



KAUPAN LIITTO

# Collective Agreement for the Commercial Sector

1 February 2017 - 31 January 2018

and

# Wage Annex

1 March 2016 - 31 January 2018

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Collective Agreement  
for the Commercial Sector  
1 February 2017 - 31 January 2018  
and  
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## COLLECTIVE AGREEMENT FOR THE COMMERCIAL SECTOR

### 1. SCOPE

#### Section 1 Scope of the agreement

1. This agreement shall be observed in companies 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 .

### 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 (page 163) and the associated completion instructions.
2. Any trial period must 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 .
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. Temporary employment contracts can be made as specified in section 3 of chapter 1 of the Employment Contracts Act (see page 164).
2. The employee shall be informed of the expiration date of the employment contract in good time, 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 the period not worked is shorter.

The offsetting of compensation shall be governed by section 17 of chapter 2 of the Employment Contracts Act.

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 when the notice was served.

#### *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 calculated 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  
Termination Last day of employment

### *2 months' notice*

31 December <----- 2 months -----> 28 February  
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 offsetting of compensation shall be governed by section 17 of chapter 2 of the Employment Contracts Act.

### *Example 2.*

An employee resigned from a permanent employment relationship on 17 October and left immediately, without observing the 14-day notice period (the employment relationship ended on 31 October). The employee's monthly wage was EUR 1,939.

The employee was working for a total of 11 days (17 calendar days). For this period, the employer pays a wage of 11 x the wage for a working day EUR 92.33 = EUR 1,015.63. The employee is due a total of EUR 930.72 in holiday compensation (1,939 / 25 x 12). After withholding tax, the employee's final balance is (EUR 1,015.63 + EUR 930.72) - EUR 525.51 = EUR 1,420.84.

The employee is liable to pay the employer EUR 923.37 (EUR 1,939 - EUR 1,015.63) in compensation corresponding to the wages for the period of notice that was not observed.

The protected amount for 17 calendar days is  $17 \times 22.41$  (protected amount for debtor in 2017) = EUR 380.97. The employer's receivable of EUR 923.37 is more than twice the protected amount (EUR 761.94) but less than the maximum of four times the amount (EUR 1,523.88) so the employer may deduct a maximum of one third from the final net pay (EUR 1,420.84), amounting to EUR 473.61. The employer retains a further compensation receivable of EUR 449.76 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 company 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 calculated 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. The employment shall end immediately on such rescission.

### **Layoff**

9. An employee hired in regular employment may be laid off at 14 days' notice. The notice period may be reduced to 7 days where locally agreed (in accordance with section 23, page 81). The matter shall be concluded with a shop steward if one has been elected at the workplace.

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, 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.*

Shifts	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Tot. h
	8	7,5	6	7	9	-	-	37.5 hours

The regular working time can be up to 10 hours per day where locally agreed (in accordance with section 23, page 81). The matter shall be concluded with a shop steward if one has been elected at the workplace.

The regular working time of warehouse workers can be up to 12 hours per day where locally agreed (in accordance with section 23, page 81). The matter shall be concluded with a shop steward if one has been elected at the workplace.

*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 can be no longer than 26 weeks (see the protocol for warehouse workers, page 106).

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

The regular working time can be up to 10 hours per day where locally agreed (in accordance with section 23, page 81). The matter shall be concluded with a shop steward if one has been elected at the workplace.

The regular working time of warehouse workers can be up to 12 hours per day where locally agreed (in accordance with section 23, page 81). The matter shall be concluded with a shop steward if one has been elected at the workplace.

***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, if 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 pro rata 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, 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 calculated 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 a different 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.

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, 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 22 May to 30 July 2017.

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 no later than 30 April 2017.

Employees	Contracted hours per week	Total working time in the balancing period
Employee A	37.5 hours per week	375 hours
Employee B	30 hours per week	300 hours
Employee C	20 hours per week	200 hours

### Example 6.

For shifts in the first week of the balancing system in example 5,

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

Schedule of work shifts for the period 22 - 28 May 2017, to be announced by no later than 30 April 2017.

	Mon 22.5.	Tue 23.5.	Wed 24.5.	Thu 25.5.	Fri 26.5.	Sat 27.5.	Sun 28.5.	Total	Remaining hours per week, average hours per week
emp A	Off	09 - 17.30 (r)	12.30 - 21 (r)	12 - 21 (r)	12 - 21 (r)	09 - 17.30 (r)	10.30 - 16	46.5 hours	328.5 hours in a 9-week period, average 36.5 hours per week
emp B	13 - 21 (r)	13 - 21 (r)	Off	Off	09 - 17.30 (r)	10 - 18 (r)	08 - 17 (r)	39 hours	261 hours in a 9-week period, average 29 hours per week
emp C	08 - 16 (r)	10 - 18 (r)	09 - 17.30 (r)	08 - 17 (r)	Off	08 - 16 (r)	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 on other daily rest period arrangements (in accordance with section 23, page 81). Any such rest period shall nevertheless be at least 7 hours.

### **Other working time arrangements**

9. Other working time arrangements are presented in the protocols appended to the collective agreement:

- Weekday public holiday system and 38-hour working week (page 107)
- Reduction in annual working time (page 113)
- 40-hour working week, Pekkaspäivä days off and annual leave system (page 114)
- 40-hour working week, Pekkaspäivä days off and weekday public holiday system (page 123)
- Staff bank (page 130)
- Working time bank (page 132)

10. Standby time and emergency work shall be governed by the Working Hours Act.

11. Night work shall be governed by the night work protocol (page 134) 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.

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 81) shall be required for combining days off in the case of clerical employees.

When preparing the schedule of work shifts, there can be no more than 9 working days between days off (see the protocol on warehouse workers, page 105).

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

*Example 7.*

Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
plan:	W	Off	W	W	W	W	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.*

Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
plan:	W	W	W	Off	W	W	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.

## **Annual leave system**

### **Accruing annual leave**

2. Under the annual leave system, employees accrue annual leave every calendar year as of 1 January 2017. For employment relationships beginning on or after 1

January 2017, annual leave begins to accrue after the employment relationship has lasted 6 months.

Annual leave accrues for each calendar year by virtue of:

- the actual number of hours worked,
- other time that is to be considered working time in the meaning of chapter 2, section 4 of the Working Hours Act,
- training required by the employer to the extent that the employer pays for loss of earnings from regular working hours,
- time during which shop stewards and labour protection delegates are released from work, and
- trade union training undertaken by staff representatives in accordance with a training agreement and within the scope of employer subsidy insofar as the employer pays for loss of earnings from regular working hours.

For every 220 hours accrued, the employee earns annual leave in accordance with the table below:

<b>Number of hours accrued</b>	<b>Number of days of annual leave</b>	<b>Number of hours of annual leave</b>
220	1	7.5
440	2	15
660	3	22.5
880	4	30
1100	5	37.5
1320	6	45
1540	6.5	48.75

#### *Example 9.*

An employee's employment relationship began before 1 January 2017. The number of hours entitling the employee to annual leave is counted as of 1 January 2017.

*Example 10.*

An employee's employment relationship began on 14 February 2017. The employee will have been employed for six months on 13 August 2017. The number of hours entitling the employee to annual leave is counted as of 14 August 2017.

*Example 11.*

The employee's employment relationship lasted from 30 January to 28 May 2017. A new employment relationship is concluded with the employee on 1 June 2017. Annual leave begins to accrue after the employment relationship has lasted a total of 6 months. In this case, the principles for determining employment benefits in successive employment relationships with only brief interruptions as provided for in chapter 1, section 5 of the Employment Contracts Act will be adhered to. The number of hours entitling the employee to annual leave is counted as of 30 July 2017.

**Granting annual leave**

3. Annual leave is granted during the year of accrual, and it must all be granted by the end of April in the year after it was accrued.

At the employee's initiative, a written agreement may be made whereby annual leave is granted by the end of the calendar year following the accrual year.

Annual leave must not coincide with annual holiday or other forms of leave.

*Example 12.*

The employee has 6 days of annual holiday, from 2 to 9 January 2017. Epiphany is on Friday 6 January 2017. As Epiphany is a public holiday and not a day of annual holiday, the employee's 6-day annual holiday ends on Monday 9 January 2017. Annual leave cannot coincide with a period of annual holiday.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
AH	AH	AH	AH	-	AH	-	AH	W

Whenever possible, annual leave should be granted in conjunction with other forms of leave. However, leave can also be granted on an individual day, such as a weekday public holiday.

**Example 13.**

The employee has 6 days of annual holiday, from 7 to 13 April 2017. Good Friday is on 14 April. As the holiday ends on 13 April, annual leave can be allocated to Good Friday, 14 April.

The employee's viewpoints must be heard when annual leave is granted. Periods of three or more consecutive days of annual leave must be agreed upon with the employee.

Annual leave must be marked in the work shift plan. No shifts can be planned to start or end on the calendar day on which annual leave is granted.

Annual leave must be granted in the form of whole days off.

Absences do not change annual leave in accordance with the work shift plan.

The employee earns annual holiday on days of annual leave.

**Effect of annual leave on working time and agreeing on a different value for annual leave**

4. Annual leave is granted in the form of a 7.5-hour working day.

**Example 14.*****Working 37.5 hours, company does not have a working time averaging system***

An employee is granted 1 day of annual leave in the form of a 7.5-hour working day. The employee works a total of 30 hours on the other 4 working days in the week.

30 hours are recorded as contributing to the accrual of annual leave.

**Example 15.*****Working less than 37.5 hours, company does not have a working time averaging system***

The agreed weekly working time of an employee is 30 hours. The employee is granted 1 day of annual leave in the form of a 7.5-hour working day. The employee works a total of 22.5 hours on the other 4 working days in the week.

22.5 hours are recorded as contributing to the accrual of annual leave.

*Example 16.**Working 37.5 hours, company has a working time averaging system*

The workplace applies a system for averaging working time with an averaging period of 12 weeks. The maximum working time in the period is 450 hours (12 x 37.5). 2 days of annual leave, each 7.5 hours in length, are granted during the period. 15 hours of annual leave have been granted.

435 hours are recorded as contributing to the accrual of annual leave.

When an employee has earned the full 6.5 days of annual leave in a calendar year, the proportion of leave in excess of 6 days (3 hours and 45 minutes) must be granted in the form of an entire day.

However, the employer and employee may agree that the proportion of leave in excess of 6 days is realised by means such as:

- shortening one or more working days by the total number of hours in question (salary is paid for the entire planned shift length) or
- paying cash in lieu of the hours in question in accordance with section 6 or
- transferring the hours into a working time bank.

An agreement can be made to replace a planned shift with annual leave at the employee's initiative. In such cases, the length of annual leave corresponds to the length of the shift. However, when such an agreement is made, the potential impact on the amount of annual leave that can be taken must be explained.

The employer and the employee may agree on a different length of a day of annual leave (in accordance with section 23, page 81) if the employee always works shifts of the same length and the shifts last less than 7.5 hours. The length of a day of annual leave is agreed to correspond to the regular shift length, so the number of days of annual leave may also increase. The employer may subsequently plan days of annual leave of the agreed length as part of the schedule of work shifts without separate agreement.

*Example 17.*

An employee is on partial childcare leave. The employee does 6-hour shifts 5 days a week. The employer and the employee agree that a day of annual leave is the same length as a shift. The employer may subsequently plan days of annual leave of the agreed length as part of the schedule of work shifts without

separate agreement. As such, the employee receives 8 days of annual leave and a total of 48 hours of annual leave. The employer and the employee can agree upon how the remaining 45 minutes will be taken in the same way as stated above in relation to granting the proportion of annual leave in excess of 6 days.

### ***Pay for a period of annual leave***

5. During a period of annual leave, the employee receives a wage and fixed supplements, excluding hourly supplements for working conditions and working hours.

Employees paid a monthly salary or a pro rata monthly salary receive their normal salary regardless of the length of annual leave taken.

Employees paid by the hour receive pay for the period of annual leave corresponding to the length of annual leave taken.

Employees working on commission receive their average daily commission during periods of annual leave.

### ***Payment of cash compensation in lieu of annual leave***

6. Once an employee's employment relationship has lasted 6 months, an agreement can be made (in accordance with section 23, page 81) to pay cash compensation instead of granting annual leave. Whenever an employee earns annual leave, the employee will be paid cash compensation corresponding to the duration of the annual leave on the next pay day.

At the employee's initiative, an agreement may also be made to pay cash compensation for an individual period of annual leave or part thereof. Cash compensation is paid on the next pay day.

#### ***Example 18.***

An employee has accrued 4 days of annual leave and the employee wants to receive cash compensation for one of the days. A separate agreement must be made to pay cash compensation to cover the remaining days of annual leave.

The amount of cash compensation is calculated by multiplying the duration of annual leave by the hourly wage. The hourly wage includes the fixed bonuses normally included in the employee's wage on the payment date, but not hourly supplements for working conditions and working hours.

The hourly wage of an employee paid a pro rata monthly salary is calculated by dividing the amount corresponding to the salary for full-time work by 160.

If it is not possible to grant annual leave by the end of April of the year after the leave was accrued, cash compensation must be paid in lieu of leave on the pay day in May.

*Example 19.*

An employee is absent due to illness for a long period. For this reason, it has not been possible to grant the previous year's annual leave by the end of April. The employer pays cash compensation in lieu of leave on the pay day in May.

If it has not been possible to grant annual leave in accordance with a written agreement made at the employee's initiative by the end of the calendar year following the year of accrual, cash compensation must be paid in lieu of leave on the January pay day.

### ***Annual leave at the end of an employment relationship***

7. When an employment relationship ends, cash compensation is paid in lieu of annual leave that has not been taken.

If, at the employee's initiative, an agreement has been made to take annual leave before the employee has accrued it, the employer is entitled to reclaim the compensation paid to the employee for the period of annual leave. It is only possible to reclaim this money if the employment relationship has ended for a reason attributable to the employee.

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

8. Days off shall be scheduled as follows:

***8.1. 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 81).

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.

### 8.2. *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 81). 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.

### 8.3. *March 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 pay 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.

## 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. Under a system for averaging working time, overtime 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.

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.

When determining the increased rate, annual leave granted during the week is also counted as working time.

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

***Working 37.5 hours, company does not have a working time averaging system***

An employee was at work for a total of 30 hours from Monday to Thursday. The employee takes annual leave on Friday. The working time for the week is 37.5

hours, which includes the 30 hours of work done and 7.5 hours corresponding to a day of annual leave.

30 hours are recorded as contributing to the accrual of annual leave.

If the employee works more hours during the week, the increased rate of pay is paid immediately.

*Example 21.*

*Working 37.5 hours, company does not have a working time averaging system*

An employee is listed on the schedule of work shifts as taking annual leave on Friday. This is the period of annual leave in excess of 6 days (3 hours and 45 minutes), which is granted as an entire day off. The working time for the week is 37.5 hours, which includes the 33 hours and 45 minutes of work done and 3 hours and 45 minutes of annual leave.

33 hours and 45 minutes are recorded as contributing to the accrual of annual leave.

If the employee works more hours during the week, the increased rate of pay is paid immediately.

*Example 22.*

*Working less than 37.5 hours, company does not have a working time averaging system*

An employee's weekly working time is 22.5 hours in accordance with the employee's contract. The employee works a total of 15 hours on Monday and Tuesday. The employee is on annual leave on Wednesday, worth a total of 7.5 hours. The working time for the week is 22.5 hours, which includes the 15 hours of work done and 7.5 hours of annual leave.

15 hours are recorded as contributing to the accrual of annual leave.

In the week in question, the employee can do 15 hours (37.5 - 22.5) of additional work for the employee's normal wage.

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.

If a local agreement has been made to enable a warehouse employee to have a regular working time of up to 12 hours per day, the increased wage is only paid after 12 hours have been worked in a 24-hour period. A 100% pay rate increase (“double time”) shall be paid after 12 hours.

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 calculating pay rate increases for additional work and overtime. Working time bonuses shall be paid with no pay rate increase for additional or overtime work.

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

8. From the hours worked under the system for averaging working time:
- 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

In deviation from the above, in warehouses where a local agreement has been reached (in accordance with section 23, page 81) to have regular daily working times of up to 12 hours,

- work exceeding 12 hours in a 24-hour period shall be deducted, for which:
  - a separate 100% pay rate increase (“time and a half”) shall be paid.
- the maximum working times of weeks in the averaging period shall be deducted:
  - number of weeks x 37.5 hours. The working time in an averaging period includes other days of annual leave granted during the period.
- a 50% pay rate increase shall be paid on the balance.

**Example 23.*****Working 37.5 hours, company has a working time averaging system***

A workplace applies a system for averaging working time with a 12-week averaging period over which the planned working time is  $12 \times 37.5 = 450$  hours. During the period, an employee is granted two 7.5-hour days of annual leave. The number of planned hours worked during the period is 435 and the number of hours of annual leave is 15.

The employee has done the planned 450 hours and 50 more hours of work during the period, so the total number of hours is 500. In this period 12 hours were worked in excess of the 10-hour working day. The 10 hours that are eligible for a separate 50% pay rate increase are deducted from the working time in the period ( $500 - 12$ ), leaving 488 hours. The planned working time for the period in question (450 hours) is deducted from this remainder, leaving 38 hours that are eligible for a 50% pay rate increase.

The employee receives a total of 50 hours ( $12 + 38$ ) of wages subject to a 50% increase in addition to the normal salary for the period in question.

485 hours of actual work are recorded as contributing to the accrual of annual leave.

The overtime bookkeeping for the balancing period records the average amount of work per week in excess of 40 hours – 5 hours ( $485 - 12 \times 40$ ).

**Example 24.*****Working less than 37.5 hours, company has a working time averaging system***

The agreed weekly working time of an employee is 30 hours. The workplace applies a system for averaging working time with an averaging period of 12 weeks. The planned working time for the period is  $12 \times 30 = 360$  hours. During the period, an employee is granted two 7.5-hour days of annual leave.

In terms of receiving increased wages, the maximum working time for the period is the same as for a full-time employee – 450 hours ( $12 \times 37.5$ ).

The employee has done the planned 360 hours and 95 more hours of work during the period, so the total number of hours is 455.

The employee is paid the normal wage for 450 hours and a wage plus 50% for the 5 hours in excess of the maximum working time for the period.

440 hours (345 + 90) are recorded as contributing to the accrual of annual leave.

No hours of overtime are recorded for the period.

#### *Example 25.*

#### *Employee working less than 37.5 hours and receiving a pro rata monthly salary, company uses a balancing system*

An employee has an employment contract with an agreed weekly working time of 30 hours, and this is used as the basis for calculating the employee's pro rata monthly salary. The workplace applies a system for averaging working time with an averaging period of 12 weeks. The planned working time for the period is 360 hours (12 x 30). During the period, the employee is granted two 7.5-hour days of annual leave.

In terms of receiving increased wages, the maximum working time for the period is the same as for a full-time employee – 450 hours (12 x 37.5).

The employee has done the planned 360 hours and 95 more hours of work during the period, so the total number of hours is 455.

The employee receives the normal salary and the normal hourly wage for the 90 hours worked in excess of the planned number, as well as a 50% increased rate for the 5 hours in excess of the maximum working time for the period.

440 hours (345 + 95) are recorded as contributing to the accrual of annual leave.

No hours of overtime are recorded for the period.

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

**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, 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 attributable 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 in points a. and b. Pay rate increases shall be paid to warehouse workers in accordance with section 6 (see page 43).

**Example 26.**

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, the hours not worked shall be deducted from the employee's final balance.

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, 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, the hours not worked shall be deducted from the employee's final balance.

### **Maximum overtime**

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

### **Hourly wage divisor**

18. The hourly wage shall be calculated 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
- b. within 2 years of the date when the employment ends.

## 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 calculating pay rate increases for Sunday pay. Compensation for Sunday work shall be governed by section 38 of the Working Hours Act (see section 9, clause 19).

## 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, such as maternity, paternity and parental leave (child care leave and military service are not included in seniority).

#### *Example 27.*

A person who has worked for 3 years as a kiosk sales assistant is hired as a sales assistant in a shoe shop. The full length of time spent working as a sales

assistant counts when calculating 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 28.*

A person with prior experience as a sales assistant is hired for warehouse duties in another company. The procedure specified in point 3 of this section shall apply when calculating 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 state 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, 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), 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 calculated 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 calculated by dividing the monthly wage by 21 unless the information system of the company uses the true number of working days.

#### Example 29.

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, 7 working days and 1 day of annual leave.

The monthly wage is EUR 1,848.

Wage per working day:  $\text{EUR } 1,848 / 21 = \text{EUR } 88$ .

Wage payable =  $8 \times 88 = \text{EUR } 704$ .

**Example 30.**

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 9 working days of absence between day 18 and day 30.

The monthly wage is EUR 1,848.

Wage per working day: EUR 1,848 / 21 = EUR 88.

Pay for working days of absence: 9 × EUR 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 wage is obtained by dividing the full-time salary in accordance with the pay scale 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 when wages are paid 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 levels***

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 HVAC 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. 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).

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 employees in accordance with paragraph 3 of point 3 of this section.

#### ***Example 31.***

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 regular employees (employment relationships with working time less than 37.5 hours)</b>	<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 in point 6 of section 11 (temporary assignment, page 49).

### ***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 on the same day 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 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 53) 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 54) 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 54) when the warehouse work is connected to sales work.

### **Working conditions bonuses**

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 matter shall be concluded with a shop steward if one has been elected at the workplace.

### **Frozen goods warehouse bonus**

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

Bonus paid for all hours worked by employees mainly working 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 8th 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 on the same day 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 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 (page 53–54) when the office duties are connected to sales work.

### ***Job requirement levels***

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 company employees shall be governed by section 13, excluding the regulations of points 3, 5 and 7 of the said section (page 56).

### ***Doormen***

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

Bonuses for evening, holiday eve, night and Saturday work shall be paid in accordance with points 3-6 of section 12 (page 53-54) 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 56) when working time is determined on a different basis. Bonuses may be agreed as part of 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, 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 a different account thereof that is acceptable to the employer.

The medical certificate shall be obtained in the first instance from the occupational health physician or a different 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), 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.

### ***Self-declaration procedure***

3. The procedure set out below does not apply to self-declaration procedures adopted before 1 February 2017.

Companies may begin using a self-declaration procedure applying to absence due to illness where locally agreed (according to section 23, page 81). A self-declaration procedure means that employees are able to inform their employer that they are unable to work without requiring certification from a doctor or nurse to demonstrate lack of working capacity.

The agreement can apply to employees' own periods of absence due to illness for a maximum of 3 calendar days.

The self-declaration procedure only applies to short-term illnesses that do not require medical treatment (such as a cold or stomach bug).

The employer must be informed without delay when the employee is unable to work. If the employee either wilfully or negligently fails to report the illness immediately, the duty to pay wages shall commence from the time of reporting.

The employer may require the employee to provide a doctor's certificate covering the entire period of absence before wages are paid if this is considered necessary for justified reasons.

### ***Wage payment***

4. 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
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 5, relapse).

Wages shall be paid for working days included in the said period (see point 7 of this section, page 64-65, 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 56) 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.
- 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, 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 different 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.

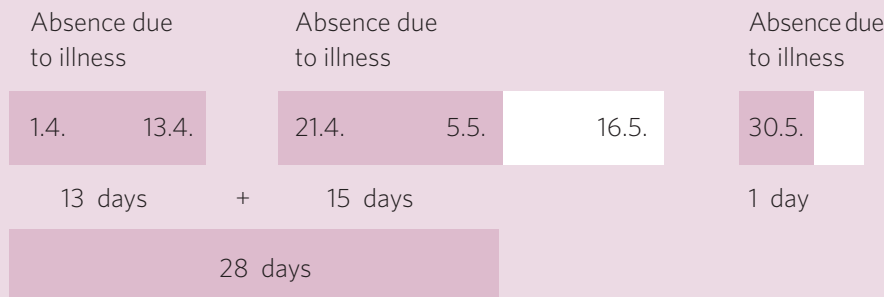
### **Relapse of illness**

5. If an employee's illness relapses within 30 days of returning to work, wages are paid for the period of absence due to illness as follows:

- 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 Sickness Insurance Act, i.e. for the day of onset of illness if this is a working day.

**Example 32.**

The employment has continued for one year. Upon falling ill the employee receives 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.



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**

6. An employee who is absent from work pursuant to the Infectious Diseases Act shall be paid in accordance with this section.

**Employees working less than 37.5 hours**

7. 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

### *Sudden 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 suddenly in the employee's family.

2. If a child under 10 years of age suddenly falls ill, 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 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 33.*

Shift plan:	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	W	W	Off	W	W	W	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 34.*

Schedule of work shifts:	Thu W	Fri W	Sat Off	Sun Off	Mon W	Tue W
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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 50th and 60th 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 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.

### ***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 to diagnose 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, 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
- the examinations referred to in the Infectious Diseases Act 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 company.

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 locality.

### *e. Absence for other reasons*

Screening examinations (Government Decree on Screenings : 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 and the Sickness Insurance Act.
2. An employee departing on maternity or adoption leave shall be paid:

- a. the difference between regular wages and the maternity benefit entitlement under the Sickness Insurance Act for a period of 3 months, or
- b. 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, 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 calculated 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, the difference shall be paid according to the weekly working time that was agreed.

An employee departing on paternity leave shall be paid the difference between regular wages and the paternity benefit entitlement under the Sickness Insurance Act 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 types of family leave shall be unpaid.

### ***Notification periods***

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

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

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

### ***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.

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 reported under the Employment Contracts Act 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 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 week days
- at least one year                        2.5 week days.

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 35.*

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 calculated 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 36.*

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 calculated 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 37.*

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 calculated 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.

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 a weekday other than Saturday, 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, the Sunday immediately preceding the start of the holiday shall be a day off, or
- if it ends on a Saturday, 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 81) stipulates that it may be paid on the company's normal wage payment. The agreement shall be concluded with the company shop steward if one has been elected.

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

Holiday compensation shall be paid in accordance with the Annual Holidays Act when the employment ends.

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

6. The pay for one day of annual holiday is calculated by dividing the monthly salary by 25.

Commission-based holiday pay shall be governed by the Annual Holidays Act.

An employee's holiday pay shall be calculated 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 one year or more 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 one year or more by the end of the leave-earning year (31 March).

#### ***Example 38.***

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 earnings also include the wages paid when annual leave was taken.

The employee has earned  $5 \times 2$  days = 10 days of annual holiday. and the employee will receive 10% of EUR 6,130 = EUR 613 in holiday pay. The pay for one day of annual holiday is calculated 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 39.***

An employee has been employed for more than one year by the end of the leave-earning year (31 March) and has worked for at least 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 earnings also include the wages paid when annual leave was taken. 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 calculated 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 point 5 of section 7, page 37, and sections 17-18, page 65-68), 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 40.*

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 calculated 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 calculated 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)
- leave-earning periods during 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)
- 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, 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, holiday compensation shall be paid 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.

### *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.

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

#### *Example 41.*

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:

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

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 42.***

An employee was made redundant on 30 May with effect as of 30 July. An agreement was made for the employee to take summer holiday 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 81). The agreement shall be concluded with the company shop steward if one has been elected.

Half of the summer holiday bonus may be paid 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 43.*

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 no later than the last wage payment day before Christmas.

If the employment ends in October, for example, the remainder of the holiday bonus 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 company.

### **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 earns annual holiday during time off in lieu of the holiday bonus.

If the employee falls ill during time off in lieu of the holiday bonus, the provisions of the Annual Holidays Act shall apply.

#### *Example 44.*

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 45.*

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 company travelling regulation

***Company travelling regulation***

2. The reimbursements of the company 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 company travelling regulation if:
  - the employee performs work-related travel for a company that is limited by region and operates in several municipalities
  - the employee participates at the employer's expense in training that is internal to the company 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 company in the same locality.

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 remain 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 preventing substance abuse problems, processing 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 137-147.

### ***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 shall be prepared in duplicate when no settlement can be reached (page 159-160).

#### *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 that is current at the time of signing this agreement.

## 11. VALIDITY

### Section 27 Validity of the agreement

1. This agreement shall remain in force until 31 January 2018.

2. After 31 January 2018 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.

## SURVIVAL CLAUSE

### Validity

The survival clause is valid from 1 February 2017 to 31 January 2018. At the end of the agreement period, the parties to the collective agreement will review the effects of the survival clause on employment and crisis preparations in the commercial sector. On this basis, the parties will decide whether to continue using the clause.

Agreements made on the basis of the survival clause are known as survival agreements.

### Section 1

If it is jointly stated in the workplace at the beginning of the agreement period that the company is in serious and unusual financial difficulty, a local agreement can be made to temporarily adjust the conditions of employment in order to avoid workforce reductions and safeguard the company's continuity. The reason must be a temporary change in conditions beyond the employer's control. The reason for making a survival agreement must not be a reduction in demand caused by normal competition.

Before negotiations are entered into, the other opportunities for making local agreements as provided for in the collective agreement must be verified insofar as is possible, along with the effects of these agreements on the company's circumstances.

### Section 2

Survival agreements are negotiated and agreed with the shop steward. If the employees have not elected a shop steward, the survival agreement will be negotiated with all of the employees within the scope of the collective agreement simultaneously. A joint decision by the employees within the scope of the collective agreement is required before the agreement can enter into force.

While the agreement is in force, the employer must not terminate employment relationships or change them to part-time working arrangements for financial and production-related reasons, nor must the employer increase its use of leased labour. However, if the employer's capacity for offering work is substantially and suddenly reduced for unforeseeable reasons beyond the employer's control, layoffs are permitted while the agreement is in force.

### Section 3

The employer must demonstrate the existence of the financial difficulties referred to above, and provide the shop steward or personnel with all written information required to demonstrate the financial circumstances and make an agreement well in advance of the commencement of negotiations, along with information required to evaluate the measures referred to in the survival plan and assess their impact.

All information that contains business and trade secrets, non-public information about the company's financial position or information that the company has otherwise declared confidential must be kept secret. The same applies to information that must be kept confidential on the basis of law or agreements.

Notwithstanding the confidentiality provisions, the shop steward or personnel are entitled to consult experts and request advice from their union on the matter in hand and go through documents with the union representative in this context. The union is obliged to treat the information confidentially and destroy the information after use.

The employer and shop steward or personnel agree upon a reasonable and sufficient length of time required to negotiate the survival agreement – there will be no loss of earnings for the use of this time. If a shop steward has been elected, the shop steward will be completely exempt from working for the time taken to investigate and verify the financial circumstances referred to here, and to negotiate the agreement. The shop steward will lose no earnings for this period.

If the company has a deputy shop steward, the deputy shop steward will handle the shop steward's duties with the shop steward's entitlements and obligations for this period.

### Section 4

A survival plan will be made as part of the agreement. The plan must detail the measures that will be taken to adjust working conditions and other measures that will be taken in the company. The plan must also provide detail on the timetable and procedures for evaluating the impact of the adjustment measures.

When preparing a survival plan, the measures should be allocated as evenly as possible across every member of personnel.



## Section 5

Local agreements cannot be used to cut wages (in accordance with the collective agreement), wage supplements, or pay for periods of illness or family leave in accordance with the collective agreement, or any other items equivalent to pay.

Agreements can be made to postpone the payment date for holiday pay, Sunday bonuses, bonuses for additional work and overtime (increased wage components in accordance with the collective agreement) by up to 12 months. However, the parties may also make a different agreement on the precise payment schedule in the survival plan.

A different agreement can be made on the timetable for publishing the work shift schedule and grounds for adjusting the schedule (section 6, clause 5 of the collective agreement) as part of the survival agreement.

## Section 6

A local agreement can be made for the defined period for which it is jointly assessed that the conditions are in place for using a survival agreement but the period can be no longer than one year. If the agreement is made for a period of less than one year, the agreement can be renewed if the conditions for making the agreement are still in place at the end of the period. The combined maximum length of these agreements cannot exceed one (1) year, calculated from the commencement date of the first agreement. The agreement is made in writing.

The parties to the local agreement audit and monitor the implementation and impact of the agreement in the manner agreed upon in the survival plan. The agreement should end prematurely if the aforementioned grounds for the agreement's continuation are no longer in place. The agreement can also be made conditional on improvements in the company's financial position. The agreement will be rescinded effective from the moment it entered into force if either party is found guilty of a material breach of contract or if the agreement was founded on substantially false grounds.

## Section 7

Survival plans in accordance with this protocol have the same legal effect as the collective agreement.

## Section 8

The employer should inform all personnel of the creation and key contents of the agreement without delay, taking into consideration the requirements for protecting

privacy. Labour market organisations will monitor the use and impact of survival clauses within companies in the commercial sector. The employer is obliged to provide employees with the information they require for the authorities.

## **SELECTION OF RELEVANT PROTOCOL AGREEMENTS**

## PROTOCOLS FOR OCCUPATIONAL GROUPS

### 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 31) 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 48).

#### Section 2 Guideline earnings and minimum wage

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

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

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.

- 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 fringe benefit or on payment of the taxable value of the voucher.

3. Section 22 of the collective agreement shall apply in other respects (page 80).

## 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 77) shall apply in other respects, with the exception of clause 8 thereof.

# 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.

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 calculating 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 47).

## Section 3 Wages

### *Training period*

1. The training period shall be 1 year.

A car washer and service station cleaner shall be 1st year employees immediately.

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

### *Pay scale groups*

2. Pay scale groups

Collective agreement job title	Pay scale
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% alcohol 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.

Licensed restaurants are restaurants 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 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 00.00. 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 00.00. 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 52).

- 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% of the pay scale rate.

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

5. An employee shall be entitled to call-out pay when called back to work on the same day 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.

## 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 m<sup>2</sup>.

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, Independence Day (6 December) and 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.

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 calculating 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 47).

# 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 calculated twice per calendar year on the basis of earnings for the preceding 12 calendar months (the calculation period).

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

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

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

3. Calculating 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.

## 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 calculated 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 49).

#### *Job requirement levels*

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%.

Examples of particularly demanding window dressing include:

- designing serial advertisements
- demanding interior advertising solutions for 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 49).

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 unusual 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 (page 50).

## **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.

## 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
  - planning duties
  - 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
- taking orders
- sales travel as instructed
- top-up orders
- buyer duties of a 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
- participating in buying functions
- guiding and advising customers
- sales promotion
- sales travel as instructed
- buyer duties of a 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 a 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.

## WAREHOUSE WORKERS

### Section 1 Performance-related pay

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, 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.

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.

A different local agreement can be made on the matters described above in accordance with section 23 of the collective agreement (page 81). The matter shall be concluded with a shop steward if one has been elected at the workplace.

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.

## **Section 2 General increase in performance-related pay**

The general increases in pay agreed between the union and the federation apply to the performance-related components of warehouse workers' pay increases in companies using a performance-related system at the time of the pay increase.

In these companies, the pay increase applying to the performance-related component is realised in a manner decided upon by the employer in accordance with one of the models described below:

Alternatively, a local agreement may be made on a different method of calculating, dividing or replacing the performance-related component of the increase in accordance with section 23 of the collective agreement (page 81).

A. The general rate of increase is used to calculate the proportion from the employee's average performance-related pay. The monetary sum obtained in this way is added to the employee's personal monthly salary or hourly wage on the next pay day.

B. The general increase is used to increase the performance-related unit prices, multipliers or comparable components in such a way that an equivalent performance yields the same performance-related pay plus the amount corresponding to the general increase.

## **Section 3 Making different agreements on certain regulations**

1. Employers and warehouse workers can make local agreements on granting leave in lieu of performance-related pay or working time bonuses in accordance with section 23 of the collective agreement (page 81). When leave is taken or converted, the provisions concerning holiday bonuses and working time bank leave shall apply,

2. In accordance with section 23 of the collective agreement (page 81), a local agreement may be made to change the provisions of paragraph 5 in point 1, section 7 of the collective agreement, whereby the maximum number of working days between days off when planning the schedule of work shifts is 9.

3. In accordance with section 23 of the collective agreement (page 81), a local agreement may be made to change the provisions of paragraph 2 in point 3b, section 6 in the collective agreement, whereby the averaging period can be a maximum of 26 weeks. If a local agreement is made, the averaging period may not exceed 52 weeks.

#### **Section 4 Reviewing and reducing the number of absences due to illness**

The employer and warehouse workers commit to regular reviews of absences due to illness, as well as to developing and implementing means for reducing the number of such absences.

## WORKING TIME PROTOCOLS

### WEEKDAY PUBLIC HOLIDAY SYSTEM AND 38-HOUR WORKING WEEK

#### *Local agreement on the introduction of the weekday public holiday system*

1. A local agreement may be made in accordance with section 23 of the collective agreement to use a weekday public holiday system in the company in whole or in part instead of the annual leave system.

2. The extension to working hours called for by the competitiveness pact is implemented under this alternative by extending the working time of full-time employees to an average of 38 hours per week. The extension to working hours does not require changes to the employment contract.

Employees working less than 37.5 hours per week will not have their weekly working time extended due to the competitiveness pact.

3. If a union representative has been nominated for the workplace in accordance with the collective agreement, the union representative can agree upon the introduction of a weekday public holiday system on behalf of the employees whom he/she represents.

If the agreement is made with the employees, the introduction of the weekday public holiday system must be agreed upon with each employee belonging to the occupational group in question.

4. In accordance with section 23 of the collective agreement, the agreement may have a fixed duration or an indefinite duration. However, the agreement will always remain in force for at least one calendar year at a time.

5. Points 6–10 of this protocol concerning reductions for weekday public holidays replace points 2–7 of section 6 of the collective agreement applying to annual leave.

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

6. A weekday public holiday that reduces working time, decreases the number of working days in the week or balancing period in question by 1 and the number of working hours by 7.6 (7 hours and 36 minutes).

7. 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 81) 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, it shall also be a day off in a week including a weekday public holiday.

*Example 46.*

*At a company with no system for averaging working time:*

The average weekly working time of a sales assistant is 38 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 7.6 hours (7 hours and 36 minutes). There will be 4 working days in the reduction week and the weekly working time will be 30.4 hours (30 hours 24 minutes).

*Example 47.*

*At a company using a system for averaging working time:*

The average weekly working time of a sales assistant is 38 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	Number of working hours
							228 - 7.6 = 220.4 hours
			Week with a weekday public holiday				(220 hours 24 minutes)

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 7.6 hours (7 hours 36 minutes). 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  $6 \times 38 = 228$  hours. The reduction is achieved by requiring 29 working days and 220.4 working hours (220 hours 24 minutes) in the period.

8. 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 from Monday to Friday:

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

9. 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 Independence Day (6 December).

*Example 48.*

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 from Monday to Friday.

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

10. 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 cash 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 cash compensation or reduction in working time shall be calculated by dividing the weekly working time agreed in the employment contract by 5.

**Example: 49.**

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 cash 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.

**Additional work and overtime**

11. Section 9 of the collective agreement shall apply to additional work and overtime, with the exception of points 5–8. The provisions in points 12–15 of this protocol replace the points referred to above.

In points 13–15 of section 9 of the collective agreement, a value of 38 hours is used instead of 37.5.

**Pay rate increases**

12. A pay rate increase of 50% ("time and a half") shall be paid for work done in excess of 10 hours a day or 38 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 30.4 hours (30 hours 24 minutes) when there is one such holiday and 22.8 hours (22 hours 48 minutes) when there are two such holidays in the week.

13. 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.

If a local agreement has been made in accordance with section 23 of the collective agreement (page 81) to enable a warehouse employee to have a regular working



time of up to 12 hours per day, the increased wage is only paid after 12 hours have been worked during a single day. A 100% pay rate increase (“double time”) shall be paid after 12 hours.

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 12.

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

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

15. 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

In deviation from the above, in warehouses where a local agreement has been reached in accordance with section 23 (page 81) to have regular daily working times of up to 12 hours,

- a. work exceeding 12 hours in a 24-hour period shall be deducted, for which:
  - a separate 100% pay rate increase (“time and a half”) shall be paid.
- b. the maximum working times of weeks in the averaging period shall be deducted:
  - number of weeks x 38 hours, from which the number of weekday public holiday reductions x 7.6 hours (7 hours 36 minutes) shall be deducted for a full-time employee
- c. a 50% pay rate increase shall be paid on the balance.

#### ***Example 50.***

#### ***Working 38 hours, company has a working time averaging system***

A workplace applies a system for averaging working time with a 12-week averaging period over which the maximum total working time is  $12 \times 38 = 456$  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 ( $12 \times 38 - 7.6 = 448.4$  hours (448 hours 24 minutes)) is deducted from this remainder, leaving 36.6 hours (36 hours 36 minutes) eligible for a 50% pay rate increase.

The employee receives a total of  $(15 + 36.6)$  51.6 hours (51 hours 36 minutes) of wages subject to a 50% increase in addition to the normal salary for the period in question.

The overtime bookkeeping for the balancing period records the average amount of work per week in excess of 40 hours, in this case 20 hours. ( $500 \text{ hours} - 12 \times 40 \text{ hours}$ ).

#### *Example 51.*

#### *Working less than 37.5 hours on an hourly wage, company has a balancing system*

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. The period includes 1 weekday public holiday, for which cash compensation is paid.

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 ( $12 \times 38 = 456$  hours) is deducted from this remainder, leaving 29 hours that are eligible for a 50% pay rate increase.

During the balancing period in question, the employee is paid the normal hourly wage for the planned 360 hours and for the difference between the maximum working time in the weeks in the period and the planned working time ( $456 - 360 = 96$  hours). The normal hourly wage is paid for a total of 456 hours ( $360 + 96$ ). The employee receives a total of 44 hours ( $15 + 29$ ) of wages subject to a 50% increase in the period. 6 hours' wages are also paid in compensation

for the weekday public holiday working time reduction.

The overtime bookkeeping for the balancing period records the average amount of work per week in excess of 40 hours, which is 20 hours ( $500 - 12 \times 40$ ) in this case.

## REDUCTION IN ANNUAL WORKING TIME

### Scope of application

1. Reduction of annual working time by 116 hours shall apply to forms of working time in which the 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.

### Working time reduction models

3. 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 Pekkaspäivä days off, or
  - by agreeing on a different reduction approach locally.

### Working time reduction by local agreement

4. 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 company, or to an establishment, department or other unit thereof
  - shall be valid for one calendar year unless otherwise agreed.

## 40-HOUR WORKING WEEK, PEKKASPÄIVÄ DAYS OFF AND ANNUAL LEAVE SYSTEM

### Accruing Pekkaspäivä days off

1. Full-time employees shall be entitled to Pekkaspäivä days off for each calendar year as follows:

Duration of employment	Number of Pekkaspäivä days off
2-4 months	3 days
5-7 months	7 days
8-10 months	11 days
11-12 months	14 days

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

2. The following days shall be deemed equivalent to working days:

- days referred to in section 7 of the Annual Holidays Act, 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 (page 65), with the exception of days spent caring for a severely ill child.

### Granting Pekkaspäivä days off

3. Pekkaspäivä days off shall be granted no later than the end of April in the year following the year in which entitlement accrues.

Pekkaspäivä 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.

Pekkaspäivä days off shall be announced in accordance with point 5 of section 6 of the collective agreement. (page 29).

## Absences and annual holiday

4. Absences shall not affect the Pekkaspäivä days off entered in a schedule of work shifts.

Annual holiday shall accrue for Pekkaspäivä days off.

## Pekkaspäivä days off at the end of an employment relationship

5. At the end of employment:

- regular wages shall be paid in compensation for Pekkaspäivä days off not taken
- the wages corresponding to excessive Pekkaspäivä days off granted shall be deducted from the final wage settlement as a pay advance without the offsetting limitation referred to in section 17 of chapter 2 of the Employment Contracts Act.

## Annual leave system

6. Points 7-12 of this protocol concerning reductions for weekday public holidays replace points 2-7 of section 7 of the collective agreement applying to annual leave.

## Accruing annual leave

7. Under the annual leave system, employees accrue annual leave every calendar year as of 1 January 2017. For employment relationships beginning on or after 1 January 2017, annual leave begins to accrue after the employment relationship has lasted 6 months.

Annual leave accrues for each calendar year by virtue of:

- the actual number of hours worked,
- other time that is to be considered working time in the meaning of chapter 2, section 4 of the Working Hours Act,
- training required by the employer to the extent that the employer pays for loss of earnings from regular working hours,
- time during which shop stewards and labour protection delegates are released from work, and
- trade union training undertaken by staff representatives in accordance with a training agreement and within the scope of employer subsidy insofar as the employer pays for loss of earnings from regular working hours.

For every 220 hours accrued, the employee earns annual leave in accordance with the table below:

Number of hours accrued	Number of days of annual leave	Number of hours of annual leave
220	1	8
440	2	16
660	3	24
880	4	32
1100	5	40
1320	6	48
1540	6.5	52

*Example 52.*

An employee's employment relationship began before 1 January 2017. The number of hours entitling the employee to annual leave is counted as of 1 January 2017.

*Example 53.*

An employee's employment relationship began on 14 February 2017. The employee will have been employed for six months on 13 August 2017. The number of hours entitling the employee to annual leave is counted as of 14 August 2017.

*Example 54.*

The employee's employment relationship lasted from 30 January to 28 May 2017. A new employment relationship is concluded with the employee on 1 June 2017. Annual leave begins to accrue after the employment relationship has lasted a total of 6 months. In this case, the principles for determining employment benefits in successive employment relationships with only brief interruptions as provided for in chapter 1, section 5 of the Employment Contracts Act will be adhered to. The number of hours entitling the employee to annual leave is counted as of 30 July 2017.

## Granting annual leave

8. Annual leave is granted during the year of accrual, and it must all be granted by the end of April in the year after it was accrued.

At the employee's initiative, a written agreement may be made whereby annual leave is granted by the end of the calendar year following the accrual year.

Annual leave must not coincide with annual holiday or other forms of leave.

### *Example 55.*

The employee has 6 days of annual holiday, from 2 to 9 January 2017. Epiphany is on Friday 6 January 2017. As Epiphany is a public holiday and not a day of annual holiday, the employee's 6-day annual holiday ends on Monday 9 January 2017. Annual leave cannot coincide with a period of annual holiday.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
AH	AH	AH	AH	-	AH	-	AH	W

Whenever possible, annual leave should be granted in conjunction with other forms of leave. However, leave can also be granted on an individual day, such as a weekday public holiday.

### *Example 56.*

The employee has 6 days of annual holiday, from 7 to 13 April 2017. Good Friday is on 14 April. As the holiday ends on 13 April, annual leave can be allocated to Good Friday, 14 April.

The employee's viewpoints must be heard when annual leave is granted. Periods of three or more consecutive days of annual leave must be agreed upon with the employee.

Annual leave must be marked in the work shift plan. No shifts can be planned to start or end on the calendar day on which annual leave is granted.

Annual leave must be granted in the form of whole days off.

Absences do not change annual leave in accordance with the work shift plan.

The employee earns annual holiday on days of annual leave.

## Effect of annual leave on working time and agreeing on a different value for annual leave

9. Annual leave is granted in the form of an 8-hour working day.

### *Example 57.*

#### *Working 40 hours, company does not have a working time averaging system*

An employee is granted 1 day of annual leave in the form of an 8-hour working day. The employee works a total of 32 hours on the other 4 working days in the week.

32 hours are recorded as contributing to the accrual of annual leave.

### *Example 58.*

#### *Working 40 hours, company has a working time averaging system*

The workplace applies a system for averaging working time with an averaging period of 12 weeks. The maximum working time in the period is 480 hours (12 x 40). 2 days of annual leave, each 8 hours in length, are granted during the period. 16 hours of annual leave have been granted.

464 hours are recorded as contributing to the accrual of annual leave.

When an employee has earned the full 6.5 days of annual leave in a calendar year, the proportion of leave in excess of 6 days (4 hours) must be granted in the form of an entire day.

However, the employer and employee may agree that the proportion of leave in excess of 6 days is realised by means such as:

- shortening one or more working days by the total number of hours in question (salary is paid for the entire planned shift length) or
- paying cash in lieu of the hours in question in accordance with section 11 or
- transferring the hours into a working time bank.

An agreement can be made to replace a planned shift with annual leave at the employee's initiative. In such cases, the length of annual leave corresponds to the length of the shift. However, when such an agreement is made, the potential impact on the amount of annual leave that can be taken must be explained.



## Pay for a period of annual leave

10. During a period of annual leave, the employee receives a wage and fixed supplements, excluding hourly supplements for working conditions and working hours.

Employees paid a monthly salary receive their normal salary regardless of the length of annual leave taken.

Employees working on commission receive their average daily commission during periods of annual leave.

## Payment of cash compensation in lieu of annual leave

11. Once an employee's employment relationship has lasted 6 months, an agreement can be made in accordance with section 23 (page 81) to pay cash compensation instead of granting annual leave. Whenever an employee earns annual leave, the employee will be paid cash compensation corresponding to the duration of the annual leave on the next pay day.

At the employee's initiative, an agreement may also be made to pay cash compensation for an individual period of annual leave or part thereof. Cash compensation is paid on the next pay day.

### *Example 59.*

An employee has accrued 4 days of annual leave and the employee wants to receive cash compensation for one of the days. A separate agreement must be made to pay cash compensation to cover the remaining days of annual leave.

The amount of cash compensation is calculated by multiplying the duration of annual leave by the hourly wage (using 160 as the divisor). The hourly wage includes the fixed bonuses normally included in the employee's wage on the payment date, but not hourly supplements for working conditions and working hours.

If it is not possible to grant annual leave by the end of April of the year after the leave was accrued, cash compensation must be paid in lieu of leave on the pay day in May.

### *Example 60.*

An employee is absent due to illness for a long period. For this reason, it has not been possible to grant the previous year's annual leave by the end of April. The employer pays cash compensation in lieu of leave on the pay day in May.

If it has not been possible to grant annual leave in accordance with a written agreement made at the employee's initiative by the end of the calendar year following the year of accrual, cash compensation must be paid in lieu of leave on the January pay day.

### **Annual leave at the end of an employment relationship**

12. When an employment relationship ends, cash compensation is paid in lieu of annual leave

If, at the employee's initiative, an agreement has been made to take annual leave before the employee has accrued it, the employer is entitled to reclaim the compensation paid to the employee for the period of annual leave. It is only possible to reclaim this money if the employment relationship has ended for a reason attributable to the employee.

### **Additional work and overtime**

13. Section 9 of the collective agreement shall apply to additional work and overtime, with the exception of points 5-8. The provisions in points 14-17 of this protocol replace the points referred to above.

In points 13-15 of section 9 of the collective agreement, a value of 40 hours is used instead of 37.5.

### **Pay rate increases**

14. A pay rate increase of 50% ("time and a half") shall be paid for work done in excess of 10 hours a day or 40 hours a week.

When determining the increased rate, annual leave granted during the week is also counted as working time.

#### *Example 61.*

#### *Working 40 hours, company does not have a working time averaging system*

An employee was at work for a total of 32 hours from Monday to Thursday. The employee takes annual leave on Friday. The working time for the week is 40 hours, which includes the 32 hours of work done and 8 hours corresponding

to a day of annual leave. 32 hours are recorded as contributing to the accrual of annual leave.

If the employee works more hours during the week, the increased rate of pay is paid immediately.

*Example 62.*

*Working 40 hours, company does not have a working time averaging system*

An employee is listed on the schedule of work shifts as taking annual leave on Friday. This is the amount of annual leave in excess of 6 days (4 hours), which is granted as an entire day off. The working time for the week is 40 hours, which includes the 36 hours of work done and 4 hours of annual leave.

The number of hours recorded as contributing to the accrual of annual leave is 36.

If the employee works more hours during the week, the increased rate of pay is paid immediately.

15. 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.

If a local agreement has been made in accordance with section 23 of the collective agreement (page 81) to enable a warehouse employee to have a regular working time of up to 12 hours per day, the increased wage is only paid after 12 hours have been worked during a single day. A 100% pay rate increase ("double time") shall be paid after 12 hours.

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 14.

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

## Calculating pay rate increases in an averaging period

17. 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.

In deviation from the above, in warehouses where a local agreement has been reached in accordance with section 23 (page 81) to have regular daily working times of up to 12 hours,

- a. work exceeding 12 hours in a 24-hour period shall be deducted, for which:
  - a separate 100% pay rate increase (“time and a half”) shall be paid.
- b. the maximum working times of weeks in the averaging period shall be deducted:
  - number of weeks x 40 hours. The working time in an averaging period includes other days of annual leave granted during the period.
- c. a 50% pay rate increase shall be paid on the balance.

### *Example 63.*

#### *Working 40 hours, company has a working time averaging system*

A workplace applies a system for averaging working time with a 12-week averaging period over which the planned working time is  $12 \times 40 = 480$  hours. During the period, the employee is granted two 8-hour days of annual leave. The number of planned hours worked during the period is 464 and the number of hours of annual leave is 16.

The employee has done the planned 480 hours and 30 more hours of work during the period, so the total number of hours is 510. In this period 12 hours were worked in excess of the 10-hour working day. The 10 hours that are eligible for a separate 50% pay rate increase are deducted from the working time in the period ( $510 - 12$ ), leaving 498 hours. The planned working time for the period in question (480 hours) is deducted from this remainder, leaving 18 hours that are eligible for a 50% pay rate increase.

The employee receives a total of 30 hours ( $12 + 18$ ) of wages subject to a 50% increase in addition to the normal salary for the period in question.

494 hours of actual work are recorded as contributing to the accrual of annual leave.

The overtime bookkeeping for the balancing period records the average amount of work per week in excess of 40 hours – 14 hours (494 – 12 x 40).

## 40-HOUR WORKING WEEK, PEKKASPÄIVÄ DAYS OFF AND WEEKDAY PUBLIC HOLIDAY SYSTEM

### Local agreement on the introduction of the weekday public holiday system

1. A local agreement may be made in accordance with section 23 of the collective agreement (page 81) that instead of the annual leave system, a weekday public holiday system will be used in the company in whole or in part where the employer grants reductions to annual working time in the form of Pekkaspäivä days off.
2. The extension to working time in accordance with the competitiveness pact is realised by reducing the number of accrued Pekkaspäivä days off.

Provisions concerning weekday public holidays and increased rates of pay for employees working less than 37.5 hours is in the protocol on the weekday public holiday system and 38-hour working week.

3. If a union representative has been nominated for the workplace in accordance with the collective agreement, the union representative can agree upon the introduction of a weekday public holiday system on behalf of the employees whom he/she represents.

If the agreement is made with the employees, the introduction of the weekday public holiday system must be agreed upon with each employee belonging to the occupational group in question.

4. In accordance with section 23 of the collective agreement, the agreement may have a fixed duration or an indefinite duration. However, the agreement will always remain in force for at least one calendar year at a time.

5. Points 11-14 of this protocol concerning reductions for weekday public holidays replace points 2-7 of section 6 of the collective agreement applying to annual leave.

### Accruing Pekkaspäivä days off

6. Employees shall be entitled to Pekkaspäivä days off for each calendar year as follows:

Duration of employment	Number of Pekkaspäivä days off
2-4 months	3 days
5-7 months	7 days
8-12 months	11 days

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

7. The following days shall be deemed equivalent to working days:

- days referred to in section 7 of the Annual Holidays Act, 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 (page 65), with the exception of days spent caring for a severely ill child.

### Granting Pekkaspäivä days off

8. Pekkaspäivä days off shall be granted no later than the end of April in the year following the year in which entitlement accrues.

Pekkaspäivä 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.

Pekkaspäivä days off shall be announced in accordance with point 5 of section 6 of the collective agreement. (page 29).

### Absences and annual holiday

9. Absences shall not affect the Pekkaspäivä days off entered in a schedule of work shifts.

Annual holiday shall accrue for Pekkaspäivä days off.

## **Pekkaspäivä days off at the end of an employment relationship**

10. At the end of employment:

- regular wages shall be paid in compensation for Pekkaspäivä days off not taken
- the wages corresponding to excessive Pekkaspäivä days off granted shall be deducted from the final wage settlement as a pay advance without the offsetting limitation referred to in section 17 of chapter 2 of the Employment Contracts Act.

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

11. A weekday public holiday that reduces working time, decreases the number of working days in the week or balancing period in question by 1 and the number of working hours by 8.

12. 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 81) 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, it shall also be a day off in a week including a weekday public holiday.

### *Example 64.*

#### *Company with no system for averaging working time*

The average weekly working time of a sales assistant is 40 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 8 hours. There will be 4 working days in the reduction week and the weekly working time will be 32 hours.

### *Example 65.*

#### *Company using a system for averaging working time*

The average weekly working time of a sales assistant is 40 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	Number of working hours
							240 - 8 hours = 232 hours

Public holiday week

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 8 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  $6 \times 40 = 240$  hours. The reduction is achieved by requiring 29 working days and 232 working hours in the period.

13. 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 from Monday to Friday:

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

14. 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 Independence Day (6 December).

*Example 66.*

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 from Monday to Friday.



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

### **Additional work and overtime**

15. Section 9 of the collective agreement shall apply to additional work and overtime, with the exception of points 5-8. The provisions in points 16-19 of this protocol replace the points referred to above.

In points 13-15 of section 9 of the collective agreement, a value of 40 hours is used instead of 37.5.

### **Pay rate increases**

16. A pay rate increase of 50% ("time and a half") shall be paid for work done in excess of 10 hours a day or 40 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 32 hours when there is one such holiday and 24 hours when there are two such holidays in the week.

17. 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.

If a local agreement has been made in accordance with section 23 of the collective agreement (page 81) to enable a warehouse employee to have a regular working time of up to 12 hours per day, the increased wage is only paid after 12 hours have been worked during a single day. A 100% pay rate increase ("double time") shall be paid after 12 hours.

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 16.

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

### Calculating pay rate increases in an averaging period

19. 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

In deviation from the above, in warehouses where a local agreement has been reached in accordance with section 23 (page 81) to have regular daily working times of up to 12 hours,

- a. work exceeding 12 hours in a 24-hour period shall be deducted, for which:
  - a separate 100% pay rate increase (“time and a half”) shall be paid.

b. the maximum working times of weeks in the averaging period shall be deducted:

- number of weeks x 40 hours, from which the number of weekday public holiday reductions x 8 hours shall be deducted for a full-time employee

c. a 50% pay rate increase shall be paid on the balance.

#### *Example 67.*

#### *Working 40 hours, company has a working time averaging system*

A workplace applies a system for averaging working time with a 12-week averaging period over which the maximum total working time is  $12 \times 40 = 480$  hours. This period includes one weekday public holiday.

An employee has worked over the period for a total of 500 hours, 10 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 ( $500 - 10$ ), leaving 490 hours. The maximum working time for the weeks in the period in question ( $12 \times 40 - 8 = 472$ ) is deducted from this remainder, leaving 18 hours that are eligible for a 50% pay rate increase.

The employee receives a total of  $(10 + 18) 28$  hours of wages subject to a 50% increase in addition to the normal salary for the period in question.

The overtime bookkeeping for the balancing period records the average amount of work per week in excess of 40 hours, which is 20 hours  $(500 - 12 \times 40)$  in this case.

## 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 company 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 agreement (in accordance with section 23 of the collective agreement, page 81) to achieve this objective:

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

### 1. An 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, 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 company, implementation and monitoring of an individual working time review shall be agreed with the shop steward.

## 2. An company-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 company 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 makes use of the opportunities provided by the collective agreement for the commercial sector.

## 3. A staff bank or other company-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 a company.
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 a company.
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 the employer of 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 schedule 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 company, and finally to workers from outside of the company.

Allocating additional working hours to current employees of the company 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 work.

8. The employer shall be entitled to exclude an employee from additional work notifications 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 81).

The matter shall be concluded with a shop steward if one has been elected at the workplace.

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 company.

## **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 81):

### **Working hours deposited**

2. The following hours may be deposited in the working time bank if 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 Act1
- hours worked on a Pekkaspäivä day off
- positive balance hours in a system of flexible working hours at the employee's request
- hours of annual leave.

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 leave from the working time bank**

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 leave is granted from the working time bank shall otherwise be stipulated by the employer.

The employee shall be notified of the leave granted from the working time bank in good time, and in any case no later than 2 weeks in advance.

6. Leave shall be granted from the working time bank as whole days off unless otherwise agreed. An effort shall be made to grant leave from the working time bank in conjunction with other days off or with annual holiday.

Leave taken from the working time bank shall be taken no later than during the calendar year following 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 sections 5 and 6.

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

8. Situations in which the employee is incapacitated for work before leave from the working time bank begins or in which incapacity to work begins during the leave shall be governed by the Annual Holidays Act.

Annual holiday shall accrue for leave from the working time bank.

### **Bookkeeping**

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
- when time was taken off and how many hours are withdrawn from the bank.

### **End of employment**

10. Time that has been deposited in the working time bank and that has not been taken as leave by the end of employment shall be compensated at the regular wage.

## **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 m<sup>2</sup> 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 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.

## AGREEMENT ON SHOP STEWARDS

### Introduction

The agreement on shop stewards seeks to promote employer-staff co-operation in various departments of a company and to forestall problems before they arise.

Co-operation and local agreements 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.

It is important for shop stewards to have an adequate understanding of the company's business and the changing operating conditions, and to be able to work with the employer in the tasks set out in this agreement.

The role of a shop steward as a co-operation partner in various company and staff development projects and in improving productivity and job satisfaction in the company 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 company for shop steward announcements,
- mutual communication between and meetings of shop stewards in the company,
- opportunities for online shop steward training, and
- improving the business competences of shop stewards.

### Section 1 Scope of the agreement

This agreement shall apply in companies that are affiliated to the Finnish Commerce Federation.

## 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 company who are organised in PAM.
2. The shop steward shall be a member of the PAM branch and an employee of the company.
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 company shop steward**

A shop steward may be elected for the company. A chief shop steward in the sense of this agreement shall be a shop steward elected for a company with no fewer than 30 employees.

#### **Establishment shop steward**

An establishment shop steward may be elected in addition to the company shop steward where so agreed in writing before the election is arranged.

## Area shop steward

Area shop stewards may be elected in a company 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 a company, one of these shall serve as chief shop steward for the company with additional responsibility for arranging the consideration of common business affecting the entire company.

## 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 a company:

- the organisation and policymaking structure of the company
- 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 company 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 a company, 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 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.

If a shop steward steps down, the outgoing shop steward and the employer will familiarise the new shop steward with the local agreements and practices in the company. The procedures and timetable for this orientation are subject to agreement with the employer. Shop stewards participate in orientation with no loss of earnings..

### ***Situations of change***

7. The local parties shall bring the shop steward organisation into line with the altered size and structure of the company 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 company shop steward shall be entitled to receive upon request the following details on company 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.
- other matters not containing identifying personal information where locally agreed in accordance with section 23 of the collective agreement.

### **Within one month of commencing employment**

- the surname and forenames of new employees and the time they entered 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 company:

- 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 uphold 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 company operations.

### ***Job release and time management***

2. Job release according to the following table shall only be granted to a company shop steward unless otherwise locally agreed.

The following job release shall be granted to a company shop steward based on the number of employees in the shop steward's sphere of operation (regardless of union membership):

Number of employees	Job release hours per week
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, 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 68.*

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 69.*

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 aforementioned 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 (email) that are generally used in the company. The assessment may consider such factors as the size of the company, 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 attending 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 company when a shop steward travels on account of shop steward duties agreed with the employer.

A per-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 only be paid to a company shop steward unless otherwise locally agreed at the company concerned.

The following shop steward compensation shall be paid to a company shop steward based on the number of employees in the shop steward's sphere of operation (regardless of union membership):

<b>Shop steward compensation as of 1 March 2016:</b>	
<b>Number of employees</b>	<b>Compensation in EUR per month</b>
20-49	40
50-149	70
150-299	100
300-499	151
500-799	191
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 company in the occupational group concerned.

The occupational group to which the chief shop steward belongs within the company 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, other work shall be arranged for the said employee, having regard to conditions at the company 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 company staff for reasons of redundancy shall not affect a chief shop steward unless the operations of the company 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.

### ***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 if the employer has been notified in writing of this candidacy.

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, 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, 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, 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 Validity 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 Finnish Commerce Federation and PAM shall apply in the Federation's affiliated companies.

## Section 2 CO-OPERATION IN LABOUR PROTECTION

### 2.1. Concept of a workplace

A workplace shall denote an affiliated company of the Finnish Commerce Federation or a regionally or functionally coherent part of such a company. 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 company cannot be clearly distinguished, 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.

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 a company 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 a company with 30 or more employees, 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 company employees in the occupational 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.

### **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, other work shall be arranged for the said employee, having regard to conditions at the company 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 company staff for reasons of redundancy shall not affect a chief labour protection delegate unless the operations of the company 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, 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. 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 company 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:

General workers	Members
no more than 150	4
151-500	8
more than 500	12

2. 25% of the members of the commission shall represent the employer and 75% 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, the regional scale of the workplace, the number of working locations and the nature of the work

that is done at them, factors arising from the organisation of work that affect the extent of the delegate’s duties, and other inconvenience, hazard and workload factors referred to in the Occupational Safety and Health Act 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, 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 70.*

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 in accordance with 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 work in a shop, and the warehouse table shall apply when the majority work 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 company shall be agreed locally. This shall not reduce job release time in accordance with the table.

Participation by a labour protection delegate in training arranged in accordance with the training agreement shall not reduce job release time in accordance with 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 attending 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 a company labour protection delegate based on the number of employees in the delegate's sphere of operation (regardless of union membership):

<b>Compensation payable to a labour protection delegate as of 1 March 2016:</b>	
<b>Number of employees</b>	<b>Compensation in EUR per month</b>
20-49	40
50-149	70
150-299	100
300-499	151
500-799	191
800 or more	to be agreed locally

If several labour protection delegates have been elected for a company, the compensation shall be paid only to the chief labour protection delegate (see section 2.4.) unless other arrangements are agreed for the company concerned.

The labour protection delegate for an establishment of a company 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 company shall not be counted when calculating the compensation of the chief labour protection delegate.

*Example 71.*

1. An company has 350 employees in accordance with clause 3. One labour protection delegate has been elected for the company. The monthly compensation payable to the said delegate is EUR 151.

2. An company has 350 employees in accordance with clause 3. Two labour protection delegates have been elected for the company, one of whom is the chief labour protection delegate.

The labour protection delegate for an establishment of the company works at an establishment with 130 employees. The monthly compensation payable to the said delegate is EUR 70.

The monthly compensation payable to the chief labour protection delegate is  $(350 - 130 = 220)$  EUR 100 per month.

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 company, 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 (calculated 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 if 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. Employees must declare their intention to participate in courses 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 company.

### ***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 company.

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 companies.
2. Participation in training shall be agreed between the employer and the employee or shop steward, or in a different, 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 calculated in accordance with the cheapest form of transport.

3. If training takes place outside of working hours, 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 in the training.

### Section 5 Validity

This agreement shall remain in force indefinitely, subject to 3 months' notice of termination.



Company

Establishment

Employer or employer's representative who has handled the dispute in the workplace

Position of the employer's representative within the company

Telephone

Email address

Employee affected by the dispute

Employee's job at the company

Telephone

Email address

The employee was represented by the shop steward/chief shop steward during negotiations

Telephone

Email address

Subject of the dispute

Local negotiations on the dispute were held on \_\_\_\_\_. \_\_\_\_ 20\_\_

Negotiators

In regard to the dispute, the following have been contacted:

- Finnish Commerce Federation  
 Service Union United PAM

The parties have held local negotiations concerning the dispute. No consensus has been reached to resolve the dispute. For this reason, the decision has been taken to refer the matter to the labour market organisations for negotiation.

Jointly agreed course of events. The related documents are appended to this memorandum.

Jointly agreed course of events. The related documents are appended to this memorandum.

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Employee's demand (if necessary, a separate document can be appended).

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Employee's grounds for the demand (sections of the collective agreement/legal provisions).

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Employer's response and grounds (sections of the collective agreement/legal provisions. If necessary, a separate document can be appended).

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Place

Date

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 Signature of the employer/employer's representative and name in block letters

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 Signature of the employee/employee's representative and name in block letters

Name in block letters

Name in block letters

.....  
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This memorandum has been drawn up in two identical copies. The employer shall send one copy to the Federation of Finnish Commerce and the employee shall send the other copy to Service Union United PAM.

Number of appendices: \_\_\_\_\_

List of appendices

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# INSTRUCTIONS FOR COMPLETING THE MEMORANDUM OF DISPUTE

## General

The memorandum of dispute procedure only applies to members of the Service Union United PAM working for member companies of the Finnish Commerce Federation where the employment relationship is subject to the Collective Agreement for the Commercial Sector.

Disputes regarding employees' work and wage conditions should primarily be resolved in the workplace in compliance with the local order of negotiation. Each party can avail itself of its own union's advisory services during workplace-specific negotiations. The purpose of any support or advice that may be provided for unions is to help the negotiations to flow smoothly and identify a solution to the dispute within the workplace.

The memorandum of dispute should only be completed after a sufficiently thorough local negotiation when the parties wish to have the dispute settled at union level.

## Subject of the dispute

The subject of the dispute is described in brief by way of a title, such as the requirement to pay wages during sick leave, payment of a language skills bonus, payment of a bonus for unusual conditions, etc.

## The agreed course of events

The undisputed facts underlying the dispute are described under the course of events. This statement accelerates the unions' handling of the matter as it provides the handling personnel with a quick overview of the events without them needing to request further clarification. These undisputed background details should be brought to the fore by both parties when requesting their own union's views on the events.

*For example, if the matter concerns whether wages need to be paid for an employee's absence due to a sudden illness suffered by a child aged 10 (the subject of the dispute), the course of events could be described as follows: The employee was absent on Monday 6 October as his 3-year-old child had a cold. The employee provided a certificate issued by a nurse at the maternity and child health clinic to account for the absence. The certificate is in appendix 1 to the memorandum of dispute. The company's instructions state that wages are only paid for periods of absences covered by doctor's certificates. This ground rule was discussed with*

*the employee during the orientation phase. The company's instructions are in appendix 2 to the memorandum. One day's wages were deducted from the employee's pay. The employee's pay slip for the month in question is in appendix 3 to the memorandum.*

### **The claims of the local parties, with detailed grounds**

The employee must present his/her own detailed demands and grounds for these demands during the local negotiations. The employer's response and grounds for the response are reviewed during the negotiations.

*In the example case set out above, the employee has presented a claim that he/she should be repaid EUR xx.xx, which equates to the one deducted day of wages.*

*As grounds for this demand, the employee says that the case involved an ordinary infectious illness and that he/she could not get an appointment with a doctor belonging to the local health care district to enable him/her to present a certificate (appendix 4). The employee presents point 2, section 16 of the collective agreement as grounds for the demand.*

*In its response, the employer raises the issue that the workplace instructions state that wages can only be paid for absence in the event of a sudden illness of a child aged under 10 if there is a doctor's certificate covering the period from the first day of absence onwards. Collective agreement, section 17, point 2. This has also been discussed in joint staff meetings and the instructions have been complied with consistently. Point 2, section 16 of the collective agreement presented as grounds for the employee's demand only applies to illnesses suffered by employees themselves.*

### **Sending the memorandum to the unions**

If the memorandum is not sent to the unions electronically, the parties will deliver the memorandum with appendices to their own unions.

## 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. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Place of signing _____</td> <td style="width: 50%; border: none;">Date _____</td> </tr> <tr> <td style="border: none;">Signature of employer _____</td> <td style="border: none;">Signature of employee _____</td> </tr> <tr> <td style="border: none;">Name in block capitals _____</td> <td style="border: none;">Name in block capitals _____</td> </tr> </table>		Place of signing _____	Date _____	Signature of employer _____	Signature of employee _____	Name in block capitals _____	Name in block capitals _____
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. 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 a trial period as 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, 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, the task in question and the estimated time for its completion must be specified in the spaces 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 space provided for this purpose, having regard to clause 1 of section 6 of the collective agreement (page 27).

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 conception of the occupation, 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 3rd year for a sales assistant, or C1 5th year for a clerical employee.

If a company applies a wage system differing from that of the collective agreement, 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, a separate appendix may be used with a reference thereto at the relevant point of the contract.

### ***Notification of amendments***

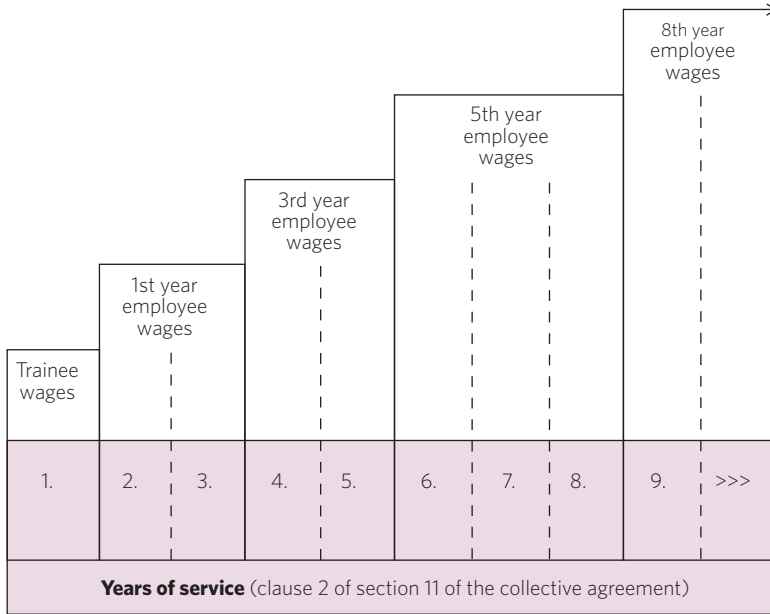
Section 4 of chapter 2 of the Employment Contracts Act requires the employer to furnish the employee with a written account of any key modification in the terms and conditions of employment. This account must be provided at the earliest opportunity, and by no later than the end of the next wage payment period 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.



# WAGE ANNEX, 1 MARCH 2016 – 31 JANUARY 2018

## 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 (page 168-169).

## GENERAL DESCRIPTION OF JOB REQUIREMENT LEVELS

	<b>Basic duties</b>	<b>Professional duties</b>	
<b>Expertise</b>	Expertise in tasks emphasising routine working methods.  Work mastered through orientation.	Vocational expertise in duties emphasising practical working methods.  Work mastered by on-the-job training, ordinary service and product knowledge, and practical experience.	
<b>Judgement</b>	Work done according to working guidelines. Similar repetitive situations.	Work done according to loose working guidelines or general instructions, exercising judgement and a selection of procedures. Situations vary.	
<b>Responsibility</b>	Position involves responsibility for one's own work.	Position involves professional responsibility, which may involve taking care of partial responsibilities.	
<b>Pay scale</b>	<b>A</b>	<b>B1</b>	<b>B2</b>
<b>Collective agreement job titles</b>	Clerical employee A Cleaner	Sales assistant I Clerical employee B Window dresser I	Warehouse worker

F

Wage annex 1.3.2016-31.1.2018

<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, extensive service and product knowledge, and diverse 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>
<b>C1</b>	<b>C2</b>	<b>D</b>
<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, 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>B. Ordinary clerical duties</b>
<b>A. Clerical assistant duties</b>	Duties that are largely repetitive and that require initiative in the choice of working methods.
Duties requiring no previous work experience or vocational training in the sector.	<b>Example duties</b> Photocopying Telephone switchboard operation Cashier work Maintaining ledgers Word processing Invoicing Pricing Receiving orders
<b>Example duties</b> Filing Posting	

<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 prior work experience in the sector or vocational training, as well as judgement in selecting procedures. The working methods are specified in general guidelines.</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> Chief bookkeeping Chief cashier duties Foreign correspondence</p>
<p><b>Example duties</b> Demanding word processing Telephone switchboard operation Demanding pricing Invoicing requiring knowledge and use of optional grounds Reception of orders including provision of specified articles Payroll accounting General ledger bookkeeping Compiling statistics (demanding statistical work) Cashier management Partial bookkeeping Independent secretarial duties, such as departmental secretarial work</p>	<p><b>Example duties</b> Bookkeeping Cashier management Demanding domestic correspondence, for example requiring the use of both Finnish and Swedish or independent drafting of letters according to general instructions. Payroll accounting requiring the application of collective agreements and labour and social welfare legislation on the basis of guidance.</p>	

## 4. PAY SCALES

The pay scales are: A, B1, B2, C1, C2 and D.

Collective agreement job title	Pay scale
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

<b>Pay scale 1:</b>	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% alcohol by volume, "medium strength beer establishments" etc.)
<b>Pay scale 2:</b>	floor attendant and head cleaner, bartender
<b>Pay scale 3:</b>	shift manager and supervisor, head waiter, head of reception In licensed premises serving alcoholic beverages of more than 4.7% alcohol by volume, "A and B licensed establishments" etc.
<b>Pay scale 4:</b>	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% alcohol by volume, "medium strength beer establishments" etc.)
<b>Pay scale 5:</b>	chef de cuisine
<b>Pay scale 6:</b>	restaurant manager, responsible attendant in licensed restaurant premises In licensed premises serving alcoholic beverages of more than 4.7% alcohol 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 March 2016 - 31 January 2018**

## 5. PAY SCALES, 1 MARCH 2016 – 31 JANUARY 2018

### Monthly and hourly wages of employees in commerce as of 1 March 2016

Helsinki, Espoo, Kauniainen, Vantaa								
Pay scale	1st year		3rd year		5th year		8th year	
A	1693	10.58	1754	10.96	1848	11.55	1937	12.11
B1	1779	11.12	1838	11.49	1939	12.12	2026	12.66
B2	1795	11,22	1863	11.64	1967	12.29	2055	12.84
C1	1903	11.89	1969	12.31	2093	13.08	2187	13.67
C2	1917	11.98	1987	12.42	2120	13.25	2221	13.88
D	2018	12.61	2094	13.09	2235	13.97	2405	15.03

Elsewhere in Finland								
Pay scale	1st year		3rd year		5th year		8th year	
A	1626	10.16	1683	10.52	1768	11.05	1850	11.56
B1	1707	10.67	1765	11.03	1860	11.63	1935	12.09
B2	1724	10.78	1790	11.19	1881	11.76	1962	12.26
C1	1823	11.39	1888	11.80	1998	12.49	2084	13.03
C2	1836	11.48	1901	11.88	2019	12.62	2112	13.20
D	1934	12.09	2025	12.66	2129	13.31	2280	14.25

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 March 2016

Helsinki, Espoo, Kauniainen, Vantaa				
	1st year	3rd year	5th year	8th year
Wholesale sales assistant II	2248	2343	2454	2578
Wholesale sales assistant III	2609	2710	2827	2961

Elsewhere in Finland				
	1st year	3rd year	5th year	8th year
Wholesale sales assistant II	2118	2211	2314	2433
Wholesale sales assistant III	2444	2542	2635	2761

## Mechanics and servicing staff as of 1 March 2016

Helsinki, Espoo, Kauniainen, Vantaa	1765
Elsewhere in Finland	1695

## Monthly and hourly wages of service station restaurant employees as of 1 March 2016

	1st year		5th year		8th year	
Helsinki *	1813	11.33	1863	11.64	1952	12.20
Elsewhere in Finland	1787	11.17	1859	11.62	1901	11.88

\* Helsinki, Espoo, Kauniainen, Vantaa

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## Hourly wages of responsible attendants at service stations as of 1 March 2016

1st year	3rd year	5th year	8th year
12.80	13.10	13.42	13.71

## Monthly and hourly wages of service station restaurant supervisors as of 1 March 2016

Pay scale	0-2 years		Longer than 2 years		Longer than 5 years		Longer than 10 years	
1	1883	11.77	1927	12.04	1973	12.33	2018	12.61
2	1981	12.38	2026	12.66	2076	12.98	2122	13.26
3	2048	12.80	2096	13.10	2147	13.42	2194	13.71
4	2069	12.93	2116	13.23	2166	13.54	2217	13.86
5	2171	13.57	2223	13.89	2279	14.24	2333	14.58
6	2279	14.24	2333	14.58	2390	14.94	2448	15.30

## **BONUSES**

**1 March 2016 - 31 January 2018**

## 6. BONUSES, 1 MARCH 2016 – 31 JANUARY 2018

SALES ASSISTANTS AND OTHER SHOP STAFF	Amount and calculation basis	Time
<p><b>Evening bonus</b> collective agreement, section 12, clause 3</p> <p>November–December</p>	<p>Hki*            EUR 4.10 per hour Elsewhere    EUR 3.92 per hour in Finland</p> <p>Hki*            EUR 8.20 per hour<sup>1)</sup> Elsewhere    EUR 7.84 per hour<sup>1)</sup> in Finland</p>	<p>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).</p> <p>Sundays 18.00–24.00 when shop open after 18.00. (1) Bonus is double evening bonus.)</p>
<p><b>Holiday eve bonus</b> collective agreement, section 12, clause 4</p>	Same as Saturday bonus	Church holiday eve 18.00–24.00 if shop is open after 18.00.
<p><b>Night bonus</b> collective agreement, section 12, clause 5</p>	<p>Hki*            EUR 6.16 per hour Elsewhere    EUR 5.89 per hour in Finland</p>	<p>Monday–Saturday 00.00–06.00 regardless of opening.</p> <p>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).</p>
<p><b>Saturday bonus</b> collective agreement, section 12, clause 6</p>	<p>Hki*            EUR 5.35 per hour Elsewhere    EUR 5.17 per hour in Finland</p>	Saturday 13.00–24.00 regardless of opening.
<p><b>Inventory bonus on Saturdays</b> collective agreement, section 12, clause 7</p>	Same as Saturday bonus	Saturday 13.00–24.00 regardless of opening.
<p><b>Responsibility bonus</b> collective agreement, section 12, clause 8</p>	At least 5% of pay scale rate.	
<p><b>Shop manager's stand-in bonus</b> collective agreement, section 12, clause 9</p>	5–20%	
<p><b>Cold room bonus</b> collective agreement, section 12, clause 10</p>	At least 5% of pay scale rate.	
<p><b>Freezer unit bonus</b> collective agreement, section 12, clause 11</p>	20% bonus paid for hours worked in frozen goods warehouse.	
<p><b>Call-out pay</b> collective agreement, section 12, clause 12</p>	2 hours' pay plus wages payable for emergency work done.	

\* Helsinki, Espoo, Kauniainen, Vantaa

WAREHOUSE WORKERS	Amount and calculation basis		Time
<b>Evening bonus</b> collective agreement, section 13, clause 2	EUR 3.66 per hour EUR 7.32 per hour		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	EUR 4.31 per hour EUR 8.62 per hour		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	Hki* Elsewhere in Finland	EUR 5.35 per hour EUR 5.17 per hour	Saturday 13.00-22.00.
<b>Evening bonus for sales-related warehouse work</b> collective agreement, section 12, clause 3	Hki* Elsewhere in Finland	EUR 4.10 per hour EUR 3.92 per hour	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).
November-December	Hki* Elsewhere in Finland	EUR 8.20 per hour EUR 7.84 per hour	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 warehouse work</b> collective agreement, section 12, clause 4	Hki* Elsewhere in Finland	EUR 5.35 per hour EUR 5.17 per hour	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 warehouse work</b> collective agreement, section 12, clause 5	Hki* Elsewhere in Finland	EUR 6.16 per hour EUR 5.89 per hour	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 warehouse work</b> collective agreement, section 12, clause 6	Hki* Elsewhere in Finland	EUR 5.35 per hour EUR 5.17 per hour	Saturday 13.00-24.00 if the work is related to sales work done due to open shop.
<b>Working conditions bonus</b> collective agreement, section 13, clause 8	7-11% of hourly pay scale rate		
<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 ("hokkamies")</b> collective agreement, section 13, clause 10	collective agreement, section 13, clause 10		
<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

CLERICAL EMPLOYEES	Amount and calculation basis		Time
<b>Evening bonus</b> collective agreement, section 14, clause 2	Hki*	EUR 1.98 per hour	Monday-Saturday 00.00-06.00 and 18.00-24.00.
	Elsewhere in Finland	EUR 1.85 per hour	
	Hki*	EUR 3.96 per hour <sup>1)</sup>	Sunday 18.00-24.00. Sundays plus church holidays, 1 May and Independence Day (6 December). (1) Bonus is double evening bonus.)
	Elsewhere in Finland	EUR 3.70 per hour <sup>1)</sup>	
<b>Evening bonus for sales-related clerical work</b> collective agreement, section 12, clause 3	Hki*	EUR 4.10 per hour	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).
	Elsewhere	EUR 3.92 per hour	
November-December	Hki*	EUR 8.20 per hour	Sundays 18.00-24.00 if the work is related to sales work done due to open shop.
	Elsewhere in Finland	EUR 7.84 per hour	
<b>Holiday eve bonus for sales-related clerical work</b> collective agreement, section 12, clause 4	Hki*	EUR 5.35 per hour	Church holiday eves 18.00-24.00 if the work is related to sales work done due to open shop.
	Elsewhere in Finland	EUR 5.17 per hour	
<b>Night bonus for sales-related clerical work</b> collective agreement, section 12, clause 5	Hki*	EUR 6.16 per hour	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).
	Elsewhere in Finland	EUR 5.89 per hour	
<b>Saturday bonus for sales-related clerical work</b> collective agreement, section 12, clause 6	Hki*	EUR 5.35 per hour	Saturday 13.00-24.00 if the work is related to sales work done due to open shop.
	Elsewhere in Finland	EUR 5.17 per hour	

\* Helsinki, Espoo, Kauniainen, Vantaa



DOORMEN	Amount and calculation 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	Hki* Elsewhere in Finland	EUR 4.10 per hour EUR 3.92 per hour	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).
November–December	Hki* Elsewhere in Finland	EUR 8.20 per hour EUR 7.84 per hour	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 doorman work</b> collective agreement, section 12, clause 4	Hki* Elsewhere in Finland	EUR 5.35 per hour EUR 5.17 per hour	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	Hki* Elsewhere in Finland	EUR 6.16 per hour EUR 5.89 per hour	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 morn- ings 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 in Finland	EUR 5.35 per hour EUR 5.17 per hour	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

CLEANERS	Amount and calculation basis	Time
<b>Evening bonus</b> collective agreement, section 15, clause 6	EUR 0.93 per hour EUR 1.86 per hour	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	EUR 1.75 per hour EUR 3.50 per hour	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).

KIOSK SALES ASSISTANTS	Amount and calculation basis	Time
<b>Evening bonus</b> protocol, section 3, clause 1 and 3	EUR 0.94 per hour	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	EUR 3.45 per hour	Monday-Sunday 00.00-06.00 and 23.00-24.00. Sundays plus church holidays, 1 May and Independence Day (6 December).

WINDOW DRESSERS	Amount and calculation basis
<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			
<b>Service stations</b>	with a daily consumer goods shop stocking fewer than 2,000 articles or with no daily consumer goods shop. protocol, section 4, clause 1	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> . protocol, section 4, clause 2	with a daily consumer goods shop of sales area exceeding 400 m <sup>2</sup> .
<b>Evening bonus 18:00 - 24:00.</b>  Mon-Sat Sundays, church holidays, 1 May and Independence Day (6 December).	EUR 1.04 per hour EUR 2.08 per hour	EUR 1.82 per hour EUR 3.64 per hour	<b>Work done in daily consumer goods shop:</b> bonuses as for sales assistants and other shop staff. collective agreement, section 12, clause 3 - 6.  <b>Work done elsewhere than in daily consumer goods shop:</b> protocol, section 4, clause 1
<b>Night bonus 00.00-06.00.</b>  Monday-Sunday, church holidays, 1 May and Independence Day (6 December).	EUR 3.45 per hour	EUR 3.65 per hour	<b>Evening bonus 18:00 - 24:00.</b> Mon-Sat EUR 1.04 per hour Sundays, church holidays, 1 May and Independence Day (6 December) EUR 2.08 per hour <b>Night bonus 00.00-06.00.</b> Mon-Sun, church holidays, 1 May and Independence Day (6 December) EUR 3.44 per hour
<b>Language skills bonus</b> protocol, section 4, clause 4	5% of pay scale rate		
<b>Call-out pay</b> protocol, section 4, clause 5	2 hours' pay plus wages payable for emergency work done.		

ALL OCCUPATIONAL GROUPS	Amount and calculation basis
<b>Job-specificity bonus</b> collective agreement, section 11, clause 5	5% of pay scale rate
<b>Language skills bonus</b> 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.





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