuojelun valvonnasta ja työpaikan työsuojeluyhteistoiminnasta, no. 44 of 2006

## COLLECTIVE AGREEMENT FOR THE COMMERCIAL SECTOR

### 1. SCOPE

#### Section 1 Scope of the agreement

1. This Agreement shall be observed in enterprises operating in the following sectors:
  - a. retail trading
  - b. wholesale trading
  - c. commission trading
  - d. kiosk trading
  - e. service stations
  - f. commercial services and supporting operations
  - g. plant hire
  
2. The Agreement shall apply to employees falling within the scope of the Working Hours Act<sup>1</sup>.

### 2. EMPLOYMENT

#### Section 2 Supervision

1. The employer shall direct and allocate work.
  
2. The employer shall hire and dismiss employees.
  
3. Employees hired for certain duties may be required to perform other work falling within their occupational capacity or equivalent duties when necessary.
  
4. Both sides shall enjoy the unfettered right to organise.

### **Section 3 Employment contract and trial period**

1. The written employment contract shall include the minimum details specified in the pro forma agreement (see page 103) and its associated completion instructions.
2. Any trial period shall be agreed in the employment contract.
3. The trial period shall not exceed 4 months, unless otherwise agreed pursuant to section 4 of chapter 1 of the Employment Contracts Act<sup>2</sup>.
4. Either party may rescind the employment contract without notice during the trial period.
5. No trial period shall apply when an employee returns within a reasonable period to duties of a former kind in the service of a previous employer unless there are special grounds for such a trial period.

### **Section 4 Temporary employment contract**

1. A temporary employment contract may be concluded in accordance with section 3 of chapter 1 of the Employment Contracts Act<sup>2</sup> (see page 104).
2. The employee shall be informed of the expiration date of the employment contract in good time, and at least one week in advance where possible.
3. The employee shall compensate the employer for any loss caused by prematurely terminating temporary employment.

The compensation shall be 2 weeks' wages, or a correspondingly smaller sum when period not worked is shorter.

The set-off of compensation shall be governed by section 17 of chapter 2 of the Employment Contracts Act<sup>2</sup>.

4. The employer shall compensate the employee in accordance with section 2 of chapter 12 of the Employment Contracts Act for any loss caused by prematurely terminating temporary employment.

## Section 5 Termination of employment and layoff

### *Period of notice of termination*

1. The employer shall observe the following periods of notice of termination:

<b>duration of continuous employment</b>	<b>period of notice of termination</b>
no longer than one year	14 days
longer than 1 year but no longer than 4 years	1 month
longer than 4 years but no longer than 8 years	2 months
longer than 8 years but no longer than 12 years	4 months
longer than 12 years	6 months

2. The employee shall observe the following periods of notice of termination:

<b>duration of continuous employment</b>	<b>period of notice of termination</b>
no longer than 5 years	14 days
longer than 5 years	1 month

3. The period of notice of termination shall begin from the day following the date of serving such notice.

#### *Example 1*

##### *a. 14 days' notice*

Notice of termination of employment is served on Monday 13 January.

The period of notice begins on Tuesday 14 January.

The last day of employment is Monday 27 January.

##### *b. Notice given in months*

When the period of notice of termination is reckoned in months, the employment ends on a day with the same ordinal number as the day when the notice was served.

The employment ends on the last day of the month if there is no corresponding day of the month in which the time limit expires.



### *1 month's notice*

Notice of termination of employment is served on 1 March. The period of notice begins on 2 March. The last day of employment is 1 April.

1 March < ————— 1 month ————— > 1 April  
Notice of termination Last day of  
employment

### *2 month's notice*

31 December < ————— 2 months ————— > 28 February  
Notice of termination Last day of  
employment

4. Notice of termination of employment shall be served in a verifiable manner.
5. The employee shall be notified on demand, in writing and without delay, of the grounds for termination and of the date when the employment ends.

### **Compensation**

6. An employee who fails to observe the period of notice shall compensate the employer for the wages that are due for any period of notice that was not observed.

The set-off of compensation shall be governed by section 17 of chapter 2 of the Employment Contracts Act<sup>2</sup>.

### *Example 2*

An employee serves notice of termination of a regular employment contract and leaves immediately without observing one month's notice. The employee's monthly wage is EUR 1,610.

The employee is liable to pay the employer EUR 1,610 in compensation corresponding to the wages for the period of notice that was not observed. The employer is entitled to set off one third of the net final wage payment.

The wages due to the employee from the employer amount to EUR 855 plus EUR 935 in holiday compensation, totalling EUR 1,790. Withholding tax on the final wage payment is EUR 530.

The employer is entitled to set off a compensation receivable of EUR 420, amounting to one third of the net final wage payment of EUR 1,260 (i.e. EUR 1,790 - EUR 530). The employer retains a further compensation receivable of EUR 1,190 from the employee.

7. An employer who fails to observe the period of notice shall pay the employee full wages for any period of notice that was not observed

### *Example 3*

The employer serves an employee with 3 months' notice of termination on 1 August. The employer ends the employee's employment when the enterprise ceases trading on 31 August. The employer has to pay wages for the period of notice, together with holiday compensation accruing from the said period reckoned until 1 November.

### **Rescission of employment contract**

8. Rescission of employment contract shall be governed by section 1 of chapter 8 of the Employment Contracts Act<sup>2</sup>.

The employment shall end immediately on such rescission.

### **Layoff**

9. An employee hired in regular employment may be laid off at 14 days' notice.

An employee hired in temporary employment may be laid off in accordance with section 2 of chapter 5 of the Employment Contracts Act.

10. Advance explanation of layoff, hearing of employee views and layoff notices shall be governed by sections 3 and 4 of chapter 5 of the Employment Contracts Act.

11. An employee who has been laid off may resign in accordance with section 7 of chapter 5 of the Employment Contracts Act.

## 3. WORKING TIME

### Section 6 Working time

#### *Agreement on working time*

1. The average minimum weekly working time shall be agreed in the employment contract.

If, without justification, the weekly working time of an employee working less than 37.5 hours per week exceeds the working time agreed in the employment contract, then the weekly working time shall be agreed to correspond to the hours actually worked.

#### *Arrangement of regular working time*

2. The working week shall begin at 00.00 on Monday unless otherwise locally agreed.

3. Regular working time may be arranged as follows:

*a. Over one week*

Working time is a maximum of 9 hours in a 24-hour period and 37.5 hours a week.

#### *Example 4*

Work shifts	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
	8	7.5	6	7	9	-	-	37.5 hours

Regular working time may be extended to no longer than 10 hours in a 24-hour period when agreed at the workplace (in accordance with section 23, page 66). The agreement shall be concluded with the workplace shop steward where such a representative has been elected.

*b. Over several weeks*

The employer shall draw up a system for averaging working time in advance, whereby weekly working time shall average no more than 37.5 hours.

The averaging period may not exceed 26 weeks.

Regular working time may not exceed 9 hours in a 24-hour period, nor may the weekly working time exceed 48 hours.

No more than 9 working days of more than 8 hours may be scheduled over a 3-week period when applying the system for averaging working time.

Regular working time may be extended to no longer than 10 hours in a 24-hour period when agreed at the workplace (in accordance with section 23, page 66). The agreement shall be concluded with the workplace shop steward where such a representative has been elected.

### ***System for averaging working time***

4. The following details shall be entered in the system for averaging working time drawn up by the employer:

- the length of the averaging period,
- the total working time, and
- the dates when the averaging period begins and ends.

When preparing or planning to modify the system for averaging working time the employer shall give the shop steward or, where no shop steward has been elected, the employees an opportunity to express their views. Adequate time shall be set aside for studying the draft.

When applying the system for averaging working time the employer and the shop steward shall consider the principles governing working time planning and the prospects for using a proportioned monthly wage.

The system for averaging working time shall be announced no later than 2 weeks before the averaging period begins. If the averaging period is 9 weeks or longer, then the system for averaging working time shall be announced no later than 3 weeks before the averaging period begins.

### ***Schedule of work shifts***

5. The following details shall be entered in a schedule of work shifts drawn up by the employer:

- the beginning and end of the employee's regular working hours,
- daily rest periods, and
- the number of weeks and daily working time remaining in the averaging period, and the average weekly working time reckoned on this basis.

The employee shall be given an opportunity to state his or her views when the schedule of work shifts is drawn up.

Inexpediently short shifts shall be avoided when preparing the schedule of work shifts.

No shifts of less than 4 hours may be used except where required by the employee's needs or for some other justified reason.

The distribution of working time and days off between employees should vary.

The schedule of work shifts may be amended in accordance with the Working Hours Act<sup>1</sup>.

The schedule of work shifts shall be announced no later than 2 weeks before the working week begins.

If the working time averaging period is 9 weeks or longer, then the schedule of work shifts shall be announced no later than 3 weeks before the working week begins.

### *Example 5*

A ten-week system for averaging working time covers the period from 25 May to 2 August 2015. This period includes one weekday public holiday that reduces working time.

The working time of a full-time employee will be reduced by 7.5 hours, and so the total working time for the averaging period will be  $10 \times 37.5 - 7.5 = 367.5$  hours.

Working time reduction compensation for a week including a weekday public holiday will also be paid to employees working less than 37.5 hours in addition to their wages for hours worked.

As the length of the averaging period is not less than 9 weeks, the system for averaging working time must be displayed at least 3 weeks before the said period begins, meaning by no later than 3 May 2015.

Employees	Contracted hours per week	Total working time in period
Employee A	37.5 hours per week	367.5 hours
Työntekijä B	30 hours per week	300 hours
Employee C	20 hours per week	200 hours

### Example 6

Shifts for the first week of the system for averaging working time:

- working time not exceeding 9 hours in a 24-hour period and 48 hours per week
- no more than 9 days of more than 8 working hours in any 3-week period
- a locally agreed 30-minute meal break (r)

Schedule of work shifts for the period 25 – 31 May 2015, to be announced by no later than 3 May 2015:

	Mon 25.5.	Tue 26.5.	Wed 27.5.	Thu 28.5.	Fri 29.5.	Sat 30.5.	Sun 31.5.	Total	Remaining hours per week, average hours per week
employee A	Off	09 (r) 17.30	13 (r) 21	12 (r) 21	12 (r) 21	10 (r) 17.30	12 16	43.5 hours	324 hours in a 9-week period, average 36 hours per week
employee B	13 (r) 21	13 (r) 21	Off	Off	9 (r) 17.30	10 (r) 18	08 (r) 17	39 hours	261 hours in a 9-week period, average 29 hours per week
employee C	08 (r) 16	10 (r) 18	9 (r) 17.30	08 (r) 17	Off	08 (r) 16	Off	38 hours	162 hours in a 9-week period, average 18 hours per week

### Attendance at work

6. Unless otherwise locally agreed, attendance at work in a 24-hour period shall be:

- no more than 9 hours when regular working time is 8 hours or less
- no more than 10 hours when regular working time exceeds 8 hours
- no more than 11 hours when regular working time exceeds 9 hours

This regulation shall apply to sales assistants and other shop staff, service station employees and kiosk sales assistants.

### ***Flexible working hours***

7. Regular daily working time may not exceed 11 hours when applying flexible working hours.

### ***Daily rest period***

8. The daily rest period shall be at least 11 hours.

The employer and employee may agree other daily rest period arrangements (in accordance with section 23, page 66). Any such rest period shall nevertheless be at least 7 hours.

### ***Other working time arrangements***

9. The Parties have agreed on the following working time arrangements:

Weekly working time exceeding 37.5 hours	(page 89)
Weekly working time of 36 hours and 15 minutes	(page 92)
Working time bank	(page 94)
Staff bank	(page 97)

10. Standby time and emergency work shall be governed by the Working Hours Act<sup>1</sup>.

11. Night work shall be governed by the night work protocol (page 86) and section 26 of the Working Hours Act.

## **Section 7 Time off**

### ***Days off***

1. The employee shall have one day off in addition to the weekly time off stipulated in the Working Hours Act<sup>1</sup>.

The average working week shall be five (5) days.

The day off for clerical employees shall be a fixed day, which shall be Saturday where possible.

The day off may also be granted during a system for averaging working time by combining days off to form a continuous leave period. A local agreement (in accordance with section 23, page 66) shall be required for combining days off in the case of clerical employees.

No more than 9 working days are allowed between days off when preparing a schedule of work shifts.

Absences shall not change days off under the schedule of work shifts.

### *Example 7*

Schedule of work shifts	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Work	Off	Work	Work	Work	Work	Off

Sick leave

The day off (Off) under the schedule of work shifts falls within the sick leave and is deemed taken. The employee returns to work on Thursday.

### *Example 8*

Schedule of work shifts	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Work	Work	Work	Off	Work	Work	Off

Sick leave

The day off (Off) under the schedule of work shifts falls outside the sick leave, and so the employee returns to work on Friday.

The employer may agree a six-day working week with an employee working for less than 37.5 hours per week where so requested by the said employee.

## ***Scheduling of days off***

2. Days off shall be scheduled as follows:

### *2.1. Weekend days off*

The employee shall have days off in a Friday-Saturday, Saturday-Sunday or Sunday-Monday combination at least 17 times in the calendar year.

At least 9 weekend days off shall be granted as a Saturday-Sunday combination unless the employee only works at weekends.



Granting of weekend days off on other ordinary weekdays may be agreed locally (in accordance with section 23, page 66).

Weekend days off shall be granted proportionally to the duration of any employment that has not continued for the entire calendar year.

Weekend days off falling within the annual holiday shall be counted as weekend days off granted.

Absences shall not change days off under the schedule of work shifts.

## *2.2. Sundays off*

The employee shall have no fewer than 22 days off falling on a Sunday during the calendar year unless otherwise agreed in accordance with section 23 (page 66). Sundays off shall be granted proportionally to the duration of any employment that has not continued for the entire calendar year.

The employee shall be granted a day off on a Sunday or church holiday for justified family reasons on announcing this before the schedule of work shifts is drawn up.

The foregoing regulation shall not apply to service station employees or kiosk sales assistants.

Absences shall not change days off under the schedule of work shifts.

## *2.3. Days off on public holiday eves*

A regular employee shall have a day off on 2 of the following public holiday eves:

- Easter Saturday
- Midsummer's Eve
- Christmas Eve
- New Year's Eve.

The days off for clerical employees shall be Easter Saturday, Midsummer's Eve and Christmas Eve.

Days off on public holiday eves shall be granted in the first year of any employment that has begun before Easter week.

Days off on public holiday eves falling within the annual holiday shall be counted as days off on public holiday eves that have been granted.

Absences shall not change days off under the schedule of work shifts.

The employer may compensate for days off on public holiday eves by paying a pay rate increase of 100 % (“double time”) for regular working hours done on such days.

### ***Reduction in working time for weekday public holidays***

3. One working time reduction in a week including a weekday public holiday shall reduce the number of working days in the said week or in the system for averaging working time by 1 and the number of working hours by 7.5.

4. The reduction in working time shall be arranged by granting a day off:

- in a week including a weekday public holiday
- during the 2 preceding weeks
- during the 2 following weeks, or
- in the system for averaging working time.

A local agreement (in accordance with section 23, page 66) shall be required for reducing the working time of clerical employees in a system for averaging working time.

If Saturday is a fixed day off, then it shall also be a day off in a week including a weekday public holiday.

#### ***Example 9***

##### ***At an enterprise with no system for averaging working time:***

The average weekly working time of a sales assistant is 37.5 hours. Week 14 includes a weekday public holiday. The working time reduction may be arranged during weeks 12-16 by reducing the number of working days in the selected week by 1 and weekly working time by 7.5 hours. There will be 4 working days in the reduction week and the weekly working time will be 30 hours.

### Example 10

#### *At an enterprise using a system for averaging working time:*

The average weekly working time of a sales assistant is 37.5 hours. The third week of a 6-week system for averaging working time includes a weekday public holiday.

The 6-week system for averaging working time is as follows:

Week	1	2	3	4	5	6	Working time
			Public				225 - 7.5 =
			holiday week				217.5 hours

The reduction in working time is achieved by reducing the number of working days in any week by 1 day and the number of working hours in the period by 7.5 hours. The normal number of working days in the period is  $6 \times 5 = 30$  days. The normal number of working hours in the period is  $6 \times 37.5 = 225$  hours. The reduction is achieved by requiring 29 working days and 217.5 working hours in the period.

5. Hours of work shall be reduced to compensate for:

- Good Friday
- Easter Monday
- Ascension Day
- Midsummer's Day.

Hours of work shall also be reduced to compensate for the following public holidays when they fall on a day between Monday and Friday:

- New Year's Day
- Epiphany (6 January)
- 1 May
- Independence Day (6 December)
- Christmas Eve
- Boxing Day.

6. An employee shall be entitled to the weekday public holiday reduction, provided that his or her employment has lasted for not less than one month before the weekday public holiday. This condition concerning length of employment shall not apply to the reduction in working time arising from Finnish Independence Day (6 December).

### *Example 11*

The employment began on 24 November. By Christmas Eve it has continued for 1 month, and so the employee enjoys a weekday public holiday reduction for Christmas Eve falling on a day between Monday and Friday.

The employee will also enjoy a reduction in working time for a Finnish Independence Day (6 December) falling on a day between Monday and Friday.

7. A reduction in working time for a weekday public holiday shall be granted to an employee working less than 37.5 hours per week:

- as monetary compensation in addition to working hours performed, paid during the working time reduction period, or
- as paid time off during the working time reduction period.

The monetary compensation or reduction in working time shall be reckoned by dividing the weekly working time agreed in the employment contract by 5.

### *Example 12*

The agreed average weekly working time of an employee is 20 hours.

The working time reduction (4 hours) for a week including a weekday public holiday (e.g. Midsummer's Day) may be granted in two ways:

- as monetary compensation:  
The employee works for the agreed 20 hours in the week concerned and is paid for 24 hours.  
or
- as a reduction in working time:  
The employee works for 16 hours in the week concerned and is paid for 20 hours.

## **Section 8 Meal and coffee breaks**

### ***Meal break***

1. An employee shall have a meal break of at least one hour if regular working time exceeds 7 consecutive hours.

2. When locally agreed, the meal break may be:

- reduced by no more than 30 minutes, or

- completely eliminated, whereupon the employee shall be able to take a meal during working time.

3. The meal break shall not constitute working time when the employee is free to leave the workplace.

4. The meal break of a mobile shop employee may be eliminated if the employee is able to take a meal during working time.

5. The meal break may not be scheduled immediately at the beginning or end of the working day.

### **Coffee break**

6. When the working day is:

under 4 hours	no coffee break
not less than 4 but not more than 6 hours	1 coffee break
not less than 6 hours	2 coffee breaks

7. One extended coffee break may be arranged if two coffee breaks hamper working arrangements. Employees working continually at a cash register shall enjoy one additional break in such cases, during which other duties may be assigned to them.

## **Section 9 Additional work and overtime**

### **Additional work**

1. Additional work is any work done in addition to the contracted working time that does not exceed 40 hours per week.

Additional work done may not be deducted from hours in the remaining averaging period.

### **Overtime**

2. Overtime is work done in excess of 40 hours per week.

3. Overtime in a system for averaging working time is work done in excess of an average of 40 hours per week.

### ***Employee's consent to additional work and overtime***

4. The employee's consent to additional work and overtime shall be governed by section 18 of the Working Hours Act<sup>1</sup>.

The consent of the employee under subsection 1 of section 18 of the Working Hours Act shall be required for working time that exceeds 8 hours in a 24-hour period, or for working time in addition to a period of more than 8 hours entered in the schedule of work shifts.

### ***Pay rate increases***

5. A pay rate increase of 50 % ("time and a half") shall be paid for work done in excess of 10 hours a day or 37.5 hours a week.

A pay rate increase of 50 % ("time and a half") shall be paid to full-time employees for work done in excess of the maximum working time in a week including a weekday public holiday.

The maximum working time of a full-time employee in a week including a weekday public holiday shall be 30 hours when there is one such holiday and 22.5 hours when there are two such holidays in the week.

6. Warehouse employees shall be paid a pay rate increase of 50 % ("time and a half") after working for 10 hours and 100 % ("double time") after working for 12 hours in a 24-hour period.

No evening or night work bonuses shall be paid when the working time of a warehouse employee exceeds 12 hours in a 24-hour period.

Pay rate increases shall otherwise be paid in accordance with point 5.

7. Working time bonuses shall be excluded from basic pay when reckoning pay rate increases for additional work and overtime. Working time bonuses shall be paid with no pay rate increase for additional or overtime work.

### ***Reckoning pay rate increases in an averaging period***

8. From the hours worked under the system for averaging working time:  
a. work exceeding 10 hours in a 24-hour period shall be deducted, for which:

- a separate 50 % pay rate increase (“time and a half”) shall be paid, and
  - a 100 % pay rate increase (“double time”) shall be paid to warehouse employees after 12 hours
- b. the maximum working times of weeks in the averaging period shall be deducted:
- number of weeks x 37.5 hours, from which the number of weekday public holiday reductions x 7.5 hours shall be deducted for a full-time employee
- c. a 50 % pay rate increase shall be paid on the balance

### *Example 13*

#### *Employees working 37.5 hours*

A workplace applies a system for averaging working time with a 12-week averaging period over which the maximum total working time is  $12 \times 37.5 = 450$  hours. This period includes one weekday public holiday.

An employee has worked over the period for a total of 500 hours, 15 of which were worked in excess of 10 hours in a 24-hour period. The hours done in excess of 10 hours that are eligible for a separate 50 % pay rate increase are deducted from the total hours worked ( $500 - 15$ ), leaving 485 hours. The maximum working time for the weeks in the period in question ( $12 \times 37.5 - 7.5 = 442.5$ ) is deducted from this remainder, leaving  $485 - 442.5 = 42.5$  hours that are eligible for a 50 % pay rate increase.

### *Example 14*

#### *Employees working less than 37.5 hours*

An employee working less than 37.5 hours is contracted to work for 30 hours. The workplace applies a system for averaging working time with an averaging period of 12 weeks. The agreed working time for the averaging period is  $12 \times 30 = 360$  hours. This period includes one weekday public holiday.

An employee has worked over the period for a total of 500 hours, 15 of which were worked in excess of 10 hours in a 24-hour period. The hours done in excess of 10 hours that are eligible for a separate 50 % pay rate increase are

deducted from the total hours worked (500 - 15), leaving 485 hours. The maximum total working time for the weeks in this period (12 x 37.5 = 450 hours) is deducted from this remainder, leaving 35 hours that are eligible for a 50 % pay rate increase. The basic hourly wage is paid for the 90 hours (450-360) that constitute the difference between the maximum working time for the weeks in the averaging period and the contracted working time. 6 hours' wages are also paid in compensation for the weekday public holiday working time reduction.

9. The regular working time in an averaging period shall also include hours when the employee was absent from work for an acceptable reason that have been entered in the system for averaging working time.

### ***Payment of pay rate increases during an averaging period***

10. The basic hourly wage with no pay rate increases shall be paid on the normal wage payment day for all hours worked in the averaging period.

11. Pay rate increase components shall be paid on the wage payment day next following the end of the averaging period.

### ***Time off in lieu of compensation for additional work and overtime***

12. Compensation for additional work and overtime may be exchanged for time off in accordance with section 23 of the Working Hours Act<sup>1</sup>.

### ***Termination of employment during an averaging period***

13. If an employment contract is terminated before the averaging period ends and working time has not been balanced to an average of 37.5 hours per week, then the following payment shall be made for any hours exceeding this average:

- a. the basic wage for regular working time if
  - the employer has the right to terminate the employment contract for reasons that are due to the individual employee, or
  - the employee terminates the employment contract.
  
- b. at a 50 % pay rate increase ("time and a half") if
  - the employee has the right to rescind the employment contract, or
  - the employer has the right to make the employee redundant.



A 50 % pay rate increase (“time and a half”) shall nevertheless be paid for work done in excess of 10 hours in a 24-hour period in the cases referred to at points a. and b. Pay rate increases shall be paid to warehouse workers in accordance with point 6 of this section (see page 11).

### *Example 15*

A workplace applies a 12-week working hour averaging period with a maximum total working time of  $12 \times 37.5 = 450$  hours. The employer has made an employee redundant with effect at the end of week 8 of this period.

In weeks 1-8 the employee has worked for a total of 336 hours, 12 of which were worked in excess of 10 hours in a 24-hour period. The hours done in excess of 10 hours that are eligible for a separate 50 % pay rate increase are deducted from the total hours worked ( $336 - 12$ ), leaving 324 hours. The maximum working time for the 8 weeks in question ( $8 \times 37.5 = 300$ ) is deducted from this remainder, leaving  $324 - 300 = 24$  hours that are eligible for a 50 % pay rate increase.

14. If the average working time of a full-time employee during the averaging period falls below 37.5 hours per week on termination of the employment contract, then the hours not worked shall be deducted from the employee’s wages.

15. If the employment contract of an employee receiving a proportional monthly wage terminates during the averaging period and before balancing to the agreed average weekly working time, then the wage for regular working time shall be paid without pay rate increases for any hours exceeding the said weekly working time up to an average of 37.5 hours. The regulations of point 13 of this section shall also apply.

16. If the average working time during the averaging period of an employee receiving a proportional monthly wage falls below the agreed average weekly working time on termination of the employment contract, then the hours not worked shall be deducted from the employee’s wages.

### **Maximum overtime**

17. The 4-month tracking period (= 138 hours in 4 months) stipulated in section 19 of the Working Hours Act<sup>1</sup> shall not apply when reckoning maximum overtime during the calendar year.

### ***Hourly wage divisor***

18. The hourly wage shall be reckoned by dividing the monthly wage by 160.

### ***Additional work and overtime pay rate increase claims limitation period***

19. Claims for outstanding additional work and overtime pay rate increases shall be barred under section 38 of the Working Hours Act unless filed:

- a. within 2 years of the end of the calendar year in which the pay rate increase entitlement arose when employment continues, or
- b. within two years of the date when the employment ends.

### ***Regular weekly working time exceeding 37.5 hours***

20. If average regular working time exceeds 37.5 hours per week, then this regular working time shall be used for reckoning additional work and overtime instead of 37.5 hours, and an 8-hour day shall be used instead of a 7.5-hour day for reckoning the weekday public holiday reduction and working time reduction day.

## **Section 10 Sunday work**

1. Work may only be assigned on Sundays or church holidays where this was agreed in the employment contract or where the employee has specifically consented to this work.

2. Sunday work shall be assigned impartially with particular regard to the employee's skills, expertise and aptitude for the assignment.

3. Double time shall be paid for regular work done on Sundays or on church holidays, Independence Day (6 December) and 1 May.

Working time bonuses shall not be included in the basic wage when reckoning pay rate increases for Sunday pay. Claims for outstanding Sunday pay shall be barred in accordance with section 38 of the Working Hours Act<sup>1</sup> (see point 19 of section 9).

## 4. REMUNERATION

### Section 11 Wages

#### *Wage rates*

1. Wage rates shall depend on:
  - duties
  - education and training
  - seniority
  - bonuses
  - regional weighting

#### *Seniority*

2. Seniority shall include the following service:
  - the total time worked in the same occupational class under this collective agreement
  - time that is deemed equivalent to working time under section 7 of the Annual Holidays Act<sup>3</sup>, such as maternity, paternity and parental leave (child care leave and military service are not included in seniority).

#### *Example 16*

A person who has worked for 3 years as a kiosk sales assistant is hired as a sales assistant in a shoe shop. The time spent working as a sales assistant counts in full when reckoning seniority. The person in question is a third year sales assistant based on work experience.

3. Experience gained in other occupations shall be taken into account to a reasonable degree when it corresponds in part to the vocational experience that is required for the position. An effort shall be made to ascertain this correspondence when concluding the employment contract.

#### *Example 17*

A person with prior experience as a sales assistant is hired for warehouse duties in another enterprise. The procedure specified in point 3 of this section shall apply when reckoning seniority in this case.

### ***Education and training***

4. A person who has completed a vocational qualification that is relevant to the position shall immediately be deemed a third year employee on the pay scale.

### ***Job-specificity bonus***

5. A job-specificity bonus shall be paid to an employee performing work at a considerably higher job requirement grade than is customary.

This bonus shall be paid as a percentage of the pay scale rate.

### ***Temporary assignment***

6. An employee who is assigned to a more highly paid position for a continuous period of more than two weeks shall be paid the wage rate for the said position for any time exceeding the said two-week period.

The employer shall determine the wage impact of the transfer in advance.

### ***Change of job requirement grade***

7. In the event of a change in duties and the transfer of an employee to a higher job requirement grade, the new pay scale rate shall be determined according to the seniority level that is next highest from the previous pay scale rate.

### ***Pay exceeding the job requirement grade***

8. If the job requirement grade is higher than the grades described generally in pay scale D, then the employee's wage will be determined according to the employment contract.

### ***Language skills bonus***

9. An employee shall be paid a language skills bonus:
- when having to use more than 1 language almost daily in regular customer service, or
  - when required by the employer to use more than 1 language almost daily in other duties.

The language skills bonus shall be 5 % of the pay scale rate per additional language.

A bonus exceeding 5 % shall be paid when the employer requires higher than customary language skills.

If the language skills are only required for part of the year, (e.g. the tourist season), then the bonus shall be paid only for the period concerned.

### **Pay for part of a month**

10. Pay for part of a month shall be reckoned as follows:

- by multiplying the daily pay by the number of days of entitlement to wages where there are fewer than 13 such days, or
- by deducting the pay for days of absence from the monthly wage when there are at least 13 days of entitlement to wages.

The daily wage shall be reckoned by dividing the monthly wage by 21 unless the information system of the enterprise uses the true number of working days.

#### **Example 18**

Working

Absent

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20...

There are 8 days of entitlement to wages between day 1 and day 12.  
The monthly wage is EUR 1,848.

Pay for a working day =  $1,848/21 = \text{EUR } 88$ .  
Wage payable =  $8 \times 88 = \text{EUR } 704$ .

#### **Example 19**

Working

Absent

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21... 30

There are 13 days of entitlement to wages between day 1 and day 17.  
There are 9 working days of absence between day 18 and day 30.

The monthly wage is EUR 1,848.

Pay for a working day = 1,848/21 = EUR 88.

Pay for working days of absence = 9 × 88 = EUR 792.

Wage payable = 1,848 - 792 = EUR 1056.

### ***Pay rates for school students***

11. The school student wage may be paid to secondary, upper secondary and vocational school students for a total period not exceeding 2 months.

The school student wage shall be 70 % of the first year lowest wage for each occupational group.

After working for 2 months in an occupation referred to in this collective agreement, the wages of a school student shall correspond to those of a trainee.

### ***Pay scales***

12. The pay scales are set out in the wage annex.

### ***Employees working less than 37.5 hours***

13. The employee shall be paid an hourly rate or a proportional monthly wage.

14. The hourly rate shall be calculated by dividing the pay scale wage of a full-time employee by 160. The pay scales are set out in the wage annex.

15. A monthly wage proportioned to the agreed weekly working time and a 37.5-hour working week may be paid to the employee according to the following formula:

$$\frac{\text{pay scale wage of a full-time employee} \times \text{agreed weekly working time}}{37.5}$$

The hourly pay rate of an employee earning a proportional monthly wage shall be determined in accordance with point 14 of this section.

16. The wage shall be paid at the times of wage payment to other staff.

## **Section 12 Sales assistants and other shop staff**

### ***Training period***

1. The training period shall be 1 year.

The wage of a trainee shall be 85 % of the first year pay on pay scale B1.

The first year pay for the pay scale concerned shall be paid after completing the training period.

### ***Job requirement grades***

2. The job requirement grades shall be Sales assistant I and Sales assistant II.

Employees shall be assigned to the job requirement grade for the duties that they perform during most of their working time.

Employees shall be classified at the Sales assistant I grade unless their duties require their classification at the Sales assistant II grade.

Sales assistants shall be classified at the Sales assistant II grade if their work is particularly demanding and requires special training or a high degree of vocational ability acquired through long experience.

Classification at the Sales assistant II grade shall also require the following:

- above average specialist product knowledge
- the ability to guide and advise customers in using and applying products.

The duties of a Sales assistant II may include:

- head butcher duties in food shops and departments handling a fairly wide assortment and high volume
- sales duties of corresponding job requirement grade in other shops, for example:
  - selling construction and HEPAC accessories involving the formulation of cost estimate-based sales offers relying on drawings or directions submitted by the customer
  - sales duties requiring product assembly offers based on finished work plans submitted by the customer.

### ***Evening bonus***

3. Regardless of shop opening hours, the evening bonus specified in the wage annex shall be paid for any work that is done between 18.00 and 24.00. The bonus shall not be paid for work done on Saturday evenings.

The evening bonus shall be paid at the basic rate for work done between 18.00 and 24.00 on Sundays, church holidays, 1 May and Independence Day (6 December). The evening bonus shall be paid at double rates for work done between 18.00 and 24.00 on Sundays when a shop is open after 18.00 on Sundays in November and December.

The bonus shall also be paid to other employees (e.g. warehouse and clerical employees):

- working regularly in a shop or in its immediate vicinity and
- when the work is related to sales duties performed because the establishment is open.

The bonus may be agreed in the form of fixed monthly remuneration when the work comprises normal closing-up duties performed after the shop closes.

### ***Holiday eve bonus***

4. A holiday eve bonus equivalent to the Saturday evening bonus shall be paid for work done between 18.00 and 24.00 when a shop was open after 18.00 on the eve of a church holiday. These occasions shall be:

- Epiphany Eve
- Maundy Thursday
- Ascension Day Eve
- Midsummer's Eve
- Hallowe'en
- Christmas Eve
- New Year's Eve

The bonus shall be determined according to point 6 of this section when the eve falls on a Saturday.

The bonus shall also be paid to other staff employees in accordance with paragraph 3 of point 3 of this section.

Bonuses for the eves of 1 May and Independence Day (6 December) shall be determined in accordance with point 3 of this section.



### ***Night bonus***

5. Regardless of shop opening hours, the night bonus specified in the wage annex shall be paid for any work that is done between 00.00 and 06.00. The bonus shall not be paid for work done between 00.00 and 06.00 on Sunday morning, or on the mornings of church holidays, 1 May or Independence Day (6 December).

The bonus shall also be paid to other staff employees in accordance with paragraph 3 of point 3 of this section.

The bonus may be agreed in the form of fixed monthly remuneration when the work comprises normal closing-up duties performed after the shop closes.

### ***Saturday bonus***

6. Regardless of shop opening hours, the Saturday bonus specified in the wage annex shall be paid for any work that is done between 13.00 and 24.00 on Saturdays.

The bonus shall also be paid to other staff employees in accordance with paragraph 3 of point 3 of this section.

#### ***Example 20***

An employee's working hours end at 16.00 on a Saturday. The Saturday bonus is paid for all working hours done after 13.00, regardless of whether the hours are scheduled regular working hours, additional or overtime hours.

### ***Inventory bonus on Saturdays***

7. An inventory bonus equivalent to the Saturday bonus shall be paid for inventory work done between 13.00 and 24.00 on a Saturday.

### ***Responsibility bonus***

8. A responsibility bonus shall be paid to an employee taking care of and assuming responsibility for:

- a department or product group
- guiding and supervising other employees and planning working time
- sales or marketing plans and reporting.

The responsibility bonus shall be at least 5 % of the pay scale rate.

The bonus shall be more than 5 % when the duties and responsibilities approach those of supervisors.

**Shop manager's stand-in bonus**

9. A stand-in bonus shall be paid to an employee who deputises for the shop manager.

The size of the bonus shall depend on:

- the employee's experience in the sector
- the duration of the stand-in period
- the size of the shop.

The minimum bonus shall be:

<b>Number of permanent employees</b> (under 37.5 hours proportioned to working time)	<b>Bonus %</b>
4-5	5
6-10	10
11-20	15
21-	20

No stand-in bonus shall be paid when the employee is paid the bonus referred to at point 6 of section 11 (temporary assignment, page 34).

**Cold room and freezer unit bonus**

10. A cold room bonus shall be paid to an employee working mostly in the shop's cold storage room.

The bonus shall be at least 5 % of the pay scale rate.

11. A 20 % bonus shall be paid for any hours worked in the shop's freezer unit.

**Call-out pay**

12. An employee shall be entitled to call-out pay when called back to work after leaving the workplace to deal with an emergency outside of regular working time.

Call-out pay shall amount to 2 hours' pay in addition to the wages payable for the emergency work done.

## **Section 13 Warehouse workers**

### ***Training period***

1. The training period shall be 1 year.

The wage of a trainee shall be 85 % of the first year pay on pay scale B2.

### ***Evening bonus***

2. The evening bonus specified in the wage annex shall be paid for any work that is done between 18.00 and 22.00. The evening bonus shall be paid at double rates on Sundays, church holidays, 1 May and Independence Day (6 December).

3. The bonus shall be paid in accordance with points 3 and 4 of section 12 (page 38) when the warehouse work is connected to sales work.

### ***Night bonus***

4. The night bonus specified in the wage annex shall be paid for any work that is done between 22.00 and 06.00. The night bonus shall be paid at double rates on Sundays, church holidays, 1 May and Independence Day (6 December).

5. The bonus shall be paid in accordance with point 5 of section 12 (page 39) when the warehouse work is connected to sales work.

### ***Saturday bonus***

6. The Saturday bonus specified in the wage annex shall be paid for any work that is done between 13.00 and 22.00 on Saturdays.

7. The bonus shall be paid in accordance with point 6 of section 12 (page 39) when the warehouse work is connected to sales work.

### **Working conditions bonus**

8. Bonuses shall be paid as follows:

#### *Hard or dirty working conditions*

A bonus shall be paid for hours worked in exceptionally hard or dirty conditions.

The bonus shall be 7 - 11 % of the pay scale hourly rate.

#### *Otherwise difficult working conditions*

A bonus shall also be paid for hours worked in otherwise difficult conditions.

Examples of such work could include:

- work done outdoors or in an unheated warehouse during winter
- work in a fresh produce warehouse
- handling of hazardous materials
- manual conveying of goods in large quantities.

The bonus shall be 7 - 11 % of the pay scale hourly rate.

The bonus shall be based on an assessment of the extent to which the work of the warehouse employee differs from work done in average warehouse conditions and of the proportion of work that is done in these conditions.

Bonuses shall be agreed locally.

The agreement shall be concluded with the workplace shop steward where such a representative has been elected.

### **Frozen goods warehouse bonus**

9. A 20 % bonus shall be paid for hours worked in a frozen goods warehouse.

The bonus shall be paid for all of the hours worked by employees who mainly work in a frozen goods warehouse.

### **Workteam foreman (“nokkamies”)**

10. The foreman of a workteam shall be a specifically designated warehouse employee who:

- permanently assists the warehouse supervisor in managerial duties, and
- also performs normal warehouse duties.

The wage for this position shall be 8<sup>th</sup> year pay on pay scale B2 plus not less than 10 %.

### ***Call-out pay***

11. An employee shall be entitled to call-out pay when called back to work after leaving the workplace to deal with an emergency outside of regular working time.

Call-out pay shall amount to 2 hours' pay in addition to the wages payable for the emergency work done.

## **Section 14 Clerical employees**

### ***Training period***

1. The training period of an employee commencing employment in each clerical work sector shall be 1 year.

Completion of a training period shall be required only once when beginning work in a clerical sector.

The wage of a trainee shall be 85 % of the first year pay of a clerical employee at the job requirement grade in question.

### ***Working time bonuses***

2. The evening bonus specified in the wage annex shall be paid for any work that is done between 18.00 and 06.00. The evening bonus shall be paid at double rates on Sundays, church holidays, 1 May and Independence Day (6 December) (between 18.00 and 24.00).

The bonus shall not be payable when:

- flexible working hours are applied, or
- the employee schedules his or her own regular working hours.

The bonus shall be paid in accordance with points 3–6 of section 12 (pages 38-39) when the office duties are connected to sales work.

### ***Job requirement grades***

3. The job requirement grades are set out in the wage annex.

## **Section 15 Other occupational groups**

1. The following occupational groups shall fall within the scope of this collective agreement with the exceptions listed below:

### ***Cash-and-carry employees***

2. The wages of cash-and-carry enterprise employees shall be governed by section 13, excluding the regulations of points 3, 5 and 7 of the said section (page 41).

### ***Doormen***

3. The wages of doormen shall be governed by individual employment contract.

Bonuses for evening, holiday eve, night and Saturday work shall be paid in accordance with points 3–6 of section 12 (pages 38–39) when working time is determined according to the working hours of employees working in a shop.

Evening, night and Saturday work bonuses shall be paid in accordance with points 2, 4 and 6 of section 13 (page 41) when working time is determined on some other basis.

These bonuses may be agreed as part of the total pay.

### ***Couriers***

4. The training period shall be 1 year.

The wage of a trainee shall be 85 % of the first year pay on pay scale A.

### ***Repair seamsters***

5. The wages of a repair seamster shall be paid according to pay scale B1.

### ***Cleaners***

6. The evening bonus specified in the wage annex shall be paid for any work that is done between 18.00 and 22.00. The night bonus specified in the wage annex shall be paid for any work that is done between 22.00 and 06.00. The evening and night bonus shall be paid at double rates on Sundays, church holidays, 1 May and Independence Day (6 December).

7. The number of working days in a week may be agreed in the individual employment contract.

## 5. ABSENCES

### Section 16 Absence due to illness

#### *Conditions for payment of wages*

1. Wages shall be paid if:

- an employee is prevented from performing his or her duties according to the individual employment contract due to illness or accident, and
- the employee has not caused the said incapacity wilfully or through gross negligence.

#### *Duty of notification and medical certificate*

2. The employee shall report the absence from work, and its duration if possible, without delay. If the employee either wilfully or negligently fails to report the illness immediately, then the duty to pay wages shall commence from the time of reporting. The employee shall, without delay, give the employer a medical certificate of the incapacity to work, or some other account thereof that is acceptable to the employer.

The medical certificate shall be obtained in the first instance from the occupational health physician or some other medical practitioner designated by the employer.

A certificate issued by a public health nurse or other nurse will be deemed acceptable evidence of an illness lasting for no longer than 3 calendar days if:

- the employer has not arranged occupational health care that exceeds the statutory requirement and incorporates medical services,
- the employee has attempted and failed to secure an appointment with a public health service medical practitioner and has reported this failure to the employer, and
- the case concerns an ordinary infectious disease (e.g. flu or gastroenteritis).
- If an illness has been diagnosed as of epidemic character (e.g. influenza), then the same public health nurse or other nurse may, as required and based on an examination, issue a new certificate for no longer than a further 3 calendar days at a time.

The employer shall be entitled to require a medical certificate of incapacity to work notwithstanding the preceding paragraph if incapacity to work due to illness or accident begins during the annual holiday or a part thereof.

An employer with justified grounds for doubting an employee's incapacity to work may, as a condition of the duty to pay wages, ask the employee to obtain a new medical certificate from a medical practitioner designated by the employer.

The employer shall defray the costs of obtaining a certificate from a medical practitioner designated by the employer.

### **Wage payment**

3. Wages shall be paid as follows for each case of incapacity to work:

<b>Duration of employment at the onset of illness</b>	<b>Length of paid period</b>
Less than one month	50 % of the qualifying period under the Sickness Insurance Act <sup>4</sup>
At least one month	The qualifying period under the Sickness Insurance Act
At least 3 months but less than 3 years	4 weeks
At least 3 years but less than 5 years	5 weeks
At least 5 years but less than 10 years	6 weeks
At least 10 years	8 weeks

Irrespective of the length of employment, the paid sick leave period shall nevertheless not exceed 3 months if the employee is incapacitated for work due to violence or the threat of serious violence encountered at work.

The qualifying period under the Sickness Insurance Act is the day of falling ill and the following 9 ordinary weekdays. The qualifying period under the Sickness Insurance Act in the event of recurrence of the same illness within 30 days is the day of falling ill (see point 4, relapse).

Wages shall be paid for working days included in the said period (see point 6 of this section, page 49, employees working less than 37.5 hours).

Evening, night and Saturday bonuses shall be paid on sick leave pay if they would otherwise have accrued during the illness. The evening bonuses of sales assistants and other shop staff for Sunday evenings in November and December shall be included without increment in sick pay.



The Saturday bonus for warehouse work (see point 6 of section 13, page 41) shall be excluded from sick pay.

The employer shall remit sick pay directly to the employee and recover any health insurance compensation.

The following aspects of sick pay may be agreed locally:

- Full pay for working days included in the qualifying period under the Sickness Insurance Act<sup>4</sup>.
- Payment of the difference between the daily pay and sickness insurance compensation for working days following the qualifying period. Payment will require an account of the benefit payable.

Sick pay arising from a work-related accident shall be paid directly to the employee for a period of eligibility determined according to length of employment.

If the employee fails to provide the evidence required by Kela and sickness benefit is accordingly withheld or reduced, then the employer's duty to pay wages shall be reduced by the sum unpaid.

Any benefit or equivalent compensation received for the same incapacity to work and the same period shall be deducted from sick pay when the said benefit or compensation was paid:

- by law,
- on the basis of some other insurance financed wholly or partly by the employer, or
- from a sickness benefit fund supported by the employer.

After wages have already been paid the employer may claim compensation directly or collect it from the employee in an amount not exceeding the sum that was paid by the employer.

### **Relapse of illness**

4. Sick pay shall be determined as follows when an employee succumbs to the same illness again within 30 days of returning to work:

- the periods of absence are summed together and wages are paid for them as for a single period of illness
- wages are nevertheless paid for the qualifying period under the Sick-

ness Insurance Act<sup>4</sup>, i.e. for the day of onset of illness when this is a working day.

### Example 21

The employment has continued for one year. On falling ill the employee enjoys full pay for no longer than 4 weeks or 28 calendar days based on the length of employment. Sick pay is earned for the working days included in this period.

Absence due to illness	Absence due to illness	Absence due to illness
1 April – 13 April	21 April – 5 May	16 May – 30 May
13 days	+ 15 days	1 day
28 days		

The first period of absence due to illness is from 1 April to 13 April = 13 calendar days. Wages are paid for the working days included in this period of 13 calendar days.

The second period of absence due to the same illness is from 21 April to 16 May = 26 calendar days. Wages are paid for the working days included in the remaining (28-13) 15 calendar days between 21 April and 5 May.

The employee takes further sick leave on 30 May owing to the same illness. Wages are paid for this period only for the qualifying period under the Sickness Insurance Act, meaning the day of onset of illness on 30 May where this was a working day for the employee.

In the event of any recurrence of the same illness more than 30 days after returning to work the employee is entitled to sick pay in the same way as for a new illness.

### Quarantine

5. An employee who is absent from work pursuant to the Infectious Diseases Act<sup>5</sup> shall be paid in accordance with this section.

### ***Employees working less than 37.5 hours***

6. Wages shall be paid for working hours that have been entered in the schedule of work shifts.

In the absence of such a schedule of work shifts, wages shall be paid according to the agreed average weekly working time.

## **Section 17 Temporary leave of absence**

### ***Unexpected illness in the family***

1. Efforts shall be made to enable an employee to take a short unpaid leave of absence when cases of illness arise unexpectedly in the employee's family.

2. If a child under 10 years of age suddenly falls ill, then wages shall be paid in accordance with section 16 to the child's custodian, to the said custodian's married or unmarried spouse, or to a custodian not living in the same household as the child, for the working days that fall within a period of 1-3 calendar days.

The said wages shall be paid on condition that:

- a short leave of absence is essential to care for the child or to arrange such care, and
- the employee has notified the employer without delay of the absence, and also of its duration where possible, and
- the employee has provided a medical certificate or some other account of the child's illness that is accepted by the employer.

Wages shall be paid to employees who are not single parents if:

- the other custodian,
- the married or unmarried spouse of the custodian, or
- a custodian who does not live in the same household as the child,

is unable to arrange care or take care of the child due to paid employment, working hours, travelling distance, military or non-military service or military reserve training. An account of the impediment shall be provided on request.

Efforts shall be made to allow the employee unpaid leave of absence for longer than three calendar days when required.

### Example 22

Schedule of work shifts:      Mon   Tue   Wed   Thu   Fri   Sat   Sun  
Work   Work   Off   Work   Work   Work   Off

Child ill and employee  
absent from work

Wages are only paid for the working days (Mon-Tue) included in a period of 3 calendar days (Mon-Wed).

### Example 23

Schedule of work shifts:      Thu   Fri   Sat   Sun   Mon   Tue  
Work   Work   Off   Off   Work   Work

Child ill and employee  
absent from work

Wages are only paid for the working day (Fri) included in a period of 3 calendar days (Fri-Sun).

### **Wedding and anniversary**

3. An employee shall enjoy a day of paid leave when the day of the employee's wedding or civil partnership registration falls on a working day.
4. An employee shall enjoy a day of paid leave when the employee's 50<sup>th</sup> and 60<sup>th</sup> birthdays fall on a working day.

### **Death and funerals**

5. Efforts shall be made to enable an employee to take a short leave of absence due to the death and funeral of a close relative.

This short absence is intended to provide the time required to make arrangements arising from the death and funeral.

The employee shall provide a prior explanation of the need for any additional leave of absence exceeding one day.

Close relatives shall include a spouse, parents, grandparents, parents-in-law, a child or a sibling.

This absence shall not reduce earnings.

### ***Conscription and military reserve training***

6. An employee may participate in the call-up for national military service and the associated medical examination without loss of earnings. The medical examination shall be governed by section 18.

7. An employee shall be paid the difference between normal wages and the reserve duty pay received for military reserve training.

### ***Performance of civic duties***

8. An employee shall be paid the difference between normal wages and official compensation for lost earnings when participating during working time in the work of:

- a local council
- a local government executive board
- a local or national election committee or board.

The difference shall be paid after the employee has provided an account of the associated official compensation for lost earnings.

### ***Serious illness of a child***

9. An employee may arrange with the employer to take unpaid leave of absence when the employee's child is seriously ill<sup>1</sup>.

### ***Annual holiday benefits***

10. With the exception of leave of absence to care for a seriously ill child, the absences referred to in this section shall not affect annual holiday benefits.

## **Section 18 Medical examinations**

### ***Conditions for payment of wages***

The wages for regular working time shall not be reduced in the following cases (a - e), provided that the examinations and tests are arranged without needless loss of working time:

### *a. Diagnosis of illness*

A medical examination that is required for diagnosing an illness and the associated laboratory tests or X-ray examinations prescribed by a medical practitioner if no appointment has been secured outside of working hours.

### *b. Acute dental illness*

For the time taken to treat an acute dental illness if:

- the untreated illness causes incapacity to work, and
- the illness requires treatment on the same day or during the same work shift, and
- a certificate issued by the dental practitioner indicates incapacity for work and urgency of treatment.

### *c. Pregnancy*

Attendance of a pregnant employee at prenatal medical examinations if no appointment has been secured outside of working hours.

### *d. Statutory examinations and reviews*

When an employee attends:

- the examinations referred to in the Occupational Health Care Act<sup>6</sup>, and approved under the occupational health care maintenance plan
  - the employee shall have an opportunity to call on the assistance of a labour protection delegate in any tripartite appraisal assessing the employee's working capacity under the **Occupational Health Care Act**
- the examinations referred to in the Young Employees Act<sup>7</sup>
- the examinations referred to in the Infectious Diseases Act<sup>5</sup> and required by the employer
- the examinations required under the Infectious Diseases Act arising from the reassignment of an employee to new duties in the enterprise.

The employer shall reimburse the employee's essential travelling expenses incurred in these examinations or follow-up examinations, and shall pay a per diem allowance if the examinations are performed in another district.

### *e. Absence for other reasons*

Screening examinations (Government Decree on Screenings<sup>8</sup>: mammograms and papanicolaou tests) arranged by local authorities if appointments are not possible outside of working hours.

## Section 19 Birth of a child

### *Family leave*

1. Special maternity, maternity, paternity, adoption, parental and child care leave are governed by the Employment Contracts Act<sup>ii</sup> and the Sickness Insurance Act<sup>4</sup>.

2. An employee departing on maternity or adoption leave shall be paid:
- the difference between regular wages and the maternity benefit entitlement under the Sickness Insurance Act for a period of 3 months, or
  - regular wages for a period of 3 months, in which case the employer shall claim the associated maternity benefit that is payable under the Sickness Insurance Act.

It shall be a condition of payment that:

- the employment has continued for at least 9 months before the leave begins, and
- the employee returns to work after the family leave ends.

The difference shall be paid on condition that the employee furnishes the employer with an account of the maternity benefit paid.

If the employee fails to provide the evidence required by Kela and maternity benefit is accordingly withheld or reduced, then the employer's duty to pay wages shall be reduced by the sum unpaid.

An employee working less than 37.5 hours per week shall be paid the difference between regular wages and the maternity benefit entitlement under the Sickness Insurance Act or regular wages for 3 months reckoned according to the employee's average weekly working time over the 9-month period before the leave begins. If the average weekly working time falls below the hours agreed in the employment contract, then the difference shall be paid according to the weekly working time that was agreed.

The employer shall have no duty to pay wages for a new maternity leave if the employee has not returned to work from a previous family leave.

An employee departing on paternity leave shall be paid the difference between regular wages and the paternity benefit entitlement under the Sickness Insurance Act<sup>iv</sup> for the first 6 days of paternity leave or regular wages for a

corresponding period, in which case the employer shall claim the associated paternity benefit that is payable under the Sickness Insurance Act. The foregoing regulations shall be observed in other respects.

Other family leaves shall be unpaid.

### ***Notification periods***

3. An employee shall notify the employer of maternity, paternity, parental and childcare leave no later than two months before the leave begins.

The notification period shall be one month, however, if the leave does not exceed 12 ordinary weekdays.

The employee should furnish the employer in good time with an overall plan of how both parents will take these leaves of absence.

### ***Rescheduling of leave***

4. An employee may reschedule previously notified maternity, paternity, parental or childcare leave at one month's notice for a legitimate reason of the kind specified in the Employment Contracts Act<sup>ii</sup>.

An employee may bring forward the time of maternity leave or reschedule paternity leave that was intended to be taken at the time of birth where this is necessary due to confinement or for the health of the child, mother or father. The employer shall be notified of the change at the earliest opportunity.

The employer has no duty to pay sick pay for periods of parental or childcare leave notified under the Employment Contracts Act<sup>2</sup> when an employee interrupts parental or childcare leave due to incapacity to work.

### ***Working during leave***

5. Parental leave and childcare leave are intended for the care of a child.

An employee may work during the leave provided that care of the child is not prevented or disrupted.



## 6. ANNUAL HOLIDAY

### Section 20 Annual holiday

1. Annual holiday benefits shall be governed by the Annual Holidays Act<sup>3</sup> and by this collective agreement.

#### *Duration of holiday*

2. The holiday earned for a full leave-earning month shall depend on the duration of employment by the end of the leave-earning year (1 April – 31 March) as follows:

- less than one year                      2 ordinary weekdays
- one year or more                        2.5 ordinary weekdays.

A full leave-earning month is a calendar month in which the employee has worked:

- on no fewer than 14 days, or
- for not less than 35 hours.

Annual holiday shall be earned on the basis of either the 14-day rule or the 35-hour rule.

Holiday earned shall be based on the 35-hour rule when the employee works on fewer than 14 days per month according to the employment contract.

#### *Example 24*

The regular employment contract of an employee on a 37.5-hour working week is terminated without notice under the trial period after 10 working days (= 75 working hours). Under the employment contract, the employee would have been able to work on 14 working days per month if the employment had continued. The holiday entitlement is then reckoned on the basis of the "14 working day" rule.

While the employee does not earn any days of annual holiday, percentage holiday compensation is payable under the collective agreement.

### *Example 25*

The temporary employment contract of an employee working a 37.5-hour week expires after 10 working days (= 75 working hours) as agreed. Under the employment contract, the employee would not have been able to work on 14 working days per month during the employment period. The holiday entitlement is then reckoned on the basis of the “35 working hour” rule.

The employee earned 2 days of annual holiday for the employment period, and holiday compensation is payable on this basis.

### *Example 26*

The employee works for 8 hours per day on 3 working days per week. The employment contract does not enable the employee to work on 14 working days per month. The holiday entitlement is then reckoned on the basis of the “35 working hour” rule.

The employee will earn annual holiday for every month in which there are at least 35 working hours.

### ***Granting annual holiday***

3. The employer shall determine the time of the annual holiday in accordance with the Annual Holidays Act<sup>3</sup>.

The employer shall give the employee or the employee’s representative an opportunity to express an opinion on the time of the annual holiday before finalising the matter.

The summer and winter holidays should not be scheduled as a single consecutive period.

Sundays and church festivals, Easter Saturday, 1 May, Midsummer’s Eve, Independence Day (6 December) and Christmas Eve shall not be counted as days of annual holiday.

### ***Annual holiday and days off***

4. The employee’s consent shall be required for the annual holiday to begin on a day off.

A holiday of at least 6 days may be scheduled to begin on a Monday off without the employee's consent.

A holiday of no more than 3 days may not include a day off without the employee's consent.

If a holiday of at least 6 days ends on some weekday other than Saturday, then the employee shall be entitled to one day off in the said week in addition to the days of holiday.

If a statutory annual holiday of at least 6 days:

- begins on a Monday, then the Sunday immediately preceding the start of the holiday shall be a day off,
- ends on a Saturday, then the Sunday immediately following the end of the holiday shall be a day off.

### ***Payment of holiday pay and holiday compensation***

5. Holiday pay shall be paid before the holiday begins unless an agreement for the individual workplace (concluded in accordance with section 23, page 66) stipulates that it may be paid on the normal wage payment day of the enterprise. The agreement shall be concluded with the enterprise shop steward where such a representative has been elected.

Pay for a holiday not exceeding 6 days may be paid on the normal wage payment day of the enterprise.

Holiday compensation shall be paid in accordance with the Annual Holidays Act<sup>3</sup> when the employment ends.

### ***Annual holiday pay***

6. The divisor for holiday pay shall be 25.

Commission-based holiday pay shall be governed by the Annual Holidays Act<sup>3</sup>.

An employee's holiday pay shall be reckoned in accordance with points 8-11 of this section if the employee's working time and corresponding pay have changed during the leave-earning year and the employee is paid by the month at the end of the leave-earning year (31 March).

### ***Effect of bonuses in annual holiday pay***

7. Bonuses of varying size based on the collective agreement shall be added to holiday pay and holiday compensation.

These include bonuses for evening, night and Saturday work, and the bonus that is paid for regular Sunday work when the employee has consented to working on Sundays in the employment contract, or when the employment contract requires the employee to work on all days of the week.

The following proportions of the bonuses paid during the leave-earning year shall be added to holiday pay and holiday compensation:

- 10 % when the employment has continued for less than one year by the end of the leave-earning year (31 March), and
- 12.5 % when the employment has continued for not less than one year by the end of the leave-earning year (31 March).

### ***Employees working less than 37.5 hours***

8. The following proportions of earnings for the leave-earning year shall constitute the holiday pay or holiday compensation of both hourly paid employees and of employees receiving a proportional monthly wage:

- 10 % when the employment has continued for less than one year by the end of the leave-earning year (31 March), and
- 12.5 % when the employment has continued for not less than one year by the end of the leave-earning year (31 March).

#### ***Example 27***

By the end of the leave-earning year (31 March) an employee has been employed for 8 months, of which at least 35 hours were worked in 5 months. The total earnings for all working time in the leave-earning year from 1 April to 31 March, including evening and Saturday work bonuses, amount to EUR 6,130.

The employee has earned  $5 \times 2$  days = 10 days of annual holiday, and will receive 10 % of EUR 6,130 = EUR 613 in holiday pay. The pay for one day of annual holiday is reckoned by dividing the holiday pay by the number of days of holiday, i.e.  $\text{EUR } 613/10 = \text{EUR } 61,30$ .

The holiday bonus payable will be 50 % of EUR 613 = EUR 306.50.

### *Example 28*

A sales assistant has been employed for more than one year by the end of the leave-earning year (31 March) and has worked for not less than 35 hours every month.

The total earnings for all working time in the leave-earning year from 1 April to 31 March, including evening and Saturday work bonuses, amount to EUR 16,320. The calculated pay for periods of absence in accordance with point 9 of this section will be added to earnings for time at work if the said absences would have occurred during the leave-earning year.

Any holiday pay and holiday bonus paid is not counted as earnings for working time.

The employee has earned  $12 \times 2.5$  days = 30 days of annual holiday. The accrued holiday will be granted as a summer holiday of 24 days and a winter holiday of 6 days,

and the employee will receive 12.5 % of EUR 16,320 = EUR 2,040 in holiday pay.

The pay for one day of annual holiday is reckoned by dividing the holiday pay by the number of days of holiday, i.e.  $\text{EUR } 2,040 / 30 = \text{EUR } 68$ . The summer holiday pay will be  $24 \times 68 = \text{EUR } 1,632$  and the winter holiday pay will be  $6 \times 68 = \text{EUR } 408$ . The holiday bonus will be 50 % of the summer and winter holiday pay.

9. Earnings for the leave-earning year (1 April to 31 March) shall comprise:
- pay for hours worked, excluding pay for emergency work and overtime
  - pay for periods of absence (see sections 17 – 18, pages 49-52), and
  - calculated pay.
10. The following shall be added to wages paid:
- calculated pay for a total of no more than 75 working days of absence due to illness in a leave-earning year (this period includes paid sick leave days)

### Example 29

a. An employee working a 5-day week has been employed for 4 years. The employee has had a total of 40 working days of paid absence due to illness during the leave-earning year, together with a 9-week continuous absence due to illness, with respect to which wages were paid for 5 weeks, meaning 25 working days.

The earnings for the leave-earning year are reckoned to include the pay for 65 working days of absence due to illness (i.e. 40 + 25) together with calculated pay for 10 days, i.e. pay for a total of 75 working days.

b. An employee working a 5-day week has been employed for 11 years. The employee has had a total of 40 working days of paid absence due to illness during the leave-earning year, together with a 9-week continuous absence due to illness, with respect to which wages were paid for 8 weeks, meaning 40 working days.

The earnings for the leave-earning year are reckoned to include the pay for 75 working days of absence due to illness (i.e. 40 + 35).

- calculated pay for a total of no more than 105 calendar days of absence due to illness when earning annual holiday under the 35-hour rule (the 105 calendar day period includes paid sick leave days)
- calculated pay for maternity, paternity and parental leave
- calculated pay for no more than 30 working days of layoff in each layoff period
- calculated pay for a total of no more than 42 working days of layoff when earning annual holiday under the 35-hour rule
- calculated pay for temporary childcare leave (see section 6 of chapter 4 of the Employment Contracts Act<sup>2</sup>)
- calculated pay for absences due to compelling family reasons (see section 7 of chapter 4 of the Employment Contracts Act)
- calculated pay for a total of no more than 75 working days of medical rehabilitation due to an occupational disease or accident
- calculated pay for a total of no more than 105 calendar days of medical rehabilitation due to an occupational disease or accident when earning annual holiday under the 35-hour rule
- calculated pay for absence when complying with an official order issued to prevent the spread of disease

11. Calculated pay shall be determined according to the hourly wage and agreed average weekly working time when the absence begins, or according to the employee's agreed monthly wage at this time.

If the average weekly working time of an hourly paid employee has not been agreed, then the calculated pay shall be determined according to the average weekly hours worked over the twelve (12) weeks preceding the absence.

12. If an employee working less than 37.5 hours per week has no days of annual holiday, then holiday compensation shall be paid by no later than the end of the leave-taking period (30 September).

## **Section 21 Holiday bonus**

### ***Size of holiday bonus***

1. Holiday bonus shall be 50 % of the holiday pay equivalent of the annual holiday earned under the Annual Holidays Act<sup>3</sup>.

### ***Conditions of payment***

2. Holiday bonus shall be paid when the employee:

- begins the annual holiday at the time that was announced or agreed, and
- returns to work immediately after the holiday.

Holiday bonus shall also be paid when the employee:

- has been absent from work with the employer's consent immediately before or after the holiday, or
- has been prevented from returning to work for a reason referred to in subsection 2 of section 7 of the Annual Holidays Act<sup>3</sup>.

Holiday bonus may be recovered from the employee if these conditions are not satisfied.

### ***Example 30***

An employee working for 37.5 hours a week takes a summer holiday of 24 days and a winter holiday of 6 days. The employee's basic monthly wage is EUR 1,680 and monthly bonuses of 5 % amounting to EUR 84 were also earned. The employee earned EUR 968 in hourly bonuses (for evening and Saturday

work) in the leave-earning year from 1 April to 31 March. 12.5 % of this sum, amounting to EUR 121, will be added to the annual holiday pay.

The summer holiday pay shall be:

$$\frac{(\text{EUR } 1,680 + \text{EUR } 84)}{25} \times 24 + (24/30 \times \text{EUR } 121) = \text{EUR } 1,790.24$$

The holiday bonus for the summer holiday will be 50 % of the summer holiday pay of EUR 1,790.24, i.e. EUR 895.12.

The winter holiday pay shall be:

$$\frac{(\text{EUR } 1,680 + \text{EUR } 84)}{25} \times 6 + (6/30 \times \text{EUR } 121) = \text{EUR } 447.56$$

The holiday bonus for the winter holiday will be 50 % of the winter holiday pay of EUR 447.56, i.e. EUR 223.78.

The total holiday bonus for the summer and winter holiday will be EUR 1,118.90.

### ***Child care leave***

3. With respect to annual holiday to be taken during child care leave or that ends with child care leave, holiday bonus shall be paid after the employee returns to work from child care leave in accordance with the original or amended advance notification.

### ***National military service***

4. Holiday bonus shall be paid to an employee on duly returning to work after completing national military service.

The holiday bonus shall be 50 % of the holiday pay or holiday compensation paid before embarking on national military service.

### ***Termination of employment during annual holiday***

5. Holiday bonus shall be paid when the employee is made redundant during the annual holiday or on the last day of the annual holiday.



### *Example 31*

An employee was made redundant on 30 May with effect as of 30 July. The employee's summer holiday was scheduled for the period from 14 July to 10 August.

The employee receives a holiday bonus of 50 % of the holiday pay for the scheduled summer holiday (14 July to 10 August). No holiday bonus is payable in respect of holiday compensation payable with the final wage settlement.

### **Retirement**

6. Holiday bonus shall be paid in respect of holiday pay and holiday compensation when an employee retires on old-age, invalidity, or early old-age pension.

### **Time of payment**

7. Holiday bonus shall be paid when the holiday begins, unless other payment arrangements have been agreed at the individual workplace (in accordance with section 23, page 66) The agreement shall be concluded with the enterprise shop steward where such a representative has been elected.

Half of the summer holiday bonus may be paid by no later than the last wage payment day before Christmas. Holiday bonus shall be paid with the final wage settlement if the employment ends before this time.

### *Example 32*

An employee's holiday bonus for the summer holiday is EUR 895.12. This sum is paid when the holiday begins.

Another option is to pay half of the holiday bonus (i.e. EUR 447.56) when the holiday begins. The remaining EUR 447.56 will then be paid by no later than the last wage payment day before Christmas.

If the employment ends in October, for example, then the remaining holiday bonus outstanding will be paid with the final wage settlement.

Holiday bonus for holidays not exceeding 6 days may be paid on the normal wage payment day for the enterprise.

### ***Exchange of holiday bonus for time off***

8. The employer and the employee may agree in writing that the holiday bonus will be taken as a corresponding period of paid time off.

The employee shall earn annual holiday for any such time off.

The provisions of the Annual Holidays Act<sup>3</sup> shall govern such time off in cases of sickness.

#### ***Example 33***

An employee has a holiday bonus of EUR 600 and an hourly wage rate of EUR 10.

The employer and employee have agreed that the whole of the holiday bonus will be exchanged for time off. The employee receives 60 hours of paid time off.

#### ***Example 34***

An employee has a holiday bonus of EUR 750 and an hourly wage rate of EUR 11.59. The employee works for 30 hours per week according to the employment contract. The employer and employee have agreed that the employee will take two weeks of holiday bonus leave.

The employee's entire holiday bonus leave would be 64.71 hours, from which the working time for two weeks' is deducted (60 hours per 2 weeks). The remaining hours (4.71 hours) are paid in cash. The employee receives two weeks of paid time off (30 hours per week) and is also paid EUR 54.59 in holiday bonus.

### ***Employees working less than 37.5 hours***

9. Holiday bonus shall only be paid if the employee has earned days of annual holiday.

## 7. TRAVEL

### Section 22 Travel expenses

#### *Travel expenses*

1. Travel expenses shall be reimbursed in the following alternative ways:
  - under the State travelling regulation
  - under the decision of the National Board of Taxes
  - under the enterprise travelling regulation

#### *Enterprise travelling regulation*

2. The reimbursements of the enterprise travelling regulation shall be determined in accordance with the State travelling regulation and the payment principles (time limits) specified in the decision of the National Board of Taxes.

#### *Per diem allowance*

3. No per diem allowance shall be paid when applying the decision of the National Board of Taxes or the enterprise travelling regulation if:
  - the employee performs work-related travel for an enterprise that is limited by region and operates in several local authority districts
  - the employee participates at the employer's expense in training that is internal to the enterprise or trading group.

#### *Meal allowances*

4. A meals allowance shall be paid when:
  - work-related travel lasts for not less than 6 hours, and
  - the employee has no opportunity for ordinary or corresponding workplace meals or for meals at home.

No meals expenses shall be paid when:

- the employee receives a per diem allowance in full or in part, or
- the employee works in another establishment of the enterprise in the same district.

The meal allowance shall be determined according to the State travelling regulation.

## 8. LOCAL COLLECTIVE BARGAINING

### Section 23 Local collective bargaining

1. In an agreement for an individual workplace:
  - the parties shall, unless otherwise stipulated in the collective agreement, be the employer and one or more employees or the shop steward
  - the agreement shall be made in writing
  - the agreement may be concluded for a specified period or until further notice
  - the period of notice for any agreement concluded until further notice shall be 3 months
  - any agreement concluded for a specified period longer than 9 months shall be subject to termination at 3 months' notice
  - the terms and conditions of the collective agreement shall apply after the local agreement expires.
2. An agreed arrangement that is bound to a certain time period shall continue in force until the end of the said period notwithstanding termination.

## 9. MISCELLANEOUS REGULATIONS

### Section 24 Miscellaneous regulations

#### *Applicable agreements*

1. A shop stewards agreement and a training agreement shall form part of the collective agreement for the commercial sector. The following current agreements and recommendations of the national labour and employer confederations shall also be observed:
  - The agreement on collection of membership subscriptions, dated 3 April 1989
  - The agreement on improving meals at workplaces, dated 12 February 1976
  - The recommendation on prevention of substance abuse problems, processing of matters of substance abuse and referral for treatment at workplaces, dated 12 January 2006
  - The co-operation agreement, implementation regulations for the commercial sector, dated 1 October 2007

- The General Agreement between the Employers' Confederation of Service Industries (LTK) and the Central Organisation of Finnish Trade Unions (SAK), dated 15 November 1990

### ***Collection of membership subscriptions***

2. At the employee's request, the employer shall withhold membership subscriptions to Service Unions United PAM and shall credit them to the union's bank account.

This collection shall comply with the current agreement between the national labour and employer confederations.

### ***Meetings at the workplace***

3. The associations, branches, local chapters or other affiliates of PAM may hold meetings outside of working hours to discuss employment issues, provided that:

- the holding of a meeting is agreed with the employer at least three days in advance where possible,
- the employer designates a suitable meeting place, and
- the organiser takes responsibility for order at the meeting and for keeping the meeting room clean and tidy

The organiser shall be entitled to invite union representatives to the meeting.

### ***Shop steward***

4. The employer shall explain the company's collective bargaining and shop steward system to new employees.

The employer and the shop steward shall agree on practical arrangements for notifying employees of shop steward business.

The agreement on shop stewards is appended to this agreement on pages 107-118.

### ***Members of the Delegate Council and Executive Board of PAM***

5. An opportunity shall be arranged for a member of the Delegate Council of PAM to participate in the Delegate Council Congress, and for a member of the PAM Executive Board to attend meetings of the said Board.

### ***Familiarisation***

6. The person assigned to familiarise new employees, on-the-job trainees and work experience interns, or to supervise skills tests, shall be designated in advance and vocationally competent. This person shall be given sufficient time to perform the assignment.

### ***Group life insurance***

7. The employer shall defray the costs of group life insurance cover for the employees.

### ***Working attire - sales staff***

8. The employer shall furnish permanently employed sales staff with serviceable working attire.

The employer shall take care of working attire owned by the employer unless otherwise locally agreed.

### ***Working attire - warehouse staff***

9. The employer shall furnish permanently employed warehouse staff with overalls or working attire and working gloves.

The employer will continue to own and care for these garments.

### ***Cash register deficit (short till)***

10. The employer and the employee shall investigate the reasons for any cash register deficit before any action is taken to recover compensation for losses.

The collective agreement negotiating procedure shall be followed if no consensus is reached.

## 10. NEGOTIATING PROCEDURE AND INDUSTRIAL PEACE

### Section 25 Disputes

#### *Local grievance procedure*

1. Disputes arising from the collective agreement shall be negotiated initially between the employer and the employee or between the employer and the shop steward.

A memorandum of the dispute (page 102) shall be prepared in duplicate when no settlement can be reached.

#### *Inter-federation negotiations*

2. The local parties may refer a dispute to the federations for settlement.

#### *Negotiating procedure*

3. Local and inter-federation negotiations shall be initiated and conducted without delay.

#### *Labour Court*

4. Any dispute that remains unresolved in inter-federation negotiations may be submitted to the Labour Court for settlement.

### Section 26 Industrial peace and breaches of the collective agreement

1. All industrial action measures directed against this agreement shall be prohibited.

2. The consequences of infringing this collective agreement shall be governed by the Collective Agreements Act<sup>9</sup> that is current at the time of signing this agreement.

## 11. VALIDITY

### **Section 27 Duration of the Agreement**

1. This Agreement shall remain in force until 31 January 2017.
2. After 31 January 2017 the agreement shall continue in force for one year at a time unless written notice of termination is served no later than one month before the end of the validity period.
3. The said notice of termination shall include detailed written proposals for amending the agreement; otherwise the notice of termination shall be null and void.
4. Should no agreement on negotiated increases for the second period of the pact for employment and growth be reached in bargaining between the national labour market confederations on or before 15 June 2015, then either of the federations may serve 4 months' notice of termination of this agreement with effect from 29 February 2016.



## **SELECTION OF RELEVANT PROTOCOL AGREEMENTS**

# PROTOCOL ON SERVICE STATION EMPLOYEES

## Section 1 Scope

1. This protocol applies to all service station employees.
2. The collective agreement shall govern the terms and conditions of service of all service station employees subject to the following exceptions:

## Section 2 Sunday work

Sunday work shall be governed by section 33 of the Working Hours Act<sup>1</sup>.

Double time shall be paid for regular work done on Sundays or on church holidays, Independence Day (6 December) and 1 May.

Working time bonuses shall not be included in the basic wage when reckoning pay rate increases for Sunday pay. Claims for Sunday compensation shall expire in accordance with section 38 of the Working Hours Act (in the same way as compensation for additional work and overtime, see clause 19 of section 9, page 32).

## Section 3 Wages

### *Training period*

1. The training period shall be 1 year.

A car washer and service station cleaner shall be 1<sup>st</sup> year employees immediately.

The trainee wage shall be 85 % of the 1<sup>st</sup> year lowest pay scale for each occupational group.

## **Pay scales**

### 2. Pay scales

<b>Collective agreement job title</b>	<b>Pay scale</b>
Service station employee I	A
Service station employee II	B1
Service mechanic I	B2
Service mechanic II	C1
Service mechanic III	C2

The pay scale shall be determined according to the work done during most of the employee's working time.

A service station employee shall be assigned to pay scale B1 when working at a service station with:

- a daily consumer goods shop stocking not less than 2,000 articles, or
- a cafeteria or restaurant preparing lunch or corresponding food portions in its own kitchen.

In other cases the employee shall be assigned to pay scale A unless subject to regulations governing restaurant employees.

An employee whose working time is mainly spent serving as an assistant shall be assigned to pay scale A.

#### **Service station restaurant employee**

3. A service station restaurant employee shall refer to an employee whose work mainly involves duties within a restaurant with a type A or type B liquor licence operating at a service station.

An employee serving alcoholic beverages not exceeding 4.7 per cent by volume shall nevertheless be assigned to pay scale B1.

#### **Deputising for a responsible attendant**

4. A service station restaurant employee whom the employer assigns to deputise for a responsible attendant at a licensed restaurant shall be paid the hourly rate specified in the wage annex for these working hours.

The pay of an employee whose personal wage is already not less than the hourly rate specified in the wage annex shall not change.

A licensed restaurant shall denote a restaurant with a type A or type B liquor licence.

### ***Service station restaurant supervisor***

5. The wages of a restaurant supervisor working at a service station and of the responsible attendant required under the Alcohol Act<sup>10</sup> and designated by the employer shall be determined according to the wage annex.

### ***Job requirement grades of service mechanics***

6. The following job requirement grades of service mechanics shall be determined according to the principal duties of the position:

Service mechanic I: Lubrication, oil changing and chassis work, exhaust system repair and tyre work, and vehicle bodywork servicing.

The pay scale of a service mechanic I shall be B2.

Service mechanic II: Periodic and brand servicing, brake, clutch and steering assembly work, testing and consequent adjusting work.

The pay scale of a service mechanic II shall be C1.

Service mechanic III: Demanding installations, such as repairs to engine and transmission assemblies and diesel equipment.

The pay scale of a service mechanic III shall be C2.

## **Section 4 Bonuses**

### **1. Service station with a daily consumer goods shop stocking fewer than 2,000 articles or with no daily consumer goods shop:**

- The evening bonus specified in the wage annex shall be paid for any work that is done between 18.00 and 24.00. A double bonus shall be paid on Sundays, church holidays, 1 May and Independence Day (6 December).
- The night bonus specified in the wage annex shall be paid for any work that is done between 00.00 and 06.00. A single bonus shall be paid on Sundays, church holidays, 1 May and Independence Day (6 December).

**2. Service station with a daily consumer goods shop stocking not less than 2,000 articles and with a daily consumer goods shop of sales area not exceeding 400 m<sup>2</sup>:**

- The evening bonus specified in the wage annex shall be paid for any work that is done between 18.00 and 24.00. A double bonus shall be paid on Sundays, church holidays, 1 May and Independence Day (6 December).
- The night bonus specified in the wage annex shall be paid for any work that is done between 00.00 and 06.00. A single bonus shall be paid on Sundays, church holidays, 1 May and Independence Day (6 December).

**3. Service station with a daily consumer goods shop exceeding 400 m<sup>2</sup>:**

- Bonuses for work done in the daily consumer goods shop shall be paid in accordance with section 12 of the collective agreement (page 37).
- Bonuses for work done elsewhere than in the daily consumer goods shop shall be paid in accordance with clause 1 of this section.

***Language skills bonus***

4. A language skills bonus shall be paid when an employee has to use more than one language almost daily in regular customer service.  
The language bonus shall be 5 per cent of the pay scale rate.

***Call-out pay***

5. An employee shall be entitled to call-out pay when called back to work after leaving the workplace to deal with an emergency outside of regular working hours.

Call-out pay shall amount to 2 hours' pay in addition to the wages payable for the emergency work done.

**Section 5 Working clothes**

1. The employer shall procure working clothes for the employee.
2. The employer shall take care of working clothes that are owned by the employer.
3. The employer shall procure overalls and gloves for a service mechanic, car washer and chassis protection operative.

## SALES ASSISTANTS WORKING ON COMMISSION

### Section 1 Personal commission pay

The following considerations shall govern commission:

- Regardless of any fault arising in the goods after sale, commission shall be paid in full if the fault arose in manufacturing or shipping the goods and was not known when concluding the sale.
- A sales assistant shall be entitled to commissions falling due after the employment has ended on the same principles as those that fall due while the employment continues.
- The effect of any transfer on commission accruing shall be investigated when transferring a sales assistant from duties under the employment contract to substantially different duties.

### Section 2 Average daily wage

1. The average daily wage with respect to commission shall be reckoned twice per calendar year on the basis of earnings for the preceding 12 calendar months (the reckoning period).

The commission that has been paid and that has fallen due for payment for regular working time during the reckoning period shall be divided by the actual number of working days in the reckoning period.

The hourly wage shall be reckoned by dividing the daily wage by the average hours of a working day.

2. The federations recommend reckoning periods from 1 April to 31 March and from 1 October to 30 September.

3. Reckoning when employment begins after the start of the calendar year shall be based on the average earnings of calendar months included in the employment.

The provision in clause 1 of this section shall apply in other respects.

## SALES STAFF AND BUYERS IN WHOLESALE TRADING

### Section 1 Scope

1. This protocol applies to sales staff and employees working in sales-related customer advisory capacities in wholesale trading.
2. This protocol does not apply to sales staff working in wholesale trading either wholly or partly on commission.

### Section 2 Job requirement grades

1. Assignment to job requirement grades shall allow for the following and other job requirement factors:
  - the initiative and independence required for the duties
  - the responsibility and scope of independent decision making
  - the special expertise required for the duties
  - business competence
  - duties of planning
  - procurement of new customers
  - guidance and supervisory duties.
2. The following job requirement grades shall apply to sales staff in retail trading:

#### **Wholesale sales assistant I**

Normal sales work, typically involving:

- selling and offering as instructed
- receiving orders
- sales travel as instructed
- top-up orders
- buyer duties of corresponding standard as instructed.

The pay scale for a wholesale sales assistant I shall be D.

### **Wholesale sales assistant II**

Demanding sales work, typically involving:

- responsibility for offering and selling all articles in a class of goods
- participation in buying functions
- guiding and advising customers
- sales promotion
- sales travel as instructed
- buyer duties of corresponding standard.

### **Wholesale sales assistant III**

Highly demanding sales work, typically involving:

- independent duties, for example with respect to annual agreements, customers and offers
- independent planning, implementation and monitoring of demanding marketing functions
- buyer duties of corresponding standard.

The pay scale rates for Wholesale sales assistant II and Wholesale sales assistant III grades are set out in the wage annex.

### **Section 3 Other regulations**

The collective agreement and its provisions on clerical employees shall apply in other respects.



## KIOSK SALES ASSISTANTS

### Section 1 Scope

1. This protocol applies to kiosk sales assistants working in fixed kiosks or equivalent shops.

Kiosk or equivalent trading shall denote trading that is practiced from commercial premises in which the sales area of the kiosk shop in permanent commercial use does not exceed 100 square metres.

2. This protocol does not apply to employees in street kitchen kiosks.

3. The terms and conditions of kiosk sales assistants falling within the scope of this protocol shall be governed in applicable respects by the collective agreement, subject to the following exceptions.

### Section 2 Wages

1. The wages of a kiosk sales assistant shall be paid according to pay scale B1.

### Section 3 Evening and night bonuses

#### *Evening bonus*

1. The evening bonus specified in the wage annex shall be paid for any work that is done between 18.00 and 23.00.

#### *Night bonus*

2. The night bonus specified in the wage annex shall be paid for any work that is done between 23.00 and 06.00.

#### *Evening and night bonuses on Sundays*

3. Single time evening and night bonuses shall be paid for work done on Sundays, church holidays, Finnish Independence Day (6 December) and May Day (1 May).

### Section 4 Working time

The number of working days in the week shall be agreed in the employment contract.

## **Section 5 Sunday work**

Sunday work shall be governed by section 33 of the Working Hours Act<sup>2</sup>.

Double time shall be paid for regular work done on Sundays or on church holidays, Independence Day (6 December) and 1 May.

Working time bonuses shall not be included in the basic wage when reckoning pay rate increases for Sunday pay. Claims for Sunday compensation shall expire in accordance with section 38 of the Working Hours Act (in the same way as compensation for additional work and overtime, see clause 19 of section 9, page 32).

## WINDOW DRESSERS

### Section 1 Scope

1. This protocol applies to window dressers and trainee window dressers.
2. The collective agreement shall govern the terms and conditions of service of all window dressers and trainee window dressers subject to the following exceptions:

### Section 2 Wages

#### *Seniority*

1. Seniority shall be reckoned as the time worked in the occupational class referred to in this protocol.

Seniority shall denote the time spent working at the job requirement grade concerned.

2. Changes of job requirement grade shall be governed by clause 7 of section 11 of the collective agreement (page 34).

#### *Job requirement grades*

3. The job requirement grades shall be Window dresser I and Window dresser II.

Window dressers shall be classified at the Window dresser I grade unless their duties require their classification at the Window dresser II grade.

The Window dresser II grade shall include window dressers who independently design and perform dressing of windows, points of sale or shops in accordance with basic guidelines, or who take care of newspaper advertisements.

#### *Particularly demanding window dressing*

4. A window dresser performing a particularly demanding window dressing assignment shall be paid not less than the wage for the Window dresser II grade increased by 20 per cent.

Examples of particularly demanding window dressing include:

- designing serial advertisements
- advertising commercial interiors for demanding shops and department stores
- designing trade fair stalls or showrooms
- technical arrangements for exhibitions.

### ***Job-specificity bonus***

5. The bonus shall be governed by clause 5 of section 11 of the collective agreement (page 34).

The bonus may also be paid to a window dresser who:

- is appointed senior member of a workteam
- repeatedly works in dirty, strenuous or otherwise exceptional conditions.

### ***Language skills bonus***

6. A language skills bonus shall be paid when the duties of a window dresser involve using more than one language in writing on an almost daily basis.

Clause 9 of section 11 of the collective agreement shall apply in other respects (pages 34-35).

## **Section 3 Working clothes**

1. The employer shall provide serviceable working attire for permanently employed window dressers.

2. The employer shall continue to own and take care of these garments.

## MECHANICS AND SERVICING STAFF

### Section 1 Scope

1. This protocol shall apply to mechanics and servicing staff.
2. This protocol shall not apply to service mechanics at service stations or to real estate servicing staff.
3. The terms and conditions of mechanics and servicing staff shall be governed in applicable respects by the collective agreement, subject to the following exceptions.
4. Section 7 of the collective agreement (page 21) shall apply in the manner agreed with respect to sales assistants and warehouse employees.
5. Chapter 4 of the collective agreement shall not apply with the exception of pay for part of a month (page 35).

### Section 2 Guideline earnings and minimum wage

1. The guideline earnings include the monthly wage inclusive of bonuses and benefits in kind.

Job requirement level	Guideline earnings
1.	EUR 1,750-2,050 euroa
2.	EUR 1,900-2,350 euroa
3.	EUR 2,150-2,600 euroa

The guideline earnings do not constitute binding minimum wages.

#### **Job requirement levels**

2. The job requirement levels shall be:

##### **Level 1**

- mainly routine installation, assembly and cabling work
- straightforward repair and servicing of appliances and machinery
- periodic servicing, cleaning, testing and adjustment work

## **Level 2**

- independently performed installation and assembly work of a more demanding, non-routine character
- demanding installation and assembly work performed under guidance
- independently performed repair and servicing of appliances and machinery

## **Level 3**

- demanding installation and assembly work performed independently
- demanding customer service, commissioning and maintenance work on appliances, machinery and systems performed independently.

Performance, skills and personal characteristics should affect remuneration within each job requirement level. For example:

- performance  
quantity, pace, quality and outcome
- skill  
skills and knowledge acquired through training and experience in relation to the skills and knowledge required for the work, practicality and diversity of skills, development and maintenance of skills
- personal characteristics  
dependability, punctuality, initiative and language skills that are relevant to duties.

## **Minimum wage**

3. The minimum wages of mechanics and servicing staff are set out in the wage annex.

## **Section 3 Travel expenses**

1. Per kilometre or corresponding compensation shall be paid for travel between the employee's residence and the job site when this is substantially longer than the journey between the residence and the workplace proper.

2. In addition to the provisions of the collective agreement governing the meal allowance, no such allowance shall be paid to a person who is entitled to a meal voucher either as a benefit in kind or on payment of the taxable value of the voucher.

3. Section 22 of the collective agreement shall apply in other respects (page 65).

#### **Section 4 Holiday bonus**

1. Holiday bonus may be exchanged for corresponding time off where locally agreed.

2. Section 21 of the collective agreement (page 61) shall apply in other respects, with the exception of clause 8 thereof.

## NIGHT WORK

### Section 1 Scope

This protocol applies to night work performed within the scope of the collective agreement.

### Section 2 Night work

1. In addition to section 26 of the Working Hours Act<sup>1</sup>, an employee may work between 23.00 and 06.00:

- in a kiosk
- in a shop (a daily consumer goods shop not exceeding 400 square metres or with an opening hours dispensation)
- in a service station
- in cleaning work.

2. In addition to the foregoing, an employee may consent to work in the following duties between 23.00 and 06.00:

- to prepare an inventory or financial statements completed pursuant to statute, by official order, or due to an assignment of business operations
- to investigate suspected malpractice in the business
- in a public relations event of the business:
- that is essential due to establishing or refurbishing a shop
- that is essential for swift forwarding of goods that have arrived at a warehouse
- in order to fill shelves in the shop.



## THREAT OF VIOLENCE

### Section 1 Assessment

In service duties the employer's hazard assessment under the Occupational Safety and Health Act<sup>11</sup> shall also include an evaluation of the threat of violence affecting the workplace, and this evaluation shall be updated at least annually.

The factors considered in the assessment shall include:

- working alone, particularly in the evening and at night
- cases of violence affecting the workplace and occurring in the immediate vicinity of the workplace
- handling of cash or valuables.

Based on the assessment, the employer shall arrange the work and working conditions with a view to combating or reducing the threat of violence.

### Section 2 Prevention and after-care

1. The possibility of working alone and the associated occupational safety risks shall be explained to the employee when concluding the employment contract.

2. Measures taken to combat the threat of violence shall include:

- drafting guidelines on procedures in the event of incidents of violence
- providing the employee with adequate guidance or training in available security and alarm systems
- designing workstations to provide structural security
- allowing for the threat of violence ascertained in the assessment when determining staffing levels and in planning work shifts and working time
- ensuring contact with the police or private security guards, for example by telephone.

3. The employer shall investigate the opportunities and arrangements for after-care.

### **Section 3 Working alone**

Working alone shall denote customer service work:

- done by a sales assistant alone in a shop, kiosk, floor of a shop or department store, or service station, and
- where operations are arranged so that one employee at a time is normally working during opening hours.

Work and working conditions shall also be arranged with a view to combating or reducing the threat of violence when the employee is working alone.

When providing meal breaks and coffee breaks the employer shall take care to ensure that these breaks can be taken in practice.

## WORKING TIME REDUCTION

### Section 1 Scope

1. Reduction of annual working time by 116 hours shall apply to forms of working time in which regular weekly working time averages 40 hours.
2. The reduction shall be shortened by the following factors that reduce working time based on local agreement or custom and practice:
  - annual regularly repeating time off
  - annual holiday based on entitlement to more than 2.5 days per leave-earning month.

### Section 2 Reduction formats

The working time reduction may be implemented annually:

- by reducing average weekly working time to 37.5 hours in accordance with section 6 of the collective agreement,
- by granting the reduction in the form of days off, or
- by agreeing some other reduction approach locally.

### Section 3 Reduction in the form of days off

#### **Entitlement**

1. The employee shall be entitled to additional days off for each calendar year as follows:

<b>Duration of employment</b>	<b>Number of days off</b>
2-4 months	3 days
5-7 months	7 days
8-10 months	11 days
11-12 months	14 days

The foregoing months shall comprise all months that include no fewer than 14 working days.

The following days shall be deemed equivalent to working days:

- days referred to in section 7 of the Annual Holidays Act<sup>3</sup>, with the exception of the days referred to in points 1, 7 and 8 of subsection 2 of section 7 of the said Act.
- days referred to in section 17 of the collective agreement (pages 49-51), with the exception of days spent caring for a critically ill child.

### ***Granting of days off***

2. Days off shall be granted by no later than the end of April in the year following the year in which entitlement accrues.

Days off shall be granted:

- individually, or by combining days into one or more continuous periods of time off
- by combining with days off under the collective agreement.

Days off shall be announced in accordance with clause 5 of section 6 of the collective agreement (pages 18-19).

### ***Reduction in working time for weeks including a weekday public holiday***

3. The number of working days shall be reduced by 1 and the number of working hours shall be reduced by 8 when average working time exceeds 37.5 hours.

### ***Absences and annual holiday***

4. Absences shall not affect the working time reduction days entered in a schedule of work shifts.

Annual holiday shall accrue for working time reduction days.

### ***End of employment***

5. At the end of employment:

- regular wages shall be paid in compensation for working time reduction days not taken
- the wages corresponding to excessive working time reduction days granted shall be deducted from the final wage settlement as a pay advance without the set-off limitation referred to in section 17 of chapter 2 of the Employment Contracts Act<sup>2</sup>.

#### **Section 4 Working time reduction by local agreement:**

Any local agreement:

- shall be made in writing
- shall be concluded with a shop steward where such an official has been elected at the workplace
- may apply to the entire enterprise, or to an establishment, department or other unit thereof
- shall be valid for one calendar year unless otherwise agreed.

## INDIVIDUAL WORKING TIME

### A. Weekly working time of 36 hours and 15 minutes

1. The regular working time of sales assistants and warehouse workers may be arranged as follows by local agreement for the workplace (in accordance with section 23 of the collective agreement, page 66):

#### *Working time*

2. The employer shall prepare in advance a system for averaging working time, whereby weekly working time shall average no more than 36.25 hours (36 hours and 15 minutes).

Working time shall allow for reductions relating to weeks including a week-day public holiday in accordance with section 7 of the collective agreement.

Regular working time may not exceed 9 hours in a 24-hour period, nor may weekly working time exceed 48 hours.

3. A pay rate increase of 50 % (“time and a half”) shall be paid for work done in excess of an average of 36.25 hours a week.

Reckoning of pay rate increases shall comply with the collective agreement in other respects.

4. The matter shall be agreed with the workplace shop steward where such a representative has been elected.

#### *Days off*

5. In addition to other days off, a full-time employee shall be granted 4 days off in the periods from 1 January to 30 June and from 1 July to 31 December, i.e. a total of 8 days off annually.

Days off that have been granted shall not reduce the working time of the averaging period in use.

The days off shall be granted proportionally when an employee takes unpaid leave of absence or when the employment contract is in force for only part of the half-year.

An effort shall be made to grant days off contiguously with other time off or with annual holiday when the organisation of work so enables.

Absences shall not affect a system of days off prepared in advance.

### **Employees working less than 36.25 hours**

6. An employee working less than 36.25 hours shall be compensated for weekday public holidays by paying 2 days' wages for each quarter in addition to hours worked, i.e. a total of 8 days' wages annually.

The daily wage shall be determined according to clause 7 of section 7 of the collective agreement (page 26).

The wage shall be paid on the wage payment day next following the end of each quarter.

The compensation shall be paid proportionally when an employee takes unpaid leave of absence or when the employment contract is in force for only part of the quarter.

### **Other regulations**

7. The collective agreement shall apply in other respects.

#### **Example 35.**

A 4-week system for averaging working time:

- average 36.25 hours per week
- granted from 8 extraordinary days off over 1 year during this period:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
week 1	9	6	9	8	9	7	-	48 hours
week 2	9	7	-	-	9	5	-	30 hours
week 3	-	6	6	7	8	8	-	35 hours
week 4	-	7	8	8	9	-	-	32 hours
								total 145 hours

Working time 145 hours / 4 = 36.25 hours per week, 9 days off in the period.

## **B. Working time bank**

1. Hours worked may be deposited in a working time bank in the following manner where locally agreed (in accordance with section 23 of the collective agreement, page 66):

### ***Working hours deposited***

2. The following hours may be deposited in the working time bank where the employer and employee so agree:

- additional work and overtime hours
- Sunday work increase hours
- hours worked on a collective agreement day off
- hours worked on a weekday public holiday reduction day
- hours worked on a day off pursuant to the Working Hours Act<sup>1</sup>
- hours worked on days of working time reduction leave (known as pekkaspäivät)
- positive balance hours in a system of flexible working hours at the employee's request.

3. Hours worked at the employer's request and compensated at increased rates of pay shall be deposited in the working time bank with a corresponding increase.

Hours worked on the employee's initiative shall be deposited in the working time bank with no increase.

4. The employer and the employee shall agree on the number of working hours deposited.

The working time bank balance may not exceed 75 hours for a full-time employee and twice the weekly working time agreed in the employment contract for an employee working fewer than 37.5 hours per week.

### ***Taking of time off***

5. The employer and the employee shall endeavour to agree on the time of taking any time off that has accrued in the working time bank. The time when this time off is granted shall otherwise be stipulated by the employer.

The employee shall be notified of the time of granting the time off in good time, and in any case no later than 2 weeks in advance.



6. Time off shall be granted as whole days off unless otherwise agreed. An effort shall be made to grant time off that is contiguous with other days off or with annual holiday.

Time off shall be taken by no later than during the calendar year that follows the year in which it accrues unless otherwise agreed for reasons of acceptable absence.

7. On termination of a working time bank agreement by the employer or the employee the working hours deposited in the working time bank shall be taken as time off in accordance with this section.

### ***Incapacity to work and time off***

8. Situations in which the employee is incapacitated for work before time off begins or in which incapacity to work begins during time off shall be governed by the Annual Holidays Act<sup>3</sup>.

Annual holiday shall accrue for days off.

### ***Accounting***

9. A working time bank shall maintain records of:

- when the work was done
- on the initiative of which party
- how many hours were done and how many were deposited in the bank
- the time of taking time off and how many hours are withdrawn from the bank.

### ***End of employment***

10. Time off that has not been taken by the end of employment shall be compensated at the regular wage.

## OFFERING ADDITIONAL WORK

The aim of the federations with respect to the duty to offer additional work referred to in section 5 of chapter 2 of the Employment Contracts Act<sup>2</sup> is to provide additional hours for the permanent employees of the enterprise and to avoid disputes and legal proceedings. The federations recommend prompt investigation and settlement of disputes at workplaces.

The following approaches may be introduced by local collective bargaining (in accordance with section 23, page 66) to achieve this objective:

1. An individual working time review
2. An enterprise-specific working time review
3. A staff bank or other enterprise-specific arrangement for offering additional work

### **1. Individual working time review**

1. The employer and the employee annually review realisation of the average minimum working time agreed in the employment contract.

2. If, without justification, the weekly working time exceeds the working time agreed in the employment contract, then an agreement shall be concluded immediately after the review whereby working time shall correspond to the weekly working hours actually worked.

3. If a shop steward has been elected for the enterprise, then implementation and monitoring of an individual working time review shall be agreed with the said shop steward.

### **2. Enterprise-specific working time review**

The employer and the shop steward consider the following matters annually:

1. The structure and size of the entire staff of the enterprise and projected changes therein.
2. The structure of staff working fewer than 37.5 hours per week and the number of working hours done, trends and projected changes therein.
3. The principles governing planning of working time and offering of additional work, and the effectiveness of these principles.

The review seeks to ensure that employment contracts generally match the true need for assigning work, and that the organisation of regular working time applies the opportunities provided by the collective agreement for the commercial sector.

### **3. Staff bank or other enterprise-specific arrangement for offering additional work**

#### ***Staff bank***

1. The aim of a staff bank is to enhance the allocation of additional work to the in-house staff of an enterprise.
2. A staff bank shall be governed by the collective agreement unless otherwise stipulated below.

#### ***Offering additional work***

3. A staff bank agreement stipulates the arrangements governing the duty to offer temporary additional work in an enterprise.
4. The total number of working hours planned in the schedule of work shifts and the additional working hours granted from a staff bank shall not exceed 10 hours in a 24-hour period and 37.5 hours per week, or an average of not more than 37.5 hours per week when using a system for averaging working time.
5. The employer shall ask every employee working fewer than 37.5 hours per week to specify the establishments from which the employee is willing to accept additional working time.

The employee shall be entitled at any time to enrol in or withdraw from the additional work notifications of a certain establishment.

6. Additional working time at a certain establishment shall be offered to employees working fewer than 37.5 hours per week who have notified their desire for additional work at the said establishment.

The employee shall enrol in the agreed manner on receiving an offer of additional work and being willing to perform the work that has been offered.

On responding to an offer of additional work the employee shall declare whether the total number of working hours planned in the employee's sched-

ule of work shifts and the additional working hours offered exceed 10 hours in a 24-hour period or an average of not more than 37.5 hours per week.

7. An effort shall be made to ensure that additional work is assigned impartially with particular regard to the employee's skills, expertise, experience and aptitude for the assignment.

Additional work shall, where available, be offered initially to employees of the establishment in need of additional work, thereafter to other employees of the enterprise, and finally to workers from outside of the enterprise.

Allocating additional working hours to current employees of the enterprise and workplace concerned is the best way for the employer to ensure a skilled and capable staff. It also signals to the staff that their work and skills are valued, further promoting employee motivation and commitment to their work.

8. The employer shall be entitled to exclude an employee from additional work notification recipients until a new averaging period begins if the number of working hours of the employee in an averaging period is exceeding an average of 37.5 hours per week.

### **Agreement**

9. The introduction and implementation of a staff bank shall be locally agreed at the workplace in accordance with section 23 of the collective agreement (page 66).

The matter shall be agreed with the workplace shop steward where such a representative has been elected.

10. At least the following matters shall be settled in a staff bank agreement:

- The manner in which an employee notifies the desire to enrol in or withdraw from the additional work notifications of a certain establishment.
- The manner in which the employer announces additional working hours and the details of the additional work to be specified in the announcement.
- The manner in which the employee announces willingness to accept the additional working hours offered.

- The period of time within which the employee announces willingness to accept the additional working hours offered in various circumstances.
- The manner in which the employer announces the employees to whom the additional working hours are assigned.

11. A shop steward who has agreed on a staff bank shall be entitled to the following details on request:

- the number of employees who have enrolled in the staff bank
- the division of additional working hours between staff bank enrolees and workers from outside of the enterprise.

## PERFORMANCE-BASED PAY IN WAREHOUSE WORK

1. Performance-based pay shall comprise a fixed and variable salary element. The variable salary element shall be mainly based on a determination of the quantity and quality of job performance, either for the individual or for a team. Performance-based pay does not mean commission rate pay or any productivity or profit bonus.

2. The purpose of performance-based pay is to increase employee earnings beyond the wages stipulated in the collective agreement due to unusually high efficiency and quality of work.

3. Before the work begins an employee shall be entitled to details of the grounds for determining performance-based pay. Substantial changes in factors that affect performance shall be taken into consideration in the grounds for determining wages without delay or the said grounds shall otherwise remain unchanged.

4. An effort shall be made to arrange other work on performance-based pay for an employee in the event that work is interrupted due to circumstances that are beyond the employee's control. If this is not possible, then the employee shall be paid wages under the collective agreement without performance pay, having regard to section 12 of chapter 2 of the Employment Contracts Act<sup>2</sup>.

5. Performance pay shall be considered in sick leave pay and annual holiday pay if it is not otherwise paid for these periods. Any performance pay for additional and overtime work shall be considered in compensation for additional and overtime work.

Alternative arrangements governing the foregoing may be agreed locally in accordance with section 23 of the collective agreement (s. 66). The matter shall be agreed with the workplace shop steward where such a representative has been elected.

6. The work efficiency studies pertaining to work done for performance-based pay shall be conducted transparently. They shall otherwise be governed in applicable respects by section 2 of part IV of the co-operation agreement.

The findings of work efficiency studies shall be considered when developing performance-based pay.

7. A shop steward may, for a legitimate reason, request a review of the grounds for determining work done for performance-based pay. The associated investigations shall be conducted and any modifications made without delay, and in any case within 2 months.

The training requirements of a shop steward in matters of performance-based pay shall be considered when arranging trade union and joint training under the training agreement.

# MEMORANDUM OF DISPUTE

Enterprise.....

Establishment.....

Employer / employer's representative.....

Employee / employee's representative.....

Jointly verified train of events and reason for dispute

.....  
.....  
.....

Employee's account and claims with justifications (points of collective agreement / law)

.....  
.....  
.....

May be continued in a separate appendix

Employer's account and response with justifications (points of collective agreement / law)

.....  
.....  
.....

May be continued in a separate appendix.

Place

Date

.....  
Employer / employer's representative

.....  
Employee / employee's representative

.....  
Name in block capitals

.....  
Name in block capitals

.....  
Telephone number

.....  
Telephone number

.....  
E-mail address

.....  
E-mail address

.....  
This memorandum has been drawn up in two equivalent copies. The employer shall send one copy to the Federation of Finnish Commerce and the employee shall send the other copy to PAM.



## COMMERCIAL SECTOR EMPLOYMENT CONTRACT

1. PARTIES TO EMPLOYMENT	The employer	Place of business or domicile
	The employee	Identity number
	In return for remuneration, the foregoing employee agrees to perform the work assigned thereto by the foregoing employer under the employer's direction and supervision and on the following terms and conditions:	
2. DURATION OF EMPLOYMENT CONTRACT	The employment shall begin with a trial period of _____ months. The trial period in employment lasting for less than 8 months shall be no longer than half of the duration of the employment contract, in which case the last day of the trial period shall be _____ .	
	<input type="checkbox"/> regular employment The employment begins on _____ and continues until further notice.	<input type="checkbox"/> temporary employment Temporary employment commencing on _____ and continuing until _____. Reason for temporary employment: _____ _____ or until the following specified task is completed _____ _____ and its estimated duration is until _____.
3. WORKING TIME	Working time shall be <input type="checkbox"/> an average of 37.5 hours per week. <input type="checkbox"/> less than 37.5 hours per week, in which case average weekly working time shall be _____ hours. The employee agrees to do additional work subject to statutory limitations at the remuneration rates stipulated in the collective agreement. The employee <input type="checkbox"/> consents to Sunday work as required <input type="checkbox"/> does not consent to Sunday work The remuneration rates stipulated in the collective agreement shall be paid for Sunday work.	
4. DUTIES	Duties of the employee (e.g. sales assistant, warehouse worker, clerical employee):	
5. REMUNERATION	The employee's wages on commencing employment shall be determined as follows:  Pay scale and seniority: _____ _____ Monthly or hourly wage: _____	
6. ANNUAL HOLIDAY	The annual holiday shall be governed by the Annual Holidays Act and the applicable collective agreement.	
7. PERIOD OF NOTICE	The period of notice shall be governed by the applicable collective agreement.	
8. COLLECTIVE AGREEMENT	The employment shall comply with a collective agreement binding the employer, with current statutes and ordinances, and with the internal guidelines and regulations of the enterprise. Compliance with the regulations of a collective agreement governing sick pay, annual holiday and working time shall continue after the agreement expires and until any new collective agreement takes effect.	
9. OTHER TERMS AND CONDITIONS		
10. DATE AND SIGNATURE	This contract has been drawn up in two equivalent copies, one retained by the employer and the other given to the employee. Place of signing _____ Date _____ _____ Signature of employer _____ Signature of employee _____ _____ Name in block capitals _____ Name in block capitals _____	

**FURTHER DETAILS:**

In accordance with section 4 of chapter 2 of the Employment Contracts Act, the employer also notifies the following key terms and conditions of employment:

The place where the work will be done: (e.g. all or particular establishments of the enterprise, or certain working areas)

\_\_\_\_\_

The wage payment period shall be:

\_\_\_\_\_

The collective agreement binding the employer at the start of employment is:

\_\_\_\_\_

Other details:

\_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THE PRO-FORMA EMPLOYMENT CONTRACT

### ***Trial period***

Any trial period must be agreed in the employment contract. Trial periods are governed by section 4 of chapter 1 of the Employment Contracts Act<sup>2</sup>. A trial period is normally no longer than 4 months. No trial period may be applied to an employee who returns, within a reasonable period of time, to the service of a previous employer in duties similar to those formerly performed, unless there is an exceptional reason for the trial period that is expressly agreed when the employment begins again.

A trial period not exceeding 6 months may be agreed if the employer arranges work-related training for the employee lasting for more than 4 months.

The trial period may not exceed half of any agreed temporary employment lasting for less than 8 months.

### ***Regular employment contract***

It is normal for employment to continue for an unspecified period until further notice. The appropriate box will be checked in such a case.

The date when the employee begins working will be entered as the date of commencing employment.

### ***Temporary employment contract***

If the employment is tied to a specified period, then the date of the last day of employment will be entered on the form. In such cases the reason for temporary employment must also be stated, e.g. substituting for an employee on maternity leave, parental leave or annual holiday, or the employee's own request.

If the duration of employment is not tied to a specified calendar period but depends on completion of a certain task, then the task in question and the estimated time for its completion must be specified in the blanks provided for this purpose in the employment contract.

A temporary employment contract concluded for longer than one year must be made in writing.

### **Working time**

The average weekly working time of an employee who works for less than 37.5 hours per week must be agreed and recorded in the blank provided for this purpose, having regard to clause 1 of section 6 of the collective agreement (page 17).

When an employee consents to Sunday work there is no need for the employer to secure separate Sunday work consent from the employee with respect to individual Sundays or weekday public holidays.

The employer has no duty to offer work on Sundays or weekday public holidays to an employee who has refused Sunday work.

### **Duties**

The employment contract will record the principal duties agreed with the employee, e.g. department store sales assistant, warehouse worker, clerical employee. If the duties agreed with the employee are broader than the usual idea of the occupation, then this will be stated in the employment contract, e.g. sales assistant/warehouse worker or sales assistant responsible for and attending to a department.

### **Remuneration**

Wages will be determined in accordance with the applicable collective agreement. It is therefore necessary to state the basis for determining wages and the wage at the start of employment, e.g. B1 3<sup>rd</sup> year for a sales assistant, or C1 5<sup>th</sup> year for a clerical employee.

If an enterprise applies a wage system differing from that of the collective agreement, then a separate appendix will be used for determining remuneration.

### **Other terms and conditions**

This section records such matters as any agreed terms and conditions of employment that differ from the minimum standards of the collective agreement. Such terms and conditions may concern remuneration, working time or days off, benefits in kind, annual holidays, etc.

### ***Separate appendix***

If the space provided at any point on the form is insufficient, then a separate appendix may be used with a reference thereto at the relevant point of the contract.

### ***Notification of amendments***

Section 4 of chapter 2 of the Employment Contracts Act<sup>2</sup> requires the employer to furnish the employee with a written account of any key modification in the terms and conditions of employment. This account must be provided at the earliest opportunity, and by no later than the end of the wage payment period next following the modification. No such account need be provided, however, if the modification is due to an amendment of legislation or collective agreement. The employer's duty to notify amended terms and conditions of agreement has no bearing of any kind on the conditions under which an employer may unilaterally amend the terms and conditions of an employment contract.

# AGREEMENT ON SHOP STEWARDS

## Introduction

The agreement on shop stewards seeks to promote employer-staff co-operation in various departments of an enterprise and to forestall problems before they arise.

Co-operation and local collective bargaining are increasingly important when operating conditions are changing rapidly. Employers and shop stewards must adopt an open-minded approach to the challenges of the times.

The role of a shop steward as a co-operation partner in various enterprise and staff development projects and in improving productivity and job satisfaction at the enterprise is emphasised when discharging shop steward duties arising from changes.

The future challenges of commerce, common development projects and local collective bargaining require a sufficiently comprehensive shop steward system in which shop stewards have the information and skills that are necessary for discharging their duties.

To promote collaboration and local collective bargaining, the employer and the chief shop steward shall investigate the practical needs and agree on arrangements for:

- using the internal communication systems of the enterprise for shop steward announcements,
- mutual communication between and meetings of shop stewards in the enterprise, and
- opportunities for online shop steward training.

## Section 1 Scope of the agreement

This agreement shall apply in enterprises that are affiliated to the Federation of Finnish Commerce.

## **Section 2 Duties of a shop steward**

It shall be the duty of a shop steward to:

- improve co-operation between the employer and employees
- participate in local collective bargaining
- serve as an active partner in joint productivity and development projects
- participate in improving vocational training for staff
- represent organised employees in the shop steward's sphere of operations
- channel feedback from the employees to the employer
- supervise compliance with the collective agreement and labour legislation
- participate in resolving local disputes
- maintain and promote industrial peace.

## **Section 3 Election of shop stewards**

### **General:**

1. The shop steward shall be elected by staff of the enterprise who are organised in PAM.
2. The shop steward shall be a member of the PAM branch and an employee of the enterprise.
3. An election committee elected by the organised employees shall take care of the practical arrangements for the shop steward election. The employer shall provide an opportunity to conduct the election.
4. The employer shall be notified of the organisation of a shop steward election at the workplace 7 days before the election takes place.

### **Shop stewards**

5. Shop stewards may be elected as follows:

#### **The enterprise shop steward**

A shop steward may be elected for the enterprise. A chief shop steward in the sense of this agreement shall be a shop steward elected for an enterprise with no fewer than 30 employees.

### **Establishment shop steward**

An establishment shop steward may be elected in addition to the enterprise shop steward where so agreed in writing before the election is arranged.

### **Area shop steward**

Area shop stewards may be elected in an enterprise with a nationally extensive area organisation where so agreed in writing before the election is arranged.

If several area shop stewards have been elected for an enterprise, then one of these shall serve as chief shop steward for the enterprise with additional responsibility for arranging the consideration of common business affecting the entire enterprise.

### **Election of an establishment or area shop steward**

The following points shall be considered when the employer and the chief shop steward agree on the election of an establishment or area shop steward at an enterprise:

- the organisation and policymaking structure of the enterprise
- administrative independence and separateness
- the number and distribution of staff
- the need to improve co-operation, local bargaining and the negotiating system.

An establishment shop steward may be elected for an independent functional unit of the enterprise in which the employer's representative enjoys independent bargaining rights and is responsible for the performance and staff of the unit. Examples of independent functional units include the procurement and distribution centre of an enterprise, a department store or a separate office.

An area shop steward may be elected for an area in which the employer's representative enjoys independent bargaining rights and transaction of bargaining system business may be organised effectively and efficiently.

## **Deputy shop steward**

A deputy may be elected for a shop steward. The employer shall be notified in writing when the deputy is serving as shop steward. The deputy shall have the rights and duties of the shop steward when so deputising.

### ***Notifications to the employer***

6. The employer shall be notified immediately in writing of elected shop stewards and their deputies, and of the expiration of shop steward functions.

The employer shall be notified that a shop steward is continuing in office without an election immediately on conclusion of the electoral period.

On receiving notice of new shop stewards the employer shall notify the shop steward of the corresponding employer's representative immediately and in writing.

### ***Situations of change***

7. The local parties shall bring the shop steward organisation into line with the altered size and structure of the enterprise or part thereof at the earliest opportunity when its operations substantially contract or expand, or due to assignment of business operations, merger, incorporation or comparable reorganisation.

## **Section 4 Information to be provided to a shop steward**

1. The shop steward shall be furnished with all of the information that is relevant to resolving any case of confusion or difference of opinion that emerges concerning the wages of an employee or the application of legislation or agreements to employment.

2. An enterprise shop steward shall be entitled on request to the following details of enterprise employees falling within the scope of the collective agreement:

### **Annually**

- surname and forenames
- the pay scale or equivalent to which the employee or the work performed by the employee belongs



- the number of employees and the number of casual and other temporary staff who have been working during the year.

### **Within one month of commencing employment**

- the surname and forenames of new employees and the time of entering the employer's service.

3. A chief shop steward shall also be entitled on request to the following details concerning groups of employees falling within the shop steward's sphere of operation, provided that the said details are derived from data generated in the course of other operations of the enterprise:

- average monthly or hourly wages excluding bonuses
- average monthly or hourly wages including bonuses
- number of working hours and proportion of overtime in hours worked.

A chief shop steward shall be entitled to receive the foregoing details once a year, sorted by collective agreement occupational groupings. No details shall be provided on employee groups of fewer than 6 persons.

4. A shop steward shall be furnished on request with an account of the type of information that is collected in the course of recruitment.

5. The shop steward shall be entitled to examine the register of emergency and overtime work and of the increased wages paid for such work.

6. The shop steward must maintain the confidentiality of the information received in order to perform the duties of shop steward.

## **Section 5 Job release and working conditions**

### ***Job release***

1. A shop steward shall be entitled to adequate job release for the purpose of discharging the duties of a shop steward.

The extent of job release shall allow for such factors as the number of employees and establishments, the location of an establishment and the nature of enterprise operations.

### **Job release and time management**

2. Job release according to the following table shall only be granted to an enterprise shop steward unless otherwise locally agreed.

The following job release shall be granted to an enterprise shop steward based on the number of employees in the shop steward's sphere of operation (regardless of union membership):

<b>Number of employees</b>	<b>Job release hours per week</b>
20 - 49	3
50 - 149	5
150 - 299	12
300 - 499	20
500 - 799	30
800 or more	full job release

If weekly working time under the shop steward's employment contract is less than the job release hours according to this table, then the contracted hours shall be increased to the next higher job release time for the duration of the term of office as shop steward.

#### **Example 36.**

The employee works for 25 hours per week according to the employment contract. There are 550 employees. The contracted hours are increased to 30 hours per week for the duration of the employee's term of office as shop steward.

#### **Example 37.**

An employee works for 30 hours per week according to the employment contract. There are more than 800 employees. The contracted hours are increased to 37,5 hours per week for the duration of the employee's term of office as shop steward.

Weekly times agreed for discharging shop steward duties may also be combined.

The shop steward must prepare a time management plan specifying the time used for attending to shop steward duties organised by principal topic.

A shop steward shall also be entitled to an annual visit to establishments falling within the shop steward's sphere of operation at a time agreed with the employer.

The foregoing job release shall not include time taken to travel between establishments.

A separate investigation shall be made in each case involving fewer than 20 employees of when it is expedient to agree on fixed job release.

The number of employees shall be verified at intervals of six months.

### ***Working conditions***

3. Having regard to conditions at the workplace, a shop steward shall be provided with adequate facilities for storing the documents required by the shop steward and shall be entitled where necessary to use the appropriate office premises and ordinary office equipment that are administered by the employer. A shop steward may supply the employees with trade union materials.

Normal office equipment shall also include the computer equipment, associated software and Internet connections (e-mail) that are generally used in the enterprise. The assessment may consider such factors as the size of the enterprise, the extent of the duties of the shop steward and the need arising from these duties, and the amount of time used. Practical arrangements shall be agreed locally.

## **Section 6 Compensation for lost earnings**

### ***Lost earnings***

1. The employer shall compensate a shop steward for the loss of earnings from regular working time arising from attendance to the duties of shop steward.

Compensation shall be paid for any evening and Saturday bonuses that a shop steward would have earned from regular working time according to the schedule of work shifts.

Additional work and overtime compensations shall be paid when a shop steward performs duties agreed with the employer outside of regular working hours unless otherwise agreed.

### **Travel expenses**

2. Travelling compensation shall be paid in the same way as for other duties in accordance with the normal practice at the enterprise when a shop steward travels on account of shop steward duties agreed with the employer.

A kilometre allowance shall be paid when a shop steward uses a private motor vehicle for travelling with the employer's consent.

### **Shop steward compensation**

3. Shop steward compensation for discharging the duties of shop steward shall be only be paid to an enterprise shop steward unless otherwise locally agreed at the enterprise concerned.

The following shop steward compensation shall be paid to an enterprise shop steward based on the number of employees in the shop steward's sphere of operation (regardless of union membership):

#### **Shop steward compensation as of 1 June 2013:**

<b>Number of employees</b>	<b>Compensation EUR per month</b>
20 - 49	35
50 - 149	65
150 - 299	95
300 - 499	145
500 - 799	185
800 or more	to be agreed locally

### Shop steward compensation as of 1 September 2015:

Number of employees	Compensation EUR per month
20 - 49	40
50 - 149	70
150 - 299	100
300 - 499	150
500 - 799	190
800 or more	to be agreed locally

The number of employees shall be verified at intervals of six months.

#### ***Progress in earnings of a chief shop steward***

4. The progress in earnings of a chief shop steward shall correspond to no less than the average progress in earnings of a corresponding employee of the enterprise in the vocational group concerned.

The vocation group to which the chief shop steward belongs within the enterprise shall be regarded as the reference group for the progress in earnings of the chief shop steward.

#### **Section 7 Shop steward training**

1. A shop steward shall be entitled to participate in training arranged under the training agreement.

Training of a new shop steward shall be discussed with the employer within 2 months of the election.

2. After the term of office of a chief shop steward has ended, the said employee and the employer shall jointly determine whether maintenance of the employee's vocational skills requires vocational training for the said employee's former duties or for corresponding duties.

The employer shall arrange any training that is required by the said determination.

During the term of office as shop steward the employer and the chief shop steward shall investigate whether maintenance of skills in respect of either

previous or corresponding duties requires the provision of any vocational training that is also arranged for other employees.

## **Section 8 Security of employment**

### ***Prohibition of discrimination***

1. A shop steward may not be dismissed or otherwise subject to discrimination on account of the duties of shop steward.
2. A shop steward may not, during the term of office as shop steward or on account thereof, be transferred to work at lower pay or status than was enjoyed at the time of election as shop steward.
3. If the working duties proper of a chief shop steward hamper attendance to the duties of the position, then other work shall be arranged for the said employee, having regard to conditions at the enterprise or part thereof and to the vocational skills of the employee concerned. Arrangements of this kind may cause no reduction in the employee's earnings.

### ***Grounds for redundancy***

4. Dismissals or layoffs of enterprise staff for reasons of redundancy shall not affect a chief shop steward unless the operations of the enterprise or of the part thereof constituting the sphere of operation of the chief shop steward are entirely discontinued.

The foregoing regulation shall not apply on jointly verifying, or otherwise on detailed demonstration by the employer in the course of negotiations, that no work can be offered to the chief shop steward that corresponds to the said employee's vocation or is otherwise suitable for the said employee.

The federations shall negotiate during the period of notice if the chief shop steward contests the dismissal.

5. A shop steward may be dismissed or laid off when the work of the said employee ends entirely, provided that:
  - the employer is unable to arrange work for the employee that corresponds to the employee's vocation or is otherwise suitable, or
  - the employer is unable to retrain the employee for other duties in the manner referred to in section 4 of chapter 7 of the Employment Contracts Act<sup>2</sup>.

### ***Individual job security***

6. A shop steward may not be dismissed for individual fault without the consent of the employees whom the shop steward represents (subsection 1 of section 10 of chapter 7 of the Employment Contracts Act).

7. The employment contract of a shop steward may not be rescinded or considered dissolved in a manner contrary to sections 1-3 of chapter 8 of the Employment Contracts Act.

The employment contract of a shop steward may only be rescinded for an infringement of administrative regulations if the shop steward has repeatedly and substantially failed to perform working obligations despite being cautioned for so doing.

### ***Protection of candidates***

8. The provisions on security of employment shall also apply to a candidate for the position of chief shop steward whose candidacy has been notified to the employer in writing.

The protection of candidates shall begin no sooner than 3 months before the beginning of the term of office of a chief shop steward. The protection of candidates shall end with respect to candidates other than the person elected when the election organiser has determined the outcome of the election.

### ***Residual protection***

9. The provisions on security of employment shall continue to apply for a period of 6 months after the end of an employee's term of office as chief shop steward.

### ***Chief shop steward and assignment of business operations***

10. The position of a chief shop steward shall continue unchanged when a transferred business or part thereof retains its independence.

If a transferred business or part thereof loses its independence, then the chief shop steward shall be entitled to the residual protection referred to in clause 9 of this section as of the end of the term of office arising from the assignment of business operations.

## **Compensation**

11. If the employment contract of a shop steward has been terminated in a manner contrary to this agreement, then the employer shall pay compensation of no less than 10 months' and no more than 30 months' wages.

The compensation shall be determined according to the principles set out in subsection 2 of section 2 of chapter 12 of the Employment Contracts Act<sup>2</sup>, having regard to the shop steward status of the employee.

The federations may agree on compensation of less than 10 months' wages in individual cases.

## **Section 9 Negotiating procedure**

1. The negotiating procedure shall be governed by section 25 of the collective agreement.

2. An employer who considers terminating the employment of a shop steward or deputy shop steward shall contact the employers' federation before taking any action. On receiving such contact the employers' federation shall immediately take the measures that the situation requires.

3. Local and inter-federation negotiations shall be initiated and conducted without delay.

## **Section 10 Duration of the Agreement**

1. This agreement shall remain in force until further notice.

2. The period of notice of termination shall be 1 month.



# CO-OPERATION AGREEMENT IMPLEMENTATION REGULATIONS

## Section 1 SCOPE

The co-operation agreement implementation regulations concluded between the Federation of Finnish Commerce and PAM shall apply in the Federation's affiliated enterprises.

## Section 2 CO-OPERATION IN LABOUR PROTECTION

### 2.1. Concept of a workplace

A workplace shall denote an affiliated enterprise of the Federation of Finnish Commerce or a regionally or functionally coherent part of such an enterprise. The concept of a workplace shall be defined locally.

### 2.2. Labour protection co-operation

1. Labour protection regulations shall be applied by operating sector. If the operating sectors of a multi-sector enterprise cannot be clearly distinguished, then it shall comply with the labour protection regulations for the sector to which a majority of its employees belong.

2. Instead of a labour protection commission, other approaches to implementing labour protection co-operation may also be applied by local agreement.

Such approaches shall comply with the provisions of the co-operation agreement concerning the functions of the labour protection commission and supervision of labour protection, and with section 26 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces<sup>12</sup>.

The labour protection delegate shall be involved in co-operation.

### 2.3. Labour protection delegate

1. Both operative and clerical employees shall be counted as staff when electing the labour protection delegate.

2. The same person may serve as both labour protection delegate and shop steward.

## **2.4. Chief labour protection delegate**

1. A labour protection delegate elected for an enterprise with no fewer than 30 employees shall hold the status of chief labour protection delegate under these implementation regulations.
2. If several labour protection delegates have been elected for an enterprise with no fewer than 30 employees, then the said delegates shall appoint one of their number where necessary to serve as chief labour protection delegate under these implementation regulations. The terms of office of a chief labour protection delegate and a labour protection delegate shall be the same. The employer shall be notified in writing of the appointment of a chief labour protection delegate. The same person may serve as both chief labour protection delegate and chief shop steward.
3. The regulations governing the duties and working conditions of a labour protection delegate shall apply to a chief labour protection delegate.
4. The progress of earnings of a chief labour protection delegate shall correspond to the growth in earnings of enterprise employees in the vocational group to which the chief labour protection delegate belongs.

## **2.5. Security of employment**

1. A labour protection delegate shall enjoy preferential protection against dismissal, pursuant to section 10 of chapter 7 of the Employment Contracts Act<sup>2</sup>.

### **Prohibition of discrimination**

2. A labour protection delegate may not be dismissed for discharging the duties of a delegate.
3. A labour protection delegate may not, during the term of office as delegate or on account thereof, be transferred to work at lower pay or status than was enjoyed at the time of election as delegate.

The opportunities of a labour protection delegate for personal development and vocational advancement may not be impaired on account of delegate duties.

4. If the working duties proper of a labour protection delegate hamper attendance to the duties of the position, then other work shall be arranged for the

said employee, having regard to conditions at the enterprise or part thereof and to the vocational skills of the delegate concerned. Arrangements of this kind may cause no reduction in the employee's earnings.

### **Individual job security**

5. The employment contract may not be rescinded in a manner contrary to section 1 of chapter 8 of the Employment Contracts Act.

The employment contract may only be rescinded for an infringement of administrative regulations if the labour protection delegate has repeatedly and substantially failed to perform working obligations despite being cautioned for so doing.

### **Chief labour protection delegate**

6. The regulations on security of employment shall apply to a chief labour protection delegate from the time of appointment and for a period of 6 months after the said duties come to an end.

7. Dismissals or layoffs of enterprise staff for reasons of redundancy shall not affect a chief labour protection delegate unless the operations of the enterprise or of the part thereof constituting the sphere of operation of the chief labour protection delegate are entirely discontinued.

The foregoing regulation shall not apply on jointly verifying, or otherwise on detailed demonstration by the employer in the course of negotiations, that no work can be offered to the chief labour protection delegate that corresponds to the said employee's vocation or is otherwise suitable for the said employee.

8. After the term of office of a chief labour protection delegate has ended, the said employee and the employer shall jointly determine whether maintenance of the employee's vocational skills requires vocational training for the said employee's former duties or for corresponding duties. The employer shall arrange any training that is required by the said determination.

### **Compensation**

9. If the employment contract of a chief labour protection delegate or a labour protection delegate has been terminated in a manner contrary to this agreement, then the employer shall pay compensation of no less than 10 months' and no more than 30 months' wages. The grounds for compensation shall

be determined in accordance with subsection 2 of section 2 of chapter 12 of the Employment Contracts Act<sup>2</sup>. Infringement of this agreement shall be considered an aggravating factor that increases the compensation payable.

10. The federations may agree on compensation of less than 10 months' wages in individual cases.

## 2.6. Labour protection agent

The following regulations shall apply if the election of a labour protection agent has been agreed locally:

- the sphere of operation of a labour protection agent may be an establishment of the enterprise or a certain part thereof, such as a shop, warehouse or office
- the sphere of operation of a labour protection agent may also be a certain vocational group, such as sales assistants, warehouse workers or office staff
- The terms of office of a labour protection agent and a labour protection delegate shall be the same
- the job release required for discharging the duties of labour protection agent shall be agreed locally
- the employer shall ensure that a labour protection agent enjoys access as required to the laws, decrees, labour protection regulations and guidelines that are essential for discharging the duties of the said position.

## 2.7. Labour protection commission

1. The labour protection commission shall have the following number of members:

Employees	Members
no more than 150	4
151-500	8
More than 500	12

2. 25 per cent of the members of the commission shall represent the employer and 75 per cent shall represent the employees.

## 2.8. Working alone

The work of the parties to labour protection co-operation shall also give consideration to the provisions of section 3 of the inter-federation protocol on the threat of violence.

## 2.9. Job release of a labour protection delegate

1. When determining the job release of a labour protection delegate consideration shall be given to the number of employees represented by the delegate, to the regional scale of the workplace, to the number of working locations and the nature of the work that is done at them, to factors arising from the organisation of work that affect the extent of the delegate's duties, and to other inconvenience, hazard and workload factors referred to in the Occupational Safety and Health Act<sup>11</sup> that affect the safety and the physical and mental health of employees.

2. The following job release shall be granted to a labour protection delegate on the basis of the number of employees at the workplace (regardless of trade union membership):

Number of employees	Job release hours / 4 weeks	
	shop	warehouse
10 – 34	6	6
35 – 59	8	8
60 – 109	14	16
110 – 159	22	24
160 – 209	28	33
210 – 259	37	41
260 – 309	43	50
310 – 409	55	62

If weekly working time under the labour protection delegate's employment contract is less than the job release hours according to this table, then the contracted hours shall be increased to the next higher job release time for the duration of the term of office as labour protection delegate.

### *Example 38.*

The contracted working time of a labour protection delegate working as a sales assistant is 10 hours per week. There are 400 employees. Job release under the table would be 55 hours in a 4-week period.

The contracted working time is nevertheless increased only to the next highest job release time for the contracted hours (43 hours / 4 weeks) i.e. to 10.75 hours per week.

The shop table shall apply when the majority of employees at a workplace works in a shop and the warehouse table shall apply when the majority works in a warehouse.

Employees working less than 37.5 hours shall be counted in proportion to average weekly working time.

The number of employees shall be verified annually.

If the number of employees is not less than 410 then the amount and timing of job release shall be agreed locally, having regard to the calculation principles of the foregoing table.

Job release shall be agreed locally when an office constitutes a workplace in accordance with the workplace concept. Particular attention shall be paid in such cases to the conditions and regional extent of the workplace, to the number of employees at the workplace, and to the time required for discharging the duties of a labour protection delegate under this agreement.

3. The job release time required for travelling between various establishments of a geographically extensive enterprise shall be agreed locally. This shall not reduce job release time under the table.

Participation by a labour protection delegate in training arranged in accordance with the training agreement shall not reduce job release time under the table.

4. Job release times may be combined by local agreement.

The labour protection delegate shall announce regular reception times.

## **2.10. Labour protection delegate compensation**

1. The employer shall compensate a chief labour protection delegate, a labour protection delegate, a labour protection agent and the members and secretary of the labour protection commission for the loss of earnings from regular working time arising from attendance to labour protection duties. Loss of earnings shall be determined according to the earnings that the employee would have earned when at work.

2. Unless other compensation is separately agreed, the employer shall pay compensation equivalent to a committee attendance fee for labour protection work that is required by the employer and done outside of working hours, and for participation in meetings of the labour protection commission.

3. The following compensation for discharging labour protection duties shall be paid to an enterprise labour protection delegate based on the number of employees in the delegate's sphere of operation (regardless of union membership):

### **Compensation payable to a labour protection delegate as of 1 June 2013:**

<b>Number of employees</b>	<b>Compensation EUR per month</b>
20 - 49	35
50 - 149	65
150 - 299	95
300 - 499	145
500 - 799	185
800 or more	to be agreed locally

**Compensation payable to a labour protection delegate as of  
1 September 2015:**

<b>Number of employees</b>	<b>Compensation EUR per month</b>
20 - 49	40
50 - 149	70
150 - 299	100
300 - 499	150
500 - 799	190
800 or more	to be agreed locally

If several labour protection delegates have been elected for an enterprise, then the compensation shall be paid only to the chief labour protection delegate (see section 2.4.) unless other arrangements are agreed for the enterprise concerned.

The labour protection delegate for an establishment of an enterprise shall nevertheless be compensated in accordance with the foregoing table if there are no fewer than 80 employees in the delegate's sphere of operation (regardless of trade union membership).

The number of employees in the sphere of operation of the labour protection delegate for an establishment of the enterprise shall not be counted when reckoning the compensation of the chief labour protection delegate.

**Example 39.**

1. An enterprise has 350 employees in accordance with clause 3. One labour protection delegate has been elected for the enterprise. The monthly compensation payable to the said delegate is EUR 140.
2. An enterprise has 350 employees in accordance with clause 3. Two labour protection delegates have been elected for the enterprise, one of whom is the chief labour protection delegate.



The labour protection delegate for an establishment of the enterprise works at an establishment with 130 employees. The monthly compensation payable to the said delegate is EUR 60.

The monthly compensation payable to the chief labour protection delegate is  $(350 - 130 = 220)$  EUR 90.

The number of employees shall be verified annually.

### **Section 3 NEGOTIATING PROCEDURE**

Local and inter-federation negotiations shall take place without delay when a dispute concerns termination of the employment of a labour protection delegate or chief labour protection delegate.

### **Section 4 VALIDITY**

These implementation regulations shall take effect when signed and remain in force until further notice. The period of notice of termination shall be 1 month.

# TRAINING AGREEMENT

## Section 1 Training task force

A joint training task force of the federations has been appointed for training under this agreement.

## Section 2 Trade union training

### *Approval of courses*

1. The training task force shall approve courses falling within the scope of employer subsidies as follows:

- a jointly verified educational need is a condition of approval
- courses are approved for a calendar year at a time
- courses may be approved during the calendar year when necessary
- before approval the task force shall be furnished with an account of the goals, syllabus, time and place of organisation and target group of the course
- the approved courses must also include courses lasting less than a week and local courses.

The federations shall announce the courses no later than 2 months before the first course begins. The training task force may monitor course instruction.

### *Right to participate*

2. Provided that no substantial inconvenience is caused to the enterprise, a shop steward and a labour protection delegate may participate in a course that has been approved by the training task force and lasts for no longer than 2 weeks, and a deputy shop steward and first deputy labour protection delegate may participate in a basic course that has been approved by the training task force and lasts for no longer than 1 week, with the said participation causing no break in employment.

A staff representative may participate in 1 course during the year, and in 1 course of the same content over a 3-year period (reckoned from the end of the last course of the same content).

A shop steward and a labour protection delegate may participate in all modules of a multi-module course during the year where the total length of the course does not exceed 2 weeks.

Only either a shop steward or a deputy shop steward, a labour protection delegate or a first deputy labour protection delegate from the same establishment may participate in basic courses in the same calendar year.

### ***Duty of notification***

3. An employee shall announce participation in a course at the earliest opportunity.

Courses lasting for no longer than one week shall be announced no later than 3 weeks before the course begins and courses lasting for longer than one week shall be announced no later than 6 weeks before the course begins.

The employer shall notify the staff representative at the earliest opportunity and no later than 10 days before a course begins of any reason why participation in the course would cause substantial inconvenience to the enterprise.

### ***Compensation***

4. Staff representatives may take part in courses approved by the training task force with no loss of earnings as follows:

- compensation shall be paid for the lost earnings of a shop steward for no more than 2 weeks, and
- compensation shall be paid for the lost earnings of a labour protection delegate, first deputy labour protection delegate and deputy shop steward for no longer than 1 week,

provided that the course is associated with the participant's co-operation duties at the enterprise.

Compensation for lost earnings shall be based on the employee's regular wages.

No compensation shall be paid for evening and night work bonuses or any other hourly bonuses. Compensation shall be paid for monthly bonuses.

### ***Other benefits***

5. Participation in the training referred to in this section shall not reduce annual holiday, pension or comparable benefits.

### **Section 3 Joint training**

1. Joint training shall generally be provided at individual enterprises.
2. Participation in training shall be agreed between the employer and the employee or shop steward, or in some other locally agreed manner.
3. Examples of joint training include training pertaining to:
  - the co-operation agreement,
  - participation systems and
  - labour protection co-operation.
4. The compensations shall be governed by section 4.

### **Section 4 Vocational further and supplementary training and retraining**

1. The employer shall defray the costs of training and any loss of earnings when providing vocational training for the employee or sending the employee to vocational training events.
2. Compensation for lost earnings from regular working time shall be based on the employee's regular wages.

No compensation shall be paid for evening and night work bonuses or other hourly bonuses.

Compensation shall be paid for monthly bonuses.

Compensation for travelling costs shall be reckoned in accordance with the cheapest form of transport.

3. If training takes place outside of working hours, then the employee shall be compensated for the direct costs of this training.
4. The question of whether training falls within the scope of this section shall be settled before enrolling for the training.

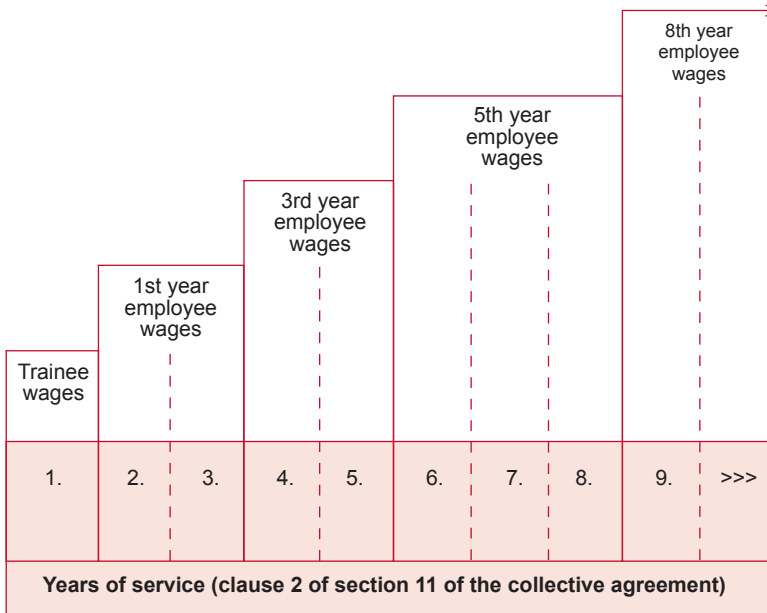
### **Section 5 Validity**

This agreement shall remain in force indefinitely, subject to 3 months' notice of termination.

# WAGE ANNEX 1 May 2014 – 29 February 2016

## 1. SENIORITY LEVELS

The following seniority levels shall apply in the collective agreement for the commercial sector:



## 2. GENERAL DESCRIPTION OF JOB REQUIREMENT LEVELS

The general description of job requirement levels was adopted on 1 May 2008. The job requirement level pay scales for the general description are: A, B1, B2, C1, C2 and D.

The general description of job requirement levels applies in practice to employees with no collective agreement pay scale rate. The general description of job requirement levels does not apply to employees with pay scale rates. Assignment to a job requirement level is made on the basis of general descriptions and collective agreement job titles:

## GENERAL DESCRIPTION OF JOB

	Basic duties	Vocational duties	
<b>Expertise</b>	<p>Expertise in duties emphasising routine working methods.</p> <p>Work mastered through orientation.</p>	<p>Vocational expertise in duties emphasising practical working methods.</p> <p>Work mastered by on-the-job training, ordinary service and product knowledge, and practical experience.</p>	
<b>Judgement</b>	<p>Work done according to working guidelines. Repetitive similar situations.</p>	<p>Work done according to loose working guidelines or general instructions, exercising judgement and a selection of procedures. Situations vary.</p>	
<b>Responsibility</b>	<p>Position involves responsibility for one's own work.</p>	<p>Position involves professional responsibility, which may involve taking care of partial responsibilities.</p>	
<b>Pay scale</b>	A	B1	B2
<b>Collective agreement job titles</b>	<p>Clerical employee A</p> <p>Cleaner</p>	<p>Sales assistant I</p> <p>Clerical employee B</p> <p>Window dresser 1</p>	<p>Warehouse worker</p>

# REQUIREMENT LEVELS

<b>Demanding professional duties</b>		<b>Specialised professional duties</b>
<p>Vocational expertise in duties emphasising the use of specialised vocational knowledge and skills.</p> <p>Work mastered through relevant training, profound service and product knowledge, and diversified experience.</p>		<p>Vocational expertise in duties emphasising the firm command and application of specialised vocational knowledge and skills.</p> <p>Work mastered through relevant training, application of theoretical knowledge, and solid experience.</p>
<p>Work performed in accordance with general guidelines or partly to order, applying choices and options. Situations often varying by customer.</p>		<p>Work performed independently or to demanding and varying order, applying choices and interpretations.</p>
<p>Position involves responsibility for a work or service module.</p>		<p>Position involves responsibility for a demanding work or service module.</p>
C1	C2	D
<p>Sales assistant II Clerical employee C Window dresser II</p>	<p>Clerical employee D</p>	<p>Clerical employee E Wholesale sales assistant I</p>

### 3. JOB REQUIREMENT LEVELS FOR CLERICAL DUTIES

The process of determining the job requirement level for clerical work must begin by investigating the content of duties regardless of job title. The general job requirement level to which the duties generally correspond is then assessed based on the general definitions of job requirement levels.

If the duties comprise two or more functions of differing job requirement, then the assessment of overall job requirement must allow for the amount of time spent on work at each job requirement level and for the importance of this work.

Some examples of job titles that could fall within the job requirement level concerned are specified for various job requirement levels. However, the final selection of job requirement level will depend on the job requirement, and not on the example duties referred to in the job requirement level.

<b>A. Clerical assistant duties</b>	<b>B. Ordinary clerical duties</b>
<p>Duties requiring no previous work experience or vocational training in the sector.</p> <p><b>Example duties</b></p> <p>Filing</p> <p>Posting</p>	<p>Duties that are largely repetitive and that require initiative in the choice of working methods.</p> <p><b>Example duties</b></p> <p>Duplicating</p> <p>Telephone switchboard operation</p> <p>Cashier work</p> <p>Maintaining ledgers</p> <p>Word processing</p> <p>Invoicing</p> <p>Pricing</p> <p>Receiving orders</p>



<p><b>C. Independent clerical duties</b></p>	<p><b>D. Demanding independent clerical duties</b></p>	<p><b>E. Clerical duties of a more demanding and responsible character than the previous class</b></p>
<p>Duties that require previous experience or training in the sector and discretion as to the choice of working methods. The working methods are specified in general guidelines.</p> <p><b>Example duties</b></p> <p>Demanding word processing</p> <p>Telephone switchboard operation</p> <p>Demanding pricing</p> <p>Invoicing requiring knowledge and use of optional grounds</p> <p>Reception of orders including provision of specified articles</p> <p>Payroll accounting</p> <p>Ledger management</p> <p>Compiling statistics (demanding statistical work)</p> <p>Cashier management</p> <p>Partial bookkeeping</p> <p>Independent secretarial duties, such as departmental secretarial work</p>	<p>Duties requiring special skills and knowledge obtained through vocational training or work experience, and command of extensive vocational contexts.</p> <p><b>Example duties</b></p> <p>Bookkeeping</p> <p>Cashier management</p> <p>Demanding domestic correspondence, for example requiring the use of both Finnish and Swedish or independent drafting of letters according to general instructions.</p> <p>Payroll accounting requiring the application of collective agreements and labour and social welfare legislation on the basis of guidance.</p>	<p><b>Example duties</b></p> <p>General ledger bookkeeping</p> <p>Chief cashier duties</p> <p>Foreign correspondence</p>

## 4. PAY SCALES

The pay scales are: A, B1, B2, C1, C2 and D.

<b>Collective agreement job title</b>	<b>Pay scale</b>
Sales assistant I	B1
Sales assistant II	C1
Warehouse worker	B2
Clerical employee A	A
Clerical employee B	B1
Clerical employee C	C1
Clerical employee D	C2
Clerical employee E	D
Cleaner	A
Service station employee I	A
Service station employee II	B1
Service mechanic I	B2
Service mechanic II	C1
Service mechanic III	C2
Wholesale sales assistant I	D
Window dresser I	B1
Window dresser II	C1

Messenger, bottle and customer trolley handling and other ancillary positions are assigned to pay scale A.

## PAY SCALES OF SERVICE STATION RESTAURANT SUPERVISORS

- Pay scale 1:** shift manager  
Cafeterias, fast food restaurants and restaurants where no alcohol is served or establishments licensed to serve fermented alcoholic beverages of no more than 4.7 per cent by volume, “medium strength beer establishments” etc.)
- Pay scale 2:** floor attendant and head cleaner, bartender
- Pay scale 3:** shift manager and supervisor, head waiter, head of reception  
In licensed premises serving alcoholic beverages of more than 4.7 per cent by volume, “A and B licensed establishments” etc.
- Pay scale 4:** cafeteria manager, staff restaurant manager  
Cafeterias, fast food restaurants and restaurants where no alcohol is served or establishments licensed to serve fermented alcoholic beverages of no more than 4.7 per cent by volume, “medium strength beer establishments” etc.)
- Pay scale 5:** chef de cuisine
- Pay scale 6:** restaurant manager, responsible attendant in licensed restaurant premises  
In licensed premises serving alcoholic beverages of more than 4.7 per cent by volume, “A and B licensed establishments” etc.  
Application of supervisor pay scales requires the person to serve as a supervisor. The decisive work for the purpose of determining the pay scale is the work that the supervisor mainly performs.



## **PAY SCALES**

**1 June 2013 – 31 August 2014**

## 5. PAY SCALES 1 June 2013 – 31 August 2014

### Monthly and hourly wages of employees in commerce, 1 June 2013 – 31 August 2014

#### Helsinki, Espoo, Kauniainen, Vantaa

Pay scale	1st year		3rd year		5th year		8th year	
A	1651	10,32	1707	10,67	1799	11,24	1894	11,84
B1	1737	10,86	1791	11,19	1889	11,81	1983	12,39
B2	1753	10,96	1816	11,35	1917	11,98	2012	12,58
C1	1860	11,63	1921	12,01	2043	12,77	2143	13,39
C2	1874	11,71	1939	12,12	2070	12,94	2177	13,61
D	1975	12,34	2046	12,79	2184	13,65	2360	14,75

#### Elsewhere in Finland

Pay scale	1st year		3rd year		5th year		8th year	
A	1585	9,91	1636	10,23	1719	10,74	1808	11,30
B1	1665	10,41	1718	10,74	1811	11,32	1892	11,83
B2	1682	10,51	1743	10,89	1832	11,45	1919	11,99
C1	1781	11,13	1841	11,51	1948	12,18	2041	12,76
C2	1794	11,21	1854	11,59	1969	12,31	2069	12,93
D	1891	11,82	1977	12,36	2079	12,99	2236	13,98

The school student wage is 70 % and the trainee wage is 85 % of the first year lowest wage for each occupational group.

The wage of a clerical trainee is 85 % of the first year pay of a clerical employee at the job requirement level in question

**Wholesale sales assistant grades II and III,  
1 June 2013 – 31 August 2014**

Helsinki, Espoo, Kauniainen, Vantaa

	1st year	3rd year	5th year	8th year
Wholesale sales assistant II	2204	2299	2409	2533
Wholesale sales assistant III	2564	2664	2781	2914

Elsewhere in Finland

	1st year	3rd year	5th year	8th year
Wholesale sales assistant II	2075	2167	2270	2388
Wholesale sales assistant III	2399	2497	2590	2715

**Mechanics and servicing staff, 1 June 2013 – 31 August 2014**

Helsinki, Espoo, Kauniainen, Vantaa	1723
Elsewhere in Finland	1653

**Monthly and hourly wages of service station restaurant employees,  
1 June 2013 – 31 August 2014**

	1st year		5th year		8th year	
Helsinki *	1771	11,07	1821	11,38	1909	11,93
Elsewhere in Finland	1745	10,91	1817	11,36	1858	11,61

\* Helsinki, Espoo, Kauniainen, Vantaa

**Hourly wages of responsible attendants at service stations,  
1 June 2013 – 31 August 2014**

1st year	3rd year	5th year	8th year
12,53	12,83	13,15	13,44

**Monthly and hourly wages of service station restaurant supervisors,  
1 June 2013 – 31 August 2014**

Pay scale	0–2 years		over 2 years		over 5 years		over 10 years	
	1	1841	11,51	1884	11,78	1930	12,06	1975
2	1938	12,11	1983	12,39	2033	12,71	2079	12,99
3	2005	12,53	2053	12,83	2104	13,15	2150	13,44
4	2026	12,66	2073	12,96	2122	13,26	2173	13,58
5	2127	13,29	2179	13,62	2235	13,97	2289	14,31
6	2235	13,97	2289	14,31	2346	14,66	2403	15,02



## **PAY SCALES**

**1 September 2014 – 31 August 2015**

## 6. PAY SCALES 1 September 2014 – 31 August 2015

### Monthly and hourly wages of employees in commerce as of 1 September 2014

#### Helsinki, Espoo, Kauniainen, Vantaa

Pay scale	1st year		3rd year		5th year		8th year	
A	1671	10,44	1727	10,79	1819	11,37	1914	11,96
B1	1757	10,98	1811	11,32	1909	11,93	2003	12,52
B2	1773	11,08	1836	11,48	1937	12,11	2032	12,70
C1	1880	11,75	1941	12,13	2063	12,89	2163	13,52
C2	1894	11,84	1959	12,24	2090	13,06	2197	13,73
D	1995	12,47	2066	12,91	2204	13,78	2380	14,88

#### Elsewhere in Finland

Pay scale	1st year		3rd year		5th year		8th year	
A	1605	10,03	1656	10,35	1739	10,87	1828	11,43
B1	1685	10,53	1738	10,86	1831	11,44	1912	11,95
B2	1702	10,64	1763	11,02	1852	11,58	1939	12,12
C1	1801	11,26	1861	11,63	1968	12,30	2061	12,88
C2	1814	11,34	1874	11,71	1989	12,43	2089	13,06
D	1911	11,94	1997	12,48	2099	13,12	2256	14,10

The school student wage is 70 % and the trainee wage is 85 % of the first year lowest wage for each occupational group.

The wage of a clerical trainee is 85 % of the first year pay of a clerical employee at the job requirement level in question.

**Wholesale sales assistant grades II and III as of  
1 September 2014**

**Helsinki, Espoo, Kauniainen, Vantaa**

	1st year	3rd year	5th year	8th year
Wholesale sales assistant II	2224	2319	2429	2553
Wholesale sales assistant III	2584	2684	2801	2934

**Elsewhere in Finland**

	1st year	3rd year	5th year	8th year
Wholesale sales assistant II	2095	2187	2290	2408
Wholesale sales assistant III	2419	2517	2610	2735

**Mechanics and servicing staff as of 1 September 2014**

Helsinki, Espoo, Kauniainen, Vantaa	1743
Elsewhere in Finland	1673

**Monthly and hourly wages of service station restaurant employees as of 1 September 2014**

	1st year		5th year		8th year	
Helsinki *	1791	11,19	1841	11,51	1929	12,06
Elsewhere in Finland	1765	11,03	1837	11,48	1878	11,74

\* Helsinki, Espoo, Kauniainen, Vantaa

**Hourly wages of responsible attendants at service stations as of 1 September 2014**

1st year	3rd year	5th year	8th year
12,66	12,96	13,28	13,57

**Monthly and hourly wages of service station restaurant supervisors as of 1 September 2014**

Pay scale	0–2 years		over 2 years		over 5 years		over 10 years	
	1	1861	11,63	1904	11,90	1950	12,19	1995
2	1958	12,23	2003	12,52	2053	12,83	2099	13,12
3	2025	12,66	2073	12,96	2124	13,28	2170	13,56
4	2046	12,79	2093	13,08	2142	13,39	2193	13,71
5	2147	13,42	2199	13,74	2255	14,09	2309	14,43
6	2255	14,09	2309	14,43	2366	14,79	2423	15,14

## **PAY SCALES**

**1 September 2015 – 29 February 2016**

## 7. PAY SCALES 1 September 2015 – 29 February 2016

### Monthly and hourly wages of employees in commerce as of 1 September 2015

#### Helsinki, Espoo, Kauniainen, Vantaa

Pay scale	1st year		3rd year		5th year		8th year	
A	1678	10,49	1739	10,87	1833	11,46	1922	12,01
B1	1764	11,03	1823	11,39	1924	12,03	2011	12,57
B2	1780	11,13	1848	11,55	1952	12,20	2040	12,75
C1	1888	11,80	1954	12,21	2078	12,99	2172	13,58
C2	1902	11,89	1972	12,32	2105	13,16	2206	13,79
D	2003	12,52	2079	12,99	2220	13,88	2390	14,94

#### Elsewhere in Finland

Pay scale	1st year		3rd year		5th year		8th year	
A	1611	10,07	1668	10,43	1753	10,96	1835	11,47
B1	1692	10,58	1750	10,94	1845	11,53	1920	12,00
B2	1709	10,68	1775	11,09	1866	11,66	1947	12,17
C1	1808	11,30	1873	11,71	1983	12,39	2069	12,93
C2	1821	11,38	1886	11,79	2004	12,53	2097	13,11
D	1919	11,99	2010	12,56	2114	13,21	2265	14,16

The school student wage is 70 % and the trainee wage is 85 % of the first year lowest wage for each occupational group.

The wage of a clerical trainee is 85 % of the first year pay of a clerical employee at the job requirement level in question.

## Wholesale sales assistant grades II and III as of 1 September 2015

Helsinki, Espoo, Kauniainen, Vantaa

	1st year	3rd year	5th year	8th year
Wholesale sales assistant II	2233	2328	2439	2563
Wholesale sales assistant III	2594	2695	2812	2946

Elsewhere in Finland

	1st year	3rd year	5th year	8th year
Wholesale sales assistant II	2103	2196	2299	2418
Wholesale sales assistant III	2429	2527	2620	2746

## Asentajat ja huoltomiehet 1.9.2015 alkaen

Helsinki, Espoo, Kauniainen, Vantaa	1750
Elsewhere in Finland	1680

## Monthly and hourly wages of service station restaurant employees as of 1 September 2015

	1st year		5th year		8th year	
Helsinki *	1798	11,24	1848	11,55	1937	12,11
Elsewhere in Finland	1772	11,08	1844	11,53	1886	11,79

\* Helsinki, Espoo, Kauniainen, Vantaa

## Hourly wages of responsible attendants at service stations as of 1 September 2015

1st year	3rd year	5th year	8th year
12,71	13,01	13,33	13,62

## Monthly and hourly wages of service station restaurant supervisors as of 1 September 2015

Pay scale	0–2 years		over 2 years		over 5 years		over 10 years	
	1	1868	11,68	1912	11,95	1958	12,24	2003
2	1966	12,29	2011	12,57	2061	12,88	2107	13,17
3	2033	12,71	2081	13,01	2132	13,33	2179	13,62
4	2054	12,84	2101	13,13	2151	13,44	2202	13,76
5	2156	13,48	2208	13,80	2264	14,15	2318	14,49
6	2264	14,15	2318	14,49	2375	14,84	2433	15,21



## **BONUSES**

**1 May 2014 – 29 February 2016**

## 8. BONUSES 1 May 2014 – 29 February 2016

SALES ASSISTANTS AND OTHER SHOP STAFF		Amount and reckoning basis	Time
<b>Evening bonus</b> collective agreement, section 12, clause 3	Helsinki*	4.09 e / h	Monday–Friday 18.00–24.00 and Sunday 18.00–24.00 regardless of opening and single rate. Sundays plus church holidays, 1 May and Independence Day (6 December).
	Elsewhere**	3.91 e / h	
November–December	Helsinki*	8.18 e / h <sup>1)</sup>	Sundays 18.00–24.00 when shop open after 18.00. ( <sup>1)</sup> Bonus is double evening bonus.)
	Elsewhere**	7.82 e / h <sup>1)</sup>	
<b>Holiday eve bonus</b> collective agreement, section 12, clause 4	Same as Saturday bonus		Church holiday eve 18.00–24.00 if shop is open after 18.00.
<b>Night bonus</b> collective agreement, section 12, clause 5	Helsinki*	6.14 e / h	Monday–Saturday 00.00–06.00 regardless of opening.  Bonus not paid for work done between 00.00 and 06.00 on Sunday morning, or on the mornings of church holidays, 1 May or Independence Day (6 December).
	Elsewhere**	5.87 e / h	
<b>Saturday bonus</b> collective agreement, section 12, clause 6	Helsinki*	5.34 e / h	Saturday 13.00–24.00 regardless of opening.
	Elsewhere**	5.16 e / h	
<b>Inventory bonus on Saturdays</b> collective agreement, section 12, clause 7	Same as Saturday bonus		Saturday 13.00–24.00 regardless of opening.
<b>Responsibility bonus</b> collective agreement, section 12, clause 8	At least 5 % of pay scale rate.		
<b>Shop manager's stand-in bonus</b> collective agreement, section 12, clause 9	5–20 %		
<b>Cold room bonus</b> collective agreement, section 12, clause 10	At least 5 % of pay scale rate.		
<b>Freezer unit bonus</b> collective agreement, section 12, clause 11	20 % bonus paid for hours worked in frozen goods warehouse.		
<b>Call-out pay</b> collective agreement, section 12, clause 12	2 hours' pay plus wages payable for emergency work done.		

\* Helsinki, Espoo, Kauniainen, Vantaa

\*\* Elsewhere in Finland

WAREHOUSE WORKERS	Amount and reckoning basis	Time
<b>Evening bonus</b> collective agreement, section 13, clause 2	3.65 e / h 7.30 e / h	Monday–Friday 18.00–22.00. Sunday 18.00–22.00 Sundays plus church holidays, 1 May and Independence Day (6 December).
<b>Night bonus</b> collective agreement, section 13, clause 4	4.30 e / h 8.60 e / h	Monday–Saturday 00.00–06.00 and 22.00–24.00. Sunday 00.00–06.00 and 22.00–24.00. Sundays plus church holidays, 1 May and Independence Day (6 December).
<b>Saturday bonus</b> collective agreement, section 13, clause 6	Helsinki* Elsewhere** 5.34 e / h 5.16 e / h	Saturday 13.00–22.00.
<b>Evening bonus for sales-related warehouse work</b> collective agreement, section 12, clause 3 November–December	Helsinki* Elsewhere** 4.09 e / h 3.91 e / h	Monday–Friday 18.00–24.00 and Sunday 18.00–24.00 as a single bonus if the work is related to sales work done due to open shop. Sundays plus church holidays, 1 May and Independence Day (6 December).
<b>Holiday eve bonus for sales-related warehouse work</b> collective agreement, section 12, clause 4	Helsinki* Elsewhere** 8.18 e / h 7.82 e / h	Sundays 18.00–24.00 if the work is related to sales work done due to open shop.
<b>Night bonus for sales-related warehouse work</b> collective agreement, section 12, clause 5	Helsinki* Elsewhere** 6.14 e / h 5.87 e / h	Church holiday eves 18.00–24.00 if the work is related to sales work done due to open shop.
<b>Saturday bonus for sales-related warehouse work</b> collective agreement, section 12, clause 6	Helsinki* Elsewhere** 5.34 e / h 5.16 e / h	Monday–Saturday 00.00–06.00 if the work is related to sales work done due to open shop. Bonus not paid for work done between 00.00 and 06.00 on Sunday morning, or on the mornings of church holidays, 1 May or Independence Day (6 December).
<b>Working conditions bonuses</b> collective agreement, section 13, clause 8	7–11 % of hourly pay scale rate	Saturday 13.00–24.00 if the work is related to sales work done due to open shop.
<b>Frozen goods warehouse bonus</b> collective agreement, section 13, clause 9	20 % of personal hourly wage.	Bonus paid for all hours worked by employees mainly working in a frozen goods warehouse.
<b>Workteam foreman ("nökkämies")</b> collective agreement, section 13, clause 10	At least 10 per cent of 8th year pay scale rate	
<b>Call-out pay</b> collective agreement, section 13, clause 11	2 hours' pay plus wages payable for emergency work done.	

\* Helsinki, Espoo, Kauniainen, Vantaa  
\*\* Elsewhere in Finland

CLERICAL EMPLOYEES	Amount and reckoning basis	Time
<b>Evening bonus</b> collective agreement, section 14, clause 2	Helsinki* Elsewhere**  Helsinki* Elsewhere**	Monday–Saturday 00.00–06.00 and 18.00–24.00. Sunday 18.00–24.00. Sundays plus church holidays, 1 May and Independence Day (6 December). (*) Bonus is double evening bonus.)
<b>Evening bonus for sales-related clerical work</b> collective agreement, section 12, clause 3 November–December	Helsinki* Elsewhere**  Helsinki* Elsewhere**	Monday–Friday 18.00–24.00 and Sunday 18.00–24.00 as a single bonus if the work is related to sales work done due to open shop. Sundays plus church holidays, 1 May and Independence Day (6 December). Sundays 18.00–24.00 if the work is related to sales work done due to open shop.
<b>Holiday eve bonus for sales-related clerical work</b> collective agreement, section 12, clause 4	Helsinki* Elsewhere**	Church holiday eves 18.00–24.00 if the work is related to sales work done due to open shop.
<b>Night bonus for sales-related clerical work</b> collective agreement, section 12, clause 5	Helsinki* Elsewhere**	Monday–Saturday 00.00–06.00 if the work is related to sales work done due to open shop. Bonus not paid for work done between 00.00 and 06.00 on Sunday morning, or on the mornings of church holidays, 1 May or Independence Day (6 December).
<b>Saturday bonus for sales-related clerical work</b> collective agreement, section 12, clause 6	Helsinki* Elsewhere**	Saturday 13.00–24.00 if the work is related to sales work done due to open shop.

\* Helsinki, Espoo, Kauniainen, Vantaa  
\*\* Elsewhere in Finland

DOORMEN	Amount and reckoning basis	Time
<b>Evening bonus</b> collective agreement, section 13, clause 2	As for warehouse worker evening bonus.	
<b>Night bonus</b> collective agreement, section 13, clause 4	As for warehouse worker night bonus.	
<b>Saturday bonus</b> collective agreement, section 13, clause 6	As for warehouse worker Saturday bonus.	
<b>Evening bonus for sales-related doorman work</b> collective agreement, section 12, clause 3	Helsinki* Elsewhere**  Helsinki* Elsewhere**	4.09 e / h 3.91 e / h  8.18 e / h 7.82 e / h
<b>Holiday eve bonus for sales-related doorman work</b> collective agreement, section 12, clause 4	Helsinki* Elsewhere**	5.34 e / h 5.16 e / h  Church holiday eves 18.00–24.00 if the work is related to sales work done due to open shop.
<b>Night bonus for sales-related doorman work</b> collective agreement, section 12, clause 5	Helsinki* Elsewhere**	6.14 e / h 5.87 e / h  Monday–Saturday 00.00–06.00 if the work is related to sales work done due to open shop. Bonus not paid for work done between 00.00 and 06.00 on Sunday morning, or on the mornings of church holidays, 1 May or Independence Day (6 December).
<b>Saturday bonus for sales-related doorman work</b> collective agreement, section 12, clause 6	Helsinki* Elsewhere**	5.34 e / h 5.16 e / h  Saturday 13.00–24.00 if the work is related to sales work done due to open shop.
	Bonuses may be agreed as part of total pay.	

\* Helsinki, Espoo, Kauniainen, Vantaa  
\*\* Elsewhere in Finland

<b>Cleaners</b>	<b>Amount and reckoning basis</b>	<b>Time</b>
<b>Evening bonus</b> collective agreement, section 15, clause 6	0.93 e / h 1.86 e / h	Monday–Saturday 18.00–22.00. Sunday 18.00–22.00 Sundays plus church holidays, 1 May and Independence Day (6 December).
<b>Night bonus</b> collective agreement, section 15, clause 6	1.95 e / h 3.50 e / h	Monday–Saturday—00.00–06.00 and 22.00–24.00. Sunday 00.00–06.00 and 22.00–24.00. Sundays plus church holidays, 1 May and Independence Day (6 December).
<b>Kiosk sales assistants</b>	<b>Amount and reckoning basis</b>	<b>Time</b>
<b>Evening bonus</b> protocol, section 3, clause 1 and 3	0.94 e / h	Monday–Sunday 18.00–23.00. Sundays plus church holidays, 1 May and Independence Day (6 December).
<b>Night bonus</b> protocol, section 3, clause 2 and 3	3.44 e / h	Monday–Sunday 00.00–06.00 and 23.00–24.00. Sundays plus church holidays, 1 May and Independence Day (6 December).
<b>WINDOW DRESSERS</b>	<b>Amount and reckoning basis</b>	<b>Time</b>
<b>Job-specificity bonus</b> protocol, section 2, clause 5 and collective agreement, section 11 clause 5	Percentage of pay scale rate.	
<b>Language skills bonus</b> protocol, section 2, clause 6 and collective agreement, section 11 clause 9	5 % of pay scale rate per language. Bonus exceeds 5% when employer requires higher than normal language skill level.	

**SERVICE STATION EMPLOYEES**

<p><b>Service stations</b></p>	<p>with daily consumer goods shop stocking fewer than 2000 articles or with no daily consumer goods shop. protocol, section 4, clause 1</p>	<p>with daily consumer goods shop stocking not less than 2000 articles and daily consumer goods shop sales area not exceeding 400 m2 protocol, section 4, clause 2</p>	<p>with daily consumer goods shop exceeding 400 m2.</p>
<p><b>Evening bonus 18:00 – 24:00.</b> Monday-Saturday Sundays, church holidays, 1 May and Independence Day (6 December).</p>	<p>1.04 e / h 2.08 e / h</p>	<p>1.82 e / h 3.64 e / h</p>	<p><b>Work done in daily consumer goods shop:</b> bonuses as for sales assistants and other shop staff. collective agreement, section 12, clauses 3 – 6.</p>
<p><b>Night bonus 00.00–06.00.</b> Monday-Sunday, church holidays, 1 May and Independence Day (6 December).</p>	<p>3.44 e / h</p>	<p>3.64 e / h</p>	<p><b>Work done elsewhere than in daily consumer goods shop:</b> protocol, section 4, clause 1 <b>Evening bonus 18:00 – 24:00.</b> Mon–Sat Sunday, church holiday, 1 May and Independence Day (6 December) <b>Night bonus 00.00–06.00.</b> Mon–Sun, church holiday, 1 May and Independence Day (6 December)</p>
<p><b>Language skills bonus</b> protocol, section 4, clause 4</p>	<p>5 % of pay scale rate</p>		
<p><b>Call-out pay</b> protocol, section 4, clause 5</p>	<p>2 hours' pay plus wages payable for emergency work done.</p>		
<p><b>ALL VOCATIONAL GROUPS</b></p>			
<p><b>Job-specificity bonus</b> collective agreement, section 11, clause 5</p>	<p>Percentage of pay scale rate.</p>		
<p><b>Language skills bonus</b> collective agreement, section 11, clause 9</p>	<p>5 % of pay scale rate per language. Bonus exceeds 5% when employer requires higher than normal language skill level.</p>		







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