



# Collective agreement for salaried employees in the Finnish chemical industry

1 December 2017 – 30 November 2020

THE CHEMICAL INDUSTRY FEDERATION OF FINLAND

and

TRADE UNION PRO

COLLECTIVE AGREEMENT FOR SALARIED EMPLOYEES IN THE  
FINNISH CHEMICAL INDUSTRY

1 December 2017–30 November 2020

# Collective agreement

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CHEMICAL INDUSTRY FEDERATION OF FINLAND  
TRADE UNION PRO

## **COLLECTIVE AGREEMENT FOR SALARIED EMPLOYEES IN THE FINNISH CHEMICAL INDUSTRY**

### **SCOPE**

#### **1 § Scope of the agreement**

This agreement shall apply to persons in salaried employee positions for member companies of the Chemical Industry Federation of Finland.

The agreement shall apply according to the duties performed, meaning that the nature of the employment, the employee's level of education, the statistical title assigned, the manner of salary payment and the form of remuneration shall not be decisive when determining the scope of the agreement.

The duties covered by the scope of this agreement shall include salaried employee positions related to production, research and development, analysis services, quality assurance, planning, logistics, economic and human resources administration, sales, marketing, information technology, data processing, warehousing, transportation, exports and imports.

There shall be no educational upper limit for the application of the agreement. This means that salaried employees with a university or university of applied sciences degree or other special training shall remain within the scope of the agreement, provided that the content of their duties is covered by the agreement. Professional competence may also be acquired through practical experience. Working as a supervisor of salaried employees shall not, as such, exclude said duty from the scope of the agreement.

This agreement shall not apply to persons who belong to the management of the company or who represent the employer when determining the salary and conditions of service of salaried staff, or to those who are in an independent position and bear administrative, financial or operational responsibility within the company or a considerable portion thereof, or to persons in a comparable position. Such persons may work at various levels of an organisation. The agreement shall also not apply to persons who have no supervisory responsibilities but who are experts in their own field of specialisation and who therefore and owing to the independent character of their positions, are equivalent to the aforementioned excluded persons. Persons referred to above in this paragraph shall usually be required to have knowledge and skills of a university or higher vocational education level.

This agreement shall not apply to persons in non-salaried positions.

The relevant provisions of this agreement shall apply to persons who mainly work on commission.

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An inter-federation Board of Settlement comprising one representative appointed by the Trade Union Pro, one representative appointed by the Chemical Industry Federation of Finland KT and a chairperson selected jointly by the parties shall issue a settlement that is binding to the parties on questions of interpretation concerning the scope of this collective agreement. The federations shall notify their members of the settlements reached.

### **2 § Appended agreements**

Co-operation agreement for the chemical industry (KT - TU)

Agreement on protection against dismissal, with protocol of signature (KT - TU)

## **EMPLOYMENT**

### **3 § Employment and general duties arising from employment**

#### *1. Right to manage*

The employer shall be entitled to manage and distribute work, and to hire and dismiss a salaried employee.

#### *2. Freedom of association and withholding of trade union membership dues*

The parties affirm the inviolability of each other's right to organise and freedom of association.

Where so authorised by a salaried employee, the employer shall withhold from the employee's salary the membership dues payable to a salaried employee organisation that is a party to this collective agreement, and shall remit them to the bank account specified by the organisation per pay period. The withholding shall be performed as defined in the operating instructions drawn up by the parties to the agreement. A certificate of the sum deducted shall be given to the salaried employee for taxation purposes at the end of the calendar year or the end of employment.

#### *3. Liability insurance and group life insurance*

The employer shall take out employer's liability insurance for salaried staff in supervisory positions, covering the liability of the employer, its deputy, and the policyholder's salaried employees in managerial or supervisory positions, such as forepersons, for personal injury or property damage sustained by the employer's own employees insofar as such injury or damage is not subject to compensation through statutory accident or motor vehicle insurance. The maximum coverage shall be EUR 126,141.00 for personal injury; however the maximum sum payable to any one person shall be EUR 50,456.00, and EUR 25,228.00 for property damage. Other terms of insurance shall also be determined according to the current general and specific insurance clauses pertaining to the employer's liability insurance.

The employer shall, at its own cost, take out group life insurance covering its salaried employees as has been agreed by the central organisations.

#### *4. General obligations*

A salaried employee shall promote and oversee the employer's interests in the manner required by the employee's position.

## Collective agreement

The employer shall maintain confidence in the salaried employee and, where possible, also support the efforts of individual salaried employees to improve their professional skills. The employer shall notify the salaried employee at the earliest opportunity of any changes in the latter's status, and support the salaried employee in their duties as the employer's representative. Decisions concerning the subordinates of a salaried employee shall be communicated to the salaried employee no later than when they are communicated to the subordinates.

A salaried employee shall be familiarised with the work and with any related changes. A new salaried employee shall also be familiarised with the company and its operating principles, human resources policy and any workplace regulations.

A new salaried employee shall be advised of the applicable collective agreement, the associated bargaining system and the representatives of salaried employees.

### **Application instructions**

#### The marginal rule

The parties stress the responsibility involved in a supervisory position, and note that the direction and supervision that this entails add to the demands of the position. The salary policy of a company shall be continuously updated in order to ensure that the salary level of subordinates does not exceed that of salaried employees in supervisory positions.

Special and systematic attention shall be paid to the salaries of salaried employees serving in supervisory positions, and implementation of the foregoing principle in the salary policy of the company shall be continuously monitored. It is also important for shop stewards and supervisors of salaried employees to be aware of the company's salary policy and its implementation.

The federations shall monitor progress during the agreement period and shall provide the necessary guidance concerning the points to be considered in implementing the marginal rule and the verification of this aspect of operations within the company. Comparable earnings and salary factors shall be applied between supervisors and subordinates when applying the marginal rule in a company.

#### *5. Amendment of terms and conditions of employment*

The terms and conditions of employment may be amended if both parties agree thereto. If no agreement is reached, the amendment may be implemented if grounds for termination exist and the period of notice is observed. Thus, the procedure is the same as when terminating the employment contract.

A salaried employee may be transferred to other duties while retaining their salaried employee status. If this means a reduction in benefits, the aforementioned grounds for termination of employment shall be required and the period of notice specified in Section 4 of the agreement on protection against dismissal shall be applied.

The employer and salaried employee may agree that any outstanding receivables payable on termination of employment may be paid on the regular pay day of the company.

## **LOCAL COLLECTIVE BARGAINING**

### **4 § Negotiating procedure**

1. The federations shall negotiate in a professional manner on all issues arising within their sectors with a view to resolving them by mutual understanding. The federations shall each endeavour to establish effective and professional bargaining relationships at workplaces.
2. Should any disputes arise regarding the interpretation or application of this agreement that cannot be resolved by agreement between the individual salaried employee and the employer, and on which local negotiations fail to result in agreement, then the issue shall be referred for consideration by the federations.
3. Should any dispute arise between the employer and the salaried employees for reasons other than those referred to above, a solution shall first be sought through local negotiations, and if these are inconclusive, the matter shall be referred to the competent federations for consideration.
4. When either of the parties proposes negotiations in the aforementioned cases, said negotiations must shall begin at the earliest opportunity and no later than two weeks after the proposal. On receiving the proposal, the employer must also inform the representative of salaried employees of the date when the negotiations will commence.
5. A protocol or a memorandum of dispute shall be prepared on the negotiations on either party's request and both parties must sign it. This document shall briefly state the cause of dispute and the view taken by each party. The protocol or memorandum of dispute shall be prepared within one week of the end of negotiations.
6. If the negotiations referred to in paragraph 2 above are inconclusive, either party may refer the matter to the Labour Court for settlement.
7. No stoppage may be declared, nor may any other measures be taken to pressure the other party or to impede the regular process of work while negotiations on the dispute referred to in item 3 of this section continue.
8. Representatives of the employee and employer organisations that are bound by this agreement shall be entitled to participate in local negotiations where said employee and employer organisations so agree. It shall be a requirement for this that previous local negotiations have been conducted on the issue. If such negotiations fail to achieve unanimity, the parties shall apply the procedure specified in paragraphs 2, 3 and 6.

### **5 § Local collective bargaining**

The local agreement referred to in several provisions of this collective agreement may be concluded under the negotiating procedure set out in the collective agreement, either between the employer and a salaried employee, or between the shop steward and the employer. An agreement concluded with a shop steward shall bind the salaried employees whom said shop steward is considered to represent. The agreement may be concluded for a limited period or until further notice. An agreement concluded until further notice may be terminated at three months' notice unless otherwise agreed. The agreement must be concluded in writing if either party so requests or if the agreement is intended to remain in force for longer than two weeks. The local agreement referred to herein shall form a part of the collective agreement. It shall continue to

## Collective agreement

be applied even after the collective agreement has expired in other respects. During this time, and within one month after a new collective agreement enters into force, any agreement concluded for a fixed period may also be terminated at three months' notice.

### **Minuted note 1:**

A list of the sections of the collective agreement which may be agreed differently locally is attached to this protocol.

### **Minuted note 2:**

If a shop steward has been elected in the company and the matter concerns the entire company, work department or a larger work group, it shall be agreed with the shop steward. An agreement made with the shop steward is binding upon all those who are considered to be being represented by the shop steward (who also represents employees who are not trade union members).

### **Minuted note 3:**

The parties state that an increase in local collective bargaining will expand and reinforce the role of the shop steward in successful co-operation at workplaces.

## **SALARY**

### **6 § Salary**

The salary of a salaried employee shall be determined in accordance with the salary system appended hereto on the basis of job requirement, personal competence and continuous duration of current employment.

Use of another salary system may be locally agreed. This may apply especially in situations in which another system governs another staff group or groups in the company. The federations shall be advised of any such local agreement.

When applying this agreement, "monthly salary" shall refer to the salaried employee's total personal salary, i.e. the monetary pay and fringe benefits, excluding separately paid bonuses. The seniority bonus that is determined according to the continuous employment of a salaried employee and paid as a separate bonus shall be treated as ordinary monthly salary when calculating the holiday pay, salary for part-time work, bonuses for overtime or Sunday work and compensation payable for working on major public holidays, and when determining the amount of shift work bonuses and in other similar aspects of payroll administration.

When applying this agreement, the cash value of fringe benefits shall be deemed to be their fair value. The taxable value shall be used instead when the fair value cannot be determined. The Finnish Tax Administration annually confirms the grounds for determining the monetary value of fringe benefits for tax purposes.

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### Minuted note 1:

An hourly pay may be agreed in duties where the working hours of a salaried employee are not determined in advance. The hourly salary shall be formed by dividing the corresponding job requirement category salary in accordance with the employee's duties and any individual bonuses by the divisor specified in paragraph 5 of Section 22 of the collective agreement, determined according to the working hours normally observed in said work.

The employer has the right to provide the payslip electronically or in writing. The electronic payslip must be in a printable file format.

#### 1. *Salaries according to job requirement category*

**From the beginning of the pay period starting on 1 February 2016 or the closest subsequent period, the job requirement salaries (TVL) shall be as follows:**

TVL	EUR/month
1	1706
2	1839
3	1991
4	2214
5	2478
6	2809
7	3201
8	3646

**From the beginning of the pay period starting on 1 February 2018 or the closest subsequent period, the job requirement salaries (TVL) shall be as follows:**

TVL	EUR/month
1	1726
2	1861
3	2015
4	2241
5	2508
6	2843
7	3239
8	3690

**From the beginning of the pay period starting on 1 February 2019 or the closest subsequent pay period, the job requirement salaries (TVL) shall be as follows:**

<b>TVL</b>	<b>EUR/month</b>
1	1744
2	1880
3	2035
4	2263
5	2533
6	2871
7	3272
8	3727

## *2. Trainees and summer employees*

Trainees refers to persons who study at vocational educational institutions, institutes of technology or other similar-level institutes, universities of applied sciences, universities of technology or other universities and work between terms or during their studies in order to acquire the work experience required for their degree.

Summer employees (employed between 2 May and 30 September) refers to young people who are still at school or persons under 25 years of age who are students in educational institutions not associated with this industry.

The salary of a trainee or summer employee can be up to 25% lower than the job requirement category salary for the job in question.

The provisions on staff reductions and re-employment obligations included in agreements concerning dismissal and layoffs shall not apply to mandatory work placement included in the student's degree.

### **Minuted note 2:**

The federations shall adhere to the 'Tutustu työelämään ja tienaa' ('Learn and earn') programme aimed at schoolchildren and promoted by the central labour market organisations in accordance with the recommendations of the central labour market organisations and the Economic Information Office.

### **Minuted note 3:**

Application instructions concerning the use of trainees in companies in the chemical industry in the event of personnel dismissals and layoffs are included in the collective agreement as an Appendix.

### **Minuted note 4:**

The employer shall inform the shop steward of new students taking salaried employee positions under the learning agreement.

### 3. *Seniority bonus*

A salaried employee shall be paid graded seniority bonus based on the duration of employment.

The seniority bonus shall be determined according to the length of service until the end of the preceding month. The seniority bonus shall be paid to the salaried employee monthly, and the bonus amount shall be as follows, depending on the duration of continuous service:

#### **Seniority bonus 1 July 2015**

years	EUR/month
5–9	43
10–14	57
15–19	83
20–24	105
25–	128

#### **Seniority bonus 1 February 2018**

years	EUR/month
5–9	44
10–14	59
15–19	86
20–24	108
25–	132

If seniority bonus is paid as monthly compensation, it shall be treated as ordinary monthly salary for various payroll administration purposes, such as calculating holiday pay, salary for part-time work, overtime and Sunday work bonuses etc.

#### Period of service

The period of service refers to the uninterrupted duration of the current employment relationship. A period of employment in different companies governed by the same controlling interest directly relating to the current employment relationship shall also count towards seniority. In connection with change of company's ownership, the duration of employment in the service of the previous employer shall count towards the period of service of employees who transfer to the service of the new owner as existing employees. Days that are equivalent to days worked according to section 7 of the Finnish Annual Holidays Act and working time reduction leave shall count towards the seniority bonus.

### **7 § Part-time salary**

When calculating the salary payable for part-time work, the hourly rate shall be determined by dividing the monthly salary by the number of regular working hours for the month in question in accordance with the system for averaging working hours. The concept of monthly salary is the same here as in section 21. A corresponding number of hours worked may also be used to compensate for absence from work.

## Collective agreement

### Application instructions

Part-time salary shall be paid, for example, when the employment begins or ends on a date other than the beginning or end of a pay period, or when a salaried employee has been absent from work and the employer is not required to pay salary for the period of absence.

If the absence is not compensated for by working an equal number of hours, the following procedure shall be followed:

day or hour of absence

- the regular working days/hours included in the month in accordance with the system for averaging working hours are calculated
- the monthly salary is divided by the number of working days/hours to derive the salary for a day/hour of absence
- the salary for the day/hour of absence is deducted from the monthly salary = the part-time salary

The salary for a day/hour of absence will vary each month according to the number of working days or hours of work in the month concerned:

### MONTHLY WORKING HOURS IN 2017

	<u>working days</u>	<u>37.5 hrs</u>	<u>40.0 hrs</u>
January	21	157.5	168
February	20	150.0	160
March	23	172.5	184
April	18	135.0	144
May	21	157.5	168
June	21	157.5	168
July	21	157.5	168
August	23	172.5	184
September	21	157.5	168
October	22	165.0	176
November	22	165.0	176
December	18	135.0	144

(including the Finnish Independence Day)

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### MONTHLY WORKING HOURS IN 2018

	working days	37.5 hrs	40.0 hrs
January	22	165.0	176
February	20	150.0	160
March	21	157.5	168
April	20	150.0	160
May	21	157.5	168
June	20	150.0	160
July	22	165.0	176
August	23	172.5	184
September	20	150.0	160
October	23	172.5	184
November	22	165.0	176
December	18	135.0	144

(including the Finnish Independence Day)

### MONTHLY WORKING HOURS IN 2019

	working days	37.5 hrs	40.0 hrs
January	22	165.0	176
February	20	150.0	160
March	21	157.5	168
April	20	150.0	160
May	21	157.5	168
June	19	142.5	152
July	23	172.5	184
August	22	165.0	176
September	21	157.5	168
October	23	172.5	184
November	21	157.5	168
December	19	142.5	152

(including the Finnish Independence Day)

### MONTHLY WORKING HOURS IN 2020

	working days	37.5 hrs	40.0 hrs
January	21	157.5	168
February	20	150.0	160
March	22	165.0	176
April	20	150.0	160
May	19	142.5	152
June	21	157.5	168
July	23	172.5	184
August	21	157.5	168
September	22	165.0	176
October	22	165.0	176
November	21	157.5	168
December	21	157.5	168

(including the Finnish Independence Day)

## Collective agreement

This table is used for calculating the part-time salary.

The table shall also be applied as necessary in the situations referred to in paragraph 7 of section 9 of this agreement unless otherwise locally agreed.

### **8 § Extra duties allowance and job orientation bonus**

#### *Extra duties allowance*

Unless otherwise agreed locally, salaried employees who, while performing their regular duties, temporarily attend to any duties of another salaried employee that have not been taken into consideration in their own job requirement grading shall be paid an additional 14 to 35 per cent of their personal salary as extra duties allowance, in proportion to the increased amount of work. Extra duties allowance shall be paid under the same conditions to salaried employees when attending as a substitute to duties that are more demanding than their own regular duties.

The compensation payable and other aspects of the terms and conditions of employment shall be settled before the substitution begins.

#### **Minuted note 1:**

The application instructions concerning the extra duties allowance are appended to this collective agreement.

#### *Job orientation bonus*

Job orientation consists of systematic training whereby, in accordance with an approved plan prepared in advance, new salaried employees are familiarised with the workplace and their duties, and instructed on the risks inherent in the work and surroundings, and in procedures for controlling these risks.

Salaried employees specifically appointed by the employer who, in addition to their regular duties, also provide familiarisation training for and guide new salaried employees in the work environment and duties shall be paid a separate bonus of 10 per cent of their personal salary for the time spent on said familiarisation and job orientation, unless their salaries otherwise allow for this familiarisation and job orientation. Job orientation bonus may also be replaced with a locally agreed fixed monthly bonus.

#### **Minuted note 1:**

The familiarisation and job orientation of workers and summer employees form part of the normal duties of salaried employees, and no separate bonus shall be paid for the familiarisation and orientation of such personnel.

Application instructions concerning the job orientation bonus are appended to this collective agreement.

## WORKING HOURS

### 9 § General provisions concerning working hours

Regular working hours shall be eight hours a day and forty hours a week, unless the employer and salaried employee have agreed that working hours will be seven and a half hours a day and thirty-seven and a half hours a week, or other regular working hours.

#### *Averaging of working hours*

Regular weekly working hours may be averaged by preparing a system for averaging working hours to 40 hours a week over a certain period of time.

The averaging period in continuous one-shift and two-shift work shall be 52 weeks.

The averaging period in other daily and two-shift work shall be 26 weeks. An averaging period of 52 weeks may be agreed locally.

The nature of the averaging system shall be collective and the system shall cover the period over which the working hours used at a worksite, department or workplace comply with the averaging system. The working hours of a salaried employee who has worked under an averaging system shall not be separately averaged out at the end of the employment.

The working hours of an individual salaried employee working under a system for averaging working hours may be monitored to ensure correspondence between the hours worked and the salary paid.

Regular daily working hours may, however, be extended by a maximum of four hours by local agreement. Regular weekly working time shall not exceed 50 hours in such cases. If work is divided over more than five days in a working week, the regular weekly working hours shall not exceed 48 hours.

#### *Part-time work*

The guide “Monipuoliset työajat kemianteollisuudessa” (“Versatile working times in chemical industry”) discusses part-time work and the effect of working time on the working requirement of earnings-based unemployment benefits.

#### *Periodic work*

Periodic work can also be agreed locally for work other than that referred to in section 7 of the Working Hours Act. The local agreement shall be sent to the federations for information.

### **Implementation of the 24-hour increase of working time in accordance with the Competitiveness Pact**

The annual working hours shall be extended on the basis of local collective bargaining by an average of 24 hours without changing the annual level of earnings. The increase in working time shall be implemented in proportion to the working time in the case of part-time and fixed-term employees. The implementation shall be agreed locally using the following options, for example, which can also be combined:

## Collective agreement

- a) changing weekday holidays into working days. No Sunday bonus according to section 18 or the compensation for working on major public holidays according to section 19 shall be paid for such days.
- b) reducing the averaging working days in one- and two-shift work referred to in section 12.
- c) converting days off, such as Saturdays, to regular working days.
- d) in continuous forms of working hours, adding work shifts by 24 hours annually.
- e) utilising the flexible working hours system, working hour bank, preparation and completion work or similar working time arrangements used in the company.
- f) If the employer requires additional work or overtime to be carried out, only the bonuses and increase elements related to the working hours, if any, shall be paid.

For an employee paid by the month, the change is implemented without changing the monthly wages.

If a local agreement has been reached about extending working time by treating a mid-week holiday as a normal working day, no Sunday bonus according to section 18 or the compensation for working on major public holidays according to section 19 shall be paid for such days. If the Saturday of such a week is a day off according to the confirmed schedule of work shifts of the salaried employee, work performed on the Saturday shall be paid as weekly overtime.

If no local agreement has been reached by the end of the preceding calendar year (continuing the negotiations can be agreed locally), the 24-hour extension of working hours shall be implemented as follows: As an addition to the working time, the employer may assign a maximum of 4 hours, on average, during a two-week review period, in compliance with the notification period according to section 11 of the collective agreement, at a minimum. The addition of working time can be assigned to days which are work days according to the form of working hours. The addition of working time is included in the monthly salary.

### Example 1: DAYTIME WORK MON–FRI

WEEK 1	MON	TUE	WED	THU	FRI	SAT	SUN
	2	2				-	-
WEEK 2	MON	TUE	WED	THU	FRI	SAT	SUN
	2		1	1		-	-

Saturday and Sunday are days off according to the person's form of working hours, i.e., the extension cannot be assigned for those days.

### Example 2: DISCONTINUOUS 3-SHIFT WORK

WEEK 1	MON	TUE	WED	THU	FRI	SAT	SUN
				8			-
WEEK 2	MON	TUE	WED	THU	FRI	SAT	SUN
							-

Sunday is a day off according to the person's form of working hours, i.e., the extension cannot be assigned for that day.

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Two hours shall be deducted from the extension of working time for each full calendar month during which the salaried employee has been fully or partially laid off, incapable of work, on family leave, job alteration leave, study leave or has been absent from work on some other grounds based on legislation or the collective agreement or by permission of the employer.

### *Salaried employee paid by the hour (Section 6)*

If no fixed working hours have been specified, the addition of working hours will be implemented in proportion to the actual working hours. The employer and the salaried employee will agree on the times when the evaluation is conducted. If the working time of the salaried employee has not been specified in advance and it has been agreed that the salary will be paid as a hourly salary calculated according to section 6, record entry 1, other salary components, such as the holiday bonus as specified in section 27, paragraph 3, can be allocated for the extension of working hours in proportion with the hours worked.

### **Working hour bank**

The working hour bank is a system adopted in order to balance work and leisure time, allowing the salaried employee and the employer to save and have days off within the limits agreed upon in connection with the adoption of the working hour bank. Successful balancing of work and leisure time increases job satisfaction, commitment to work and productivity.

The purpose of the working hour bank is to respond to the variation in workload, thus supporting the productivity and competitiveness of the company and responding to individual needs in different life situations.

### *Implementation of the system*

The agreement shall be made in writing between the employer and employee representatives.

The federations recommend that the local parties set goals for the working hour bank in terms of, among other things, productivity, competitiveness, occupational safety and the observation of the individual needs of the employees concerning working time.

*It can be agreed that the following, for example, be transferred to the working hour bank:*

- hours accrued as a result of flexible working time
- average regular daily or weekly working hours
- leave resulting from the reduction of working hours or three-shift work
- working time compensations converted into free time
- annual leave exceeding 18 days and accrued saved leave, if any
- holiday bonus agreed as time off.
- for employees who are, at a minimum, 58 years of age, benefits with monetary value converted to equivalent time off

### *Matters to be agreed in the implementation of the system*

- whom the agreement covers
- how to join and leave the system
- what kinds of days off can be saved and under which terms and when the leave may not be taken
- maximum amounts set for saving and borrowing days off
- when and under what circumstances leave can be taken

## Collective agreement

- how monetary compensations are converted into corresponding leave
- procedures for how to verify the amount of hours accrued in the working hour bank
- how the wages are determined for the time when the leave is taken if several different bases for wages or pay methods are used
- according to which principles and in what circumstances, in addition to the termination of employment, the leave can be converted into money
- how the functioning of the working hour bank is considered between the employer and the elected representative.
- when agreeing on the possibility of employees who are, at a minimum, 58 years of age, to convert benefits with monetary value to equivalent time off, an agreement should also be reached concerning whether it is necessary to increase the maximum quantity of time off to be saved in these situations

### *Time off transferred into the system*

Any leave transferred into the bank will lose its original identity, and the averaging or expiration times according to the Working Hours Act or the Annual Holidays Act, for example, no longer apply.

The salaried employee will receive an annual statement of the time off accrued in the bank. At this point, the salaried employee and the employer shall jointly prepare a plan on when the accrued leave will be granted. If no agreement is reached about when such leave is given, the salaried employee shall have the right to designate a maximum of 30% of the hours accrued in the bank with two months' notice period, unless a different local agreement is made concerning the notice period. The employer is allowed to reschedule leave for significant production-related reasons or reasons related to the organisation of work once in a calendar year.

If the incapacity to work of a salaried employee begins before the agreed working hour bank leave, they may, no more than once per calendar year, request postponement of the working hour bank leave for a minimum of three days to a later date.

The federations agree

- that the granting and taking of leave may not lead to a need to overtime or a disruption of production
- on the principle according to which, if the volume of work is reduced, any hours accrued in the bank should be used before resorting to layoffs.

### *Payment of salaries in the systems*

The salaried employee's salary is determined in accordance with the time when the leave is taken. Taking the leave does not reduce the accrual of annual leave. At the end of employment, any leave accrued in the working hour bank is paid out in cash.

### *Monitoring the functioning of the system*

The employer and a representative of the employees shall evaluate the operation of the system regularly in accordance with the goals set when the system was implemented and from the perspective of labour protection. An employee representative shall be given a summary of the leave accrued in the bank and the leave taken.

## **10 § Schedule of work shifts**

A schedule of work shifts must be prepared at the workplace when it is possible with regard to the nature of work. The schedule of work shifts shall specify the beginning and end of the regular daily working hours, the duration and time of the meal break, and the weekly days off.

## **11 § Amendments to the schedule of work shifts and the system for averaging working hours**

The salaried employees concerned and the shop steward shall be notified of permanent changes in the work shift schedule or in the system for averaging working hours at the earliest opportunity and no later than two weeks before the change takes effect. If the change affects several employees or an otherwise significant part of the staff, then the change shall be negotiated in advance with the shop steward.

The salaried employees concerned shall be informed of temporary deviations from the schedule of working hours or the system for averaging working hours at the earliest opportunity and no later than on the third day before the change takes effect. The shop steward shall also be notified if the change concerns a department or a corresponding operational unit.

The foregoing notification times may be deviated from by local agreement.

## **12 § Working hours in daily, one- and two-shift work**

Regular working hours

1. The regular working hours in daytime and two-shift work shall be eight hours a day and forty hours a week, unless the employer and salaried employee have agreed that working hours are seven and a half hours a day and thirty-seven and a half hours a week, or other regular working hours.
2. Conversion from a working week of 37.5 hours to a working week of 40 hours may be agreed locally by applying the negotiating procedure stipulated in the collective agreement. The agreement must be concluded by the end of the preceding calendar year. It may be terminated annually with two months' notice so that the agreement terminates at the end of the calendar year.

The monthly salary of a salaried employee shall be increased by 2.7 per cent when switching to a working week of forty hours. The monthly salary shall be reduced by 2.6 per cent when switching back to a working week of thirty-seven and a half hours.

The provisions of item 5 of this section shall apply after switching to a form of working hours of 40 hours.

3. It is also appropriate to investigate the possibility of introducing flexible working hours when planning the introduction of various working hour arrangements. Flexible or staggered working hours may be introduced where locally agreed. A daily flexi-time of a maximum of four hours and the limitation of the maximum accrued hours to 80 hours can be agreed locally.
4. Unless otherwise agreed locally, the working week and the working day shall commence at the beginning of the first shift on Monday. The Sunday working day shall end at that time.

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### 5. Averaging of working hours in daytime and two-shift work

The provisions of this paragraph shall govern forms of working hours in which the regular working time is forty hours a week.

It is also required that salaried employees have an annual holiday of no more than 30 ordinary weekdays and that their yearly working hours are otherwise reduced only by religious holidays, 1st of May, Midsummer Eve, Finnish Independence Day, Christmas Eve and New Year's Day.

An exchange of leave based on averaging working hours for flexible leave may be agreed locally. This flexible leave shall be governed by section 27 of the Finnish Annual Holidays Act, but shall be scheduled by agreement. No holiday bonus shall be paid on flexible leave.

#### A. Averaging of working hours/averaging days

Leave shall be earned according to the number of annual regular working days as follows:

no fewer than	17	working days	1	day off
"	35	"	2	days off
"	53	"	3	"
"	71	"	4	"
"	88	"	5	"
"	105	"	6	"
"	121	"	7	"
"	138	"	8	"
"	155	"	9	"
"	172	"	10	"
"	189	"	11	"
"	205	"	12.5	"

Days for which the employer pays sickness or maternity leave salary and any training period that is even partly funded by the employer if the employer pays salary for said period shall also count as regular working days. The time off referred to in section 30 of the collective agreement (short temporary leave), for which the employer pays salary, shall also count as days worked. Days of leave shall therefore both accrue and be used at these times. The days off referred to in this agreement shall also be equivalent to days worked.

Days off other than the annual holiday arrangements or annually recurring regular days off which reduce the annual working hours and are based on agreement or practice, as referred to in paragraph 5, shall be deducted from the total averaging of working hours.

#### Granting of leave

Leave accrued during a calendar year shall be granted to a salaried employee by no later than the end of the calendar year in which it was accrued or, by agreement with the salaried employee, by paying cash compensation or granting leave at another agreed time. Leave shall be granted at a time determined by the employer. The two-week notification period referred to in this agreement for announcing changes in the system for

## Collective agreement

averaging working hours shall be observed if leave is granted simultaneously to all salaried employees or to a work department. The granting of personal leave shall be announced no later than one week before said leave is taken. These notice periods may be agreed otherwise by local agreement.

When granting time off, the employer shall endeavour to accommodate the salaried employees' individual wishes concerning the timing of leave periods within the constraints imposed by the needs of production and by operation and service times.

In addition to their normal salary, a salaried employee shall receive compensation for hours worked on an averaging day designated individually to each salaried employee in the same manner as for weekly overtime, if working on the designated averaging day is agreed with the salaried employee later than one week before the averaging day.

Leave shall be granted for a period of no less than a full work shift at a time, or as half days for no more than six and a half days. Leave may also be granted in other ways if so agreed locally.

If a salaried employee has been granted too much leave at the end of employment, the employer shall be entitled to deduct a corresponding sum from the final salary payment as stipulated in section 7 of the collective agreement. The deduction shall be implemented in full working days only.

In the event that any averaging days off are outstanding at the end of the employment relationship, and it has not been possible to grant them before the end of the calendar year or it has been agreed with the salaried employee that they will not be taken, then compensation shall be paid to the salaried employee for the outstanding days off at the basic rate.

### Level of earnings

Working hours shall be balanced without reducing the level of earnings.

### B. Averaging of working hours/average working hours

Working hours can also be arranged as average working hours by means of local agreements. The long-term average is 36.3 hours per week. The annual working hours are specified in the table appended to this collective agreement. This average weekly working time is derived by allowing for an averaging of working hours (100 hours) in the calculation. Public holidays, Midsummer's Eve and Christmas Eve then also balance out the weekly working hours over the calendar year. Annual leave days may not be used for averaging working hours.

Working hours shall be averaged by granting leave so that the working hours over a period of no longer than a calendar year reach the aforementioned average hours, provided that a system for averaging working hours has been prepared for work in advance to cover, at a minimum, the period over which the regular weekly working hours are averaged. The nature of the system for averaging working hours shall be collective and cover the period over which the form of working hours generally applied at the worksite, department or workplace is daytime or two-shift work. When switching to another form of working hours, such as three-shift work, the working hours shall, after the switch, be determined in accordance with the regulations governing the form of working hours in question.

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The employer must negotiate with the representatives of the salaried employees before implementing the schedule of working hours referred to above. The negotiations must take into consideration the nature of the work of salaried employees in the workplace, securing operation and service times, working time arrangements of other staff groups, and other corresponding factors. After the negotiations, the employer shall announce the system for determining the applicable procedures.

### Example 1

When working in daily and two-shift work for the entire year with 30 days of annual holiday, the foregoing annual working hours shall be formed as follows:

- the period to be worked in daytime and two-shift work is 365 calendar days
- the same in working weeks, i.e. 365 days/ 7 days per week, or 52.14 weeks
- salaried employees are on annual holiday for 5 weeks during this period
- the number of actual weeks worked is 47.14 weeks

The working hours under the collective agreement during the foregoing period are 47.14 weeks x 36.4 hours/week, i.e. 1,716 hours, or 214 shifts of 8 hours per shift.

### Example 2

The implementation of the average working hours agreed in the collective agreement shall be settled as follows when working for only part of the year:

- the period to be worked in daytime and two-shift work is 196 calendar days
- the same in working weeks, i.e. 196 days/ 7 days per week, i.e. 28 weeks
- salaried employees are on annual holiday for 3 weeks during this period
- the number of actual weeks worked is 25 weeks

The working hours under the collective agreement during the foregoing period are 25 weeks x 36.4 hours/week, i.e. 910 hours, or 114 shifts of 8 hours per shift.

If the periods described above in examples 1 and 2 include longer unpaid absences for an individual salaried employee, such as prolonged unsalaried incapacity for work, paternity leave, job alternation leave or study leave or equivalent, the period in question shall be taken into account as a factor reducing working hours, in the same way as with annual holiday referred to in the example.

### Annual holiday

Days on which a salaried employee is unable to work due to taking leave referred to in this agreement shall be considered equal to days worked for the purpose of determining the duration of annual holiday.

## **13 § Working hours in discontinuous three-shift work**

The regular working hours in discontinuous three-shift work shall be 8 hours per day and as a long-term average, an average of 35.8 hours per week. The average regular weekly working hours may vary each year according to the days on which weekday public holidays fall. The annual working hours are specified in the table appended to this collective agreement.

## Collective agreement

### Example 1

When working in discontinuous three-shift work for the entire year with 30 days of annual holiday, the annual working hours shall be formed as follows:

- the period to be worked in daytime and two-shift work is 365 calendar days
- the same in working weeks, i.e. 365 days/ 7 days per week, or 52.14 weeks
- salaried employees are on annual holiday for 5 weeks during this period
- the number of actual weeks worked is 47.14 weeks

The working hours under the collective agreement during the foregoing period are 47.14 weeks x 35.8 hours/week, i.e. 1,689 hours, or 211 shifts of 8 hours per shift.

### Example 2

The implementation of the average working hours agreed in the collective agreement shall be settled as follows when working for only part of the year:

- the period to be worked in discontinuous three-shift work is 196 calendar days
- the same in working weeks, i.e. 196 days/ 7 days per week, i.e. 28 weeks
- salaried employees are on annual holiday for 3 weeks during this period
- the number of actual weeks worked is 25 weeks

The working hours under the collective agreement during the foregoing period are 25 weeks x 35.8 hours/week, i.e. 895 hours, or 112 shifts of 8 hours per shift.

If the periods described above in examples 1 and 2 include longer unpaid absences for an individual salaried employee, such as prolonged unsalaried incapacity for work, paternity leave, job alternation leave or study leave or equivalent, the period in question shall be taken into account as a factor reducing working hours, in the same way as with annual holiday referred to in the example.

A system for averaging working hours shall be prepared in advance for a period not exceeding a calendar year over which the regular weekly working hours shall reach the said average.

Averaging of working hours shall be implemented without reducing the monthly salary.

Days off under the system for averaging working hours shall be equated with days worked when determining annual holiday, however, they are reduced by the number of days off usually granted during a calendar month to salaried employees performing daytime work.

Compensation shall be paid in accordance with the weekly overtime provisions of the collective agreement for discontinuous three-shift work exceeding the weekly regular working hours under the system for averaging working hours.

The monthly salary shall be divided by 155 when calculating compensation for overtime.

### **14 § Working hours in continuous three-shift work**

The average regular working hours in continuous three-shift work shall be 34.6 hours a week.

## Collective agreement

Working hours in work referred to above in item 1 shall be averaged to 34.6 hours over a period not exceeding one year (excluding annual holidays). Therefore, the working hours of salaried employees entitled to 30 days of annual holiday who take this holiday during the calendar year is 1,632 hours a year. The corresponding working hours of salaried employees entitled to 24 ordinary weekdays of annual holiday is 1,666 hours a year.

### Example 1

The aforementioned annual working hours in continuous three-shift work with 30 days of annual holiday shall be formed as follows:

- the period to be worked in discontinuous three-shift work is 365 calendar days
- the same in working weeks, i.e. 365 days/ 7 days per week, or 52.14 weeks
- salaried employees are on annual holiday for 5 weeks during this period
- the number of actual weeks worked is 47.14 weeks

The working hours under the collective agreement during the foregoing period are 47.14 weeks x 34.6 hours/week, i.e. 1,632 hours, or 204 shifts of 8 hours per shift.

### Example 2

The implementation of the average working hours agreed in the collective agreement shall be settled as follows when an employee performs continuous three-shift work for only part of the year:

- |   |                                   |
|---|-----------------------------------|
| - period to be worked in<br>in discontinuous three-shift work | 196 calendar days                 |
| - the same in working weeks, i.e. 196 days 7<br>days per week | i.e. 28 weeks                     |
| - salaried employees are on annual holiday                    | for 3 weeks during this<br>period |
| - actual number of weeks worked                               | 25 weeks                          |

Working hours under the collective agreement during the foregoing period are 25 weeks x 34.6 hours/week, i.e. 865 hours, or 108 shifts of 8 hours per shift, and the schedule of working hours prepared for the period shall therefore include 108 shifts.

If the period of 28 calendar weeks described above includes longer unpaid absences for an individual salaried employee other than those referred to in item 6 of this section, such as prolonged unsalaried incapacity for work, paternity leave, job alternation leave or study leave or equivalent, the period in question shall be taken into account as a factor reducing working hours, in the same way as with annual holiday referred to in the example.

A system for averaging working hours shall be prepared in advance covering at least the period over which the regular weekly working hours shall reach the said average.

Days off under the system for averaging working hours shall be equated with days worked when determining annual holiday, however, they are reduced by the number of days off usually granted during a calendar month to salaried employees performing daytime work.

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If the holiday period of 2 May–30 September includes, in addition to Sundays, other days that are not eligible to be statutory days off, the annual working hours referred to in this section shall be reduced correspondingly.

In this form of working hours, compensation shall be paid in accordance with the collective agreement provisions on weekly overtime for any work that exceeds the working hours scheduled for the week in question under the system for averaging working hours.

Any training period that is even partly funded by the employer shall also be counted as a regular shifts worked in three-shift work insofar as the employer pays compensation for loss of earnings under the learning agreement. Short temporary salaried leave, for which the employer pays a salary, taken under section 30 of the collective agreement shall be equated with regular shifts.

The divisor applied under paragraph 5 of section 22 of the collective agreement shall be 148.

The salary for part-time work shall be calculated in accordance with the provisions for calculating part-time salary in section 7 of the collective agreement based on the number of work-days referred to in the implementation regulation table of said section.

A salaried employee performing continuous three-shift work shall be paid a separate additional monthly bonus of 5.5 per cent in compensation for lost earnings. There is no need to change any existing arrangements if the company already has a system in place that takes the compensation into consideration.

Days off under the system for averaging working hours ('minus days') shall be equivalent to days worked when determining annual holiday, but reduced by the number of days off customarily granted to employees engaged in day work during the calendar month concerned.

### 15 § Shift work and evening and night work

1. In shift work, shifts shall change regularly and shall be amended in periods not exceeding four weeks. Nevertheless, a salaried employee may work the same shift continually, when so agreed. Work in which consecutive shifts overlap by no more than one hour or are separated by a period of no more than one hour, and in which the shifts are amended in a predetermined manner, shall also be regarded as shift work.
2. Extra pay for shift work

As of **1 January 2016** or from the beginning of the closest subsequent pay period, the shift bonuses shall be as follows:

<b>evening shift</b>	<b>night</b>	<b>shift</b>
<b>cents/hr</b>	<b>cents/hr</b>	
221	404	

As of **1 February 2018** or from the beginning of the closest subsequent pay period, the shift bonuses shall be as follows:

<b>evening shift</b>	<b>night</b>	<b>shift</b>
<b>cents/hr</b>	<b>cents/hr</b>	
228	417	

## Collective agreement

3. When working overtime, a salaried employee in shift work shall be paid extra pay for shift work for the shift during which the overtime is worked. When a salaried employee in two-shift work stays on for overtime after the end of the evening shift, said employee shall be paid the nightshift bonus for this overtime.
4. Night work may be assigned under the conditions prescribed in section 26 of the Finnish Working Hours Act. By local agreement, night work may also be performed on cases other than those referred to in section 26 of the Working Hours Act.
5. Any work that is not shift work, overtime or emergency work that a salaried employee must perform between 18:00 and 22:00 shall be deemed evening work, while work performed between 22:00 and 06:00 shall be regarded as night work. The bonus payable for such work shall be the same as would have been paid as a bonus for the evening or night shift if the work had been shift work.
6. When a salaried employee on the evening or night shift stays on for overtime following the end of their shift, the evening or night shift bonus payable for regular hours of work shall also be paid for said overtime until no later than 06:00.
7. The shift work bonus may also be paid as a separate fixed monthly bonus. In that case, the monthly bonus shall be based on no less than the amounts specified in cents in the agreement for salaried employees.
8. Any shift work bonus payable for overtime or Sunday work must include any increases applicable to the rest of the salary payable for the period in question.

### **16 § Days off**

1. One of the two days off granted in each week may be agreed locally. Unless otherwise agreed, one of the two days off granted in each week may be:
  - a fixed day of the week, which shall be a Saturday, or where this is not possible, a Monday, or
  - a varying day of the week if work is performed on six days in a week, at a minimum.
2. If average weekly working hours are observed, the days off shall be scheduled to include enough days off to reach the average regular weekly working hours over the period.

If days off cannot be scheduled in advance, then the allocation of days off to reach the average shall be announced no later than one week in advance.

### **17 § Weeks including a weekday public holiday**

1. In weeks including a public holiday falling on a weekday, the regular working hours on the eve of said holiday and on Saturday shall be the same as on other weekdays.

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2. However, the following days shall be days off:
  - a) the Saturday of the week including New Year's Day
  - b) the Saturday of the week including Epiphany
  - c) Easter Saturday
  - d) the first Saturday after Easter
  - e) the Saturday of the week including the first of May
  - f) the Saturday of the week of Ascension Day
  - g) Midsummer Eve
  - h) the Saturday of the week including Finnish Independence Day (6 December)
  - i) Christmas Eve and
  - j) the first Saturday after Christmas

If production-related reasons require working on said days off, the lost day off shall be compensated with a day off granted during regular working hours or by a cash payment such as weekly overtime, unless compensation for downtime is already being paid for said period. The manner of compensation should be settled in advance.

If it has been agreed locally that a weekday holiday be converted into a normal working day without the compensation for working on a major public holiday as specified in section 9, Saturdays of such weeks are converted into days off as specified in section 16.

3. A salary increased by 100 per cent shall be paid to salaried employees who work on Easter Saturday, Midsummer Eve and Christmas Eve. This provision shall not apply in continuous shift work or in regular evening or night work.

### **18 § Sunday work**

1. Sunday work shall refer to work performed on a Sunday, on another public holiday, on 1st May and on Finnish Independence Day (6 December). In addition to other salary payable for said day, a Sunday work bonus equalling a single basic rate shall be paid for Sunday work.
2. If the work performed on a Sunday is additional or overtime work, the compensation to be paid for it shall be in accordance with the regulations governing additional or overtime work plus the single rate Sunday work bonus referred to in item 1 above.
3. By agreement with the salaried employee concerned, the Sunday work bonus or the entire salary for Sunday work may be paid as a fixed monthly compensation or exchanged for an equivalent period of time off. Said time off must be granted and taken within six months of performing the overtime work.
4. Exchanging the Sunday work bonus for flexible leave may be agreed locally. This flexible leave shall be governed by section 27 of the Finnish Annual Holidays Act, but shall be scheduled by agreement. No holiday bonus shall be paid on flexible leave.

### **19 § Compensation for working on major public holidays**

All salaried employees working on New Year's Day, Epiphany, Good Friday, Easter Sunday, Easter Monday, 1 May, Ascension Day, Pentecost, Midsummer Eve, All Saints' Day, Finnish Independence Day (6 December), Christmas Day and Boxing Day shall be paid salary increased by 200 per cent as of 6:00 a.m. for the subsequent 24-hour period. Said salary shall include any Sunday bonus. The time of payment of the aforementioned compensation for extra

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public holidays may be locally agreed otherwise when deemed necessary due to the agreed rhythm of shifts, the time of change of the working day, or other such reasons.

### **Minuted note:**

The point of time a major public holiday is observed and the compensation paid for the holiday can be transferred based on local collective bargaining.

Salaried employees working in shift work or regular evening or night work on the eve of the foregoing days shall be paid a salary increased by 100 per cent for evening and night shifts, and a salary increased by 20 per cent for morning shifts in compensation for extra public holidays. Said remuneration shall not include any overtime or Sunday bonuses.

A salaried employee working in daytime work on the aforementioned eves shall be paid a 20 per cent salary increase for regular working hours under the system for averaging working hours. Said remuneration shall not include any overtime. Said remuneration shall not include any Sunday bonus.

## **20 § Rest periods and compensation for weekly time off**

### *Daily rest period*

1. When work has been arranged in regularly changing shifts of more than six hours, even in the work referred to in section 7 of the Finnish Working Hours Act, a salaried employee shall be granted a rest period of a minimum of half an hour or an opportunity to take a meal during the hours of work.
2. When the hours of work in daytime work exceed six hours, a salaried employee shall be granted at least one regular rest period of a minimum of one hour. Where agreed locally this rest period may be reduced to no less than half an hour. A salaried employee shall have the right to leave the workplace freely during the rest period. However, this shall not apply to salaried employee whose presence at the workplace is essential for the continuation of operations.

It may be agreed locally that a salaried employee shall not take a fixed meal break in daytime work, but is provided with the opportunity to take a meal in the middle of the day at a time that is convenient in terms of work.

3. All of the time during which a salaried employee is bound to duties of work or required to be present at the workplace shall be counted as working hours, but any break during which the employee has both the right and the practical opportunity to leave the workplace freely shall not constitute working hours.
4. The federations recommend that a salaried employee be given a daily opportunity while working, at the time that is most convenient for performance of duties, to have coffee or refreshments in a way that causes minimum disruption to the flow of work.

### *Twenty-four hour rest period*

During the 24 hours following the beginning of each shift, a salaried employee shall be granted a continuous rest period of no less than 11 hours and, in shift work, a rest period of no less than 9 hours, unless the work is performed during standby time.

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Temporary exceptions to the foregoing may be made for no more than three consecutive twenty-four hour periods at a time in the cases referred to in section 29, paragraph 2 of the Working Hours Act. This rest period shall nevertheless be at least five hours in such cases, and the salaried employee shall be granted the compensatory rest periods referred to in the said statute at the earliest opportunity and no later than within one month.

The employer and the salaried employee may agree on a temporary reduction in the twenty-four hour rest period to no less than seven hours if expedient organisation of work so requires.

If it is considered necessary due to the rotation of shifts or other such reason, the twenty-four hour rest period can be reduced based on local collective bargaining to a minimum of 7 hours.

### *Weekly time off*

1. If possible, the salaried employee shall be granted a weekly continuous time-off period of no less than 35 hours, scheduled for Sunday. Nevertheless, a time-off period of said length may be granted at another time during the week if the work is characteristically done on all days of the week, or if the salaried employee is temporarily required to work on a Sunday in order to secure a regular flow of work in a shop or company.
2. In continuous shift work, however, weekly time off may be scheduled to average no less than 35 hours per week over a period of 12 weeks and no less than 24 hours in any single week.
3. Exceptions to the provisions of this section governing weekly time off may occur:
  - a) When the regular working hours of a salaried employee do not exceed three hours in a 24-hour period;
  - b) When a salaried employee is needed for emergency work;
  - c) When the technical character of the work does not permit full job release of some salaried employees;
  - d) When a salaried employee is needed to work on a temporary basis during the weekly rest period in order to maintain the regular flow of work at the company.

### *Compensation for weekly time off*

1. A salaried employee shall be compensated for work performed temporarily during the weekly time off period by deducting from the employee's regular working hours a corresponding number of hours scheduled no later than within the following three calendar months or, by prior agreement, by paying the entire monetary compensation for weekly time off in accordance with item 5 below.
2. Unless otherwise agreed, the weekly rest day shall be Sunday in daytime work and in discontinuous shift work, and the last day off in the week under the system for averaging working hours in other forms of work.
3. Compensation shall be paid for temporary work performed during a weekly time off period even when the salaried employee concerned has been absent from work due to illness, temporary child-care leave, accident or employer-specified training during the same week.

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4. The regular working hours during the week in which the corresponding time off is granted shall be the weekly working hours scheduled under the system for averaging working hours minus the number of hours of time off.
5. With the consent of the salaried employee concerned, the following cash compensation for hours worked during weekly time off may be paid in full in addition to the monthly salary
  - basic rate increased by 100 per cent, and
  - the overtime and Sunday work bonuses required in this agreement if the hours worked also constitute overtime or Sunday work.

The mode of compensation shall be agreed when settling the work to be performed during a weekly rest period.

### **21 § Additional work**

1. The concept of additional work

Additional work refers to work performed in accordance with the Finnish Working Hours Act at the employer's initiative and with the consent of the salaried employee, that exceeds the working hours stipulated in the collective agreement but does not exceed the maximum regular working hours prescribed in the Working Hours Act (8 hours a day and 40 hours a week, or an average of these if averaging of working hours has been applied).

2. The forms of additional work

Additional work may occur in the following forms:

- a) As daily additional work, usually only 0.5 hours per day.
- b) As additional work on leave days
  - usually not exceeding 2.5 hours when no additional work has been performed during the week, or
  - up to 40 hours per week when the salaried employee has been absent from work during the week.

3. When applying average weekly working hours, additional work shall include any work performed in addition to the agreed weekly working hours averaging fewer than 40 hours over the entire period.

When the period on which the system for averaging working hours is based is too long for a single pay period, additional work may be calculated on a weekly basis using the regular weekly working hours confirmed for the week in question in the system for averaging working hours as the basis for comparison.

4. Salary for additional work

If no time off in lieu of additional work has been agreed, the compensation for said work shall be the regular hourly rate based on the number of hours worked. The basic hourly rate payable for additional work shall be calculated in the same manner as the overtime rate.

## Collective agreement

A salaried employee with regular working hours of 7.5 hours per day and 37.5 hours per week shall, nevertheless, be compensated for additional work performed in excess of the daily or weekly working hours scheduled under an averaging system for working hours in the manner agreed for daily or weekly overtime. Additional work shall not constitute overtime.

The additional work bonus may be paid as fixed monthly remuneration or exchanged for a corresponding period of time off if so agreed with the salaried employee in question. The dates when the time off is taken shall be agreed with the salaried employee.

An exchange of additional work for flexible leave may be agreed locally. This flexible leave shall be governed by section 27 of the Finnish Annual Holidays Act, but shall be scheduled by agreement. No holiday bonus shall be paid on flexible leave.

### 22 § Overtime

1. In accordance with the Working Hours Act, overtime refers to any work performed at the employer's initiative and with the consent of the salaried employee in excess of the maximum regular working hours (8 hours a day and 40 hours a week, or an average of these if averaging of working hours has been applied).

If a salaried employee working hours during the working week fall under different forms of working hours, the weekly overtime shall be determined on the basis of the schedule of work shifts for the form of working hours under which the employee has mostly worked during the week in question.

2. Compensation for hours exceeding the regular working hours

#### *Compensation for daily overtime*

If the number of hours worked exceeds 8 hours in a working day, or the number of hours set for said day in the system for averaging working hours when using such a system, the salary shall be increased by 50 per cent for the first two hours and by 100 per cent for the subsequent hours. The compensation shall be directly 100 per cent for all overtime worked on a Saturday or on the eve of a public holiday.

#### *Compensation for weekly overtime*

If the number of hours worked minus the daily overtime referred to in the preceding item and performed during the same week exceeds 40 hours or, when using the system for averaging working hours, exceeds the number of hours set for said week in the system, the salary shall be increased by 50 per cent for the first eight hours and by 100 per cent for the subsequent hours. Said compensation shall be 100 per cent for all overtime hours worked on Easter Saturday, Midsummer Eve and Christmas Eve.

A salary increase of 100 per cent shall be paid for work performed immediately after a full regular night shift.

The overtime bonus or the entire salary for overtime worked may be paid as a fixed monthly compensation or exchanged for a corresponding period of time off, if so agreed with the salaried employee in question. Said time off must be granted and taken within six months of performing the overtime work.

## Collective agreement

An exchange of the overtime bonus or the entire overtime pay for flexible leave may be agreed locally. This flexible leave shall be governed by section 27 of the Finnish Annual Holidays Act, but shall be scheduled by agreement. No holiday bonus shall be paid on flexible leave.

3. If a salaried employee has been unable to, on working days defined in the system for averaging working hours, work for a period corresponding to their regular working hours on account of annual holiday, illness, accident, layoff for production-related or financial reasons, leave granted to reduce working hours in accordance with an agreement on reduction of hours, leave based on the working hour bank, flexitime leave taken as a full day, travel on the order of the employer, training referred to in sections 5.1 and 5.2 of the co-operation agreement or reserve military training and said salaried employee works on a day off included in the system for averaging working hours, then an overtime bonus as agreed with respect to weekly overtime shall be paid for the hours worked on said day off.
4. If a salaried employee switches from one form of working hours to another in the middle of a working week, then any work performed in excess of 40 hours a week without exceeding the regular daily working hours shall be deemed weekly overtime.
5. When calculating the increased salary payable for overtime, the basic salary must be calculated by dividing the monthly salary for daytime and two-shift work, including fringe benefits, by 160 when the regular weekly working hours are 40 hours and by 158 when the regular weekly hours are 37.5 hours. The divisor shall be 155 in discontinuous three-shift work and 148 in continuous three-shift work.

In addition to the personal monthly salary, items to be included when calculating the basic salary shall, in addition to the monetary value of any fringe benefits, be the seniority bonus when it has been agreed that it is paid by pay period, commission and productivity bonuses and any extra duties allowance. Said calculation shall nevertheless exclude any shift work bonuses, fixed compensation for regular Sunday work, extraordinary compensation items of temporary character, such as overtime, Sunday work and additional work bonuses, and profit sharing or other corresponding bonuses that are paid no more than twice a year.

If the work performed by a salaried employee continues from one day (24-hour period) or one working day to another, the work performed until the time when the employee's regular workday normally begins shall be deemed to be work performed during the preceding day for the purpose of calculating bonuses for additional work or overtime. In that situation, these hours shall not be included when calculating the regular working hours for the subsequent day.

6. When a salaried employee works overtime after the end of the regular working hours for an estimated period of no less than two hours, it must be considered reasonable to allow the employee to take a necessary meal break or an opportunity to have a meal while working.
7. A salaried employee who has worked more hours in a week including a weekday public holiday than is required for that week shall be compensated for the excess hours in the manner agreed for weekly overtime, unless said compensation is paid as daily overtime.

## Collective agreement

8. Compensation shall be paid for any daily overtime incurred in starting-up and running-down work. Therefore, it is necessary to locally determine the duties which involve such starting-up and running-down work. At the same time, the mode of compensation applicable to such cases shall also be determined.

An example of compensation for hours worked in addition to the regular working hours

Mon	Tue	Wed	Thu	Fri	Sat	Sun
8	8	8	10	8	1.5	10
total of the hours worked in the week					53.5 hours	
the hours exceeding the regular daily working hours (Thu and Sun) are deducted from the above					4.0 hours 49.5 hours	
deducting appropriate averaged regular hours of work from the remainder					40.0 hours	
working hours compensated as weekly overtime					9.5 hours	

Salary increased by 50 per cent shall be paid for daily overtime (on Thursday). However, when 8 hours of overtime have already been accrued during the week, an increase of 100 per cent shall be paid for hours worked in excess of the regular daily working hours. This means that the salary for the last two hours worked on the Sunday is increased by 100 per cent.

Salary increased by 50 per cent shall be paid for the first eight hours of weekly overtime and increased by 100 per cent shall be paid for any subsequent overtime. This means that a 50 per cent increase is paid for the Saturday hours shown above and for the first 6.5 hours on Sunday, and a 100 per cent increase is paid for the following 1.5 hours on Sunday.

In addition to other salary payments, a Sunday work bonus comprising the single basic hourly rate payable for all 10 hours shall be paid for working on a Sunday.

The weekly rest period shall also be granted at a later date, or weekly rest compensation governed by section 20 above shall be paid.

For compensation for additional work, see section 21 of this collective agreement. For working time in weeks including a weekday public holiday, see section 17. Overtime on the eve of a public holiday is governed by section 22 of this collective agreement.

9. The sole tracking period for maximum overtime shall be the calendar year.

### **23 § On-call duty and telephone consultation**

To be on call means that a salaried employee is contractually ready to arrive and perform working duties when summoned to do so outside of the employee's regular working hours.

The employer shall be liable to pay compensation for on-call duty to the salaried employee.

## Collective agreement

The compensation payable for on-call duty shall be:

1. 50 per cent of the personal hourly rate for regular working hours if a salaried employee is obliged to begin work no later than one hour after the call into work.
2. 25 per cent of the personal hourly rate for regular working hours if a salaried employee is obliged to begin work no later than two hours after the call into work.
3. 10 per cent of the personal hourly rate for regular working hours if a salaried employee is obliged to begin work no later than three hours after the call into work.

Compensation shall be paid for the time when a salaried employee is on call but not working.

If a salaried employee on call is called into work, the salary shall be paid for the time spent working according to the other provisions of this agreement.

Neither the provisions governing emergency work nor the provisions of the Finnish Working Hours Act concerning standby time shall apply to the call to work of a salaried employee who is on call.

On-call arrangements shall be agreed with the salaried employee concerned in sufficient detail to prevent subsequent disputes on the nature and duration of the intended restriction.

If the duties of a salaried employee usually and characteristically involve giving special instructions or orders by telephone or by other means during the employee's time off, when the company so requires, this shall be taken into account in said employee's total salary or as a separate bonus.

Other arrangements may be agreed locally on the compensation for on-call duty and on consultation by telephone and the grounds for determining such compensation.

### **24 § Emergency work**

1. Emergency work is carried out in response to an emergency call and the salaried employee concerned has to come to work outside of the employee's regular working hours and after the employee has already left the workplace.
2. The amount of the emergency bonus shall be determined as follows, based on when the emergency call is issued:
  - a) two hours at the basic rate if the emergency call is issued within regular working hours ending by 16:00, or thereafter but before 21:00, or on a day off so that the salaried employee must leave for work within two hours after receiving the emergency call; and
  - b) three hours at the basic rate if the emergency call occurs between 21:00 and 07:00.
3. The basic salary increased by 100 per cent, including any overtime bonuses, shall be paid for time spent at work when the call to perform emergency work is issued and the work is performed between 21:00 and 07:00.
4. A salaried employee shall be paid the salary for a full hour of emergency work, even if the work takes less than one hour.

## Collective agreement

5. Emergency work cannot be compensated for by reducing the salaried employee's regular working hours by a corresponding number of hours.

### **Application instructions**

When a salaried employee is called to perform emergency work, this causes the employee extra inconvenience, which is compensated for by emergency pay. When a salaried employee is called to work at a time of day when there is no public transportation available or at such urgency that it is not possible to use public transportation, the employee's travelling expenses shall be reimbursed against a statement of expenses.

This regulation shall not apply, however, if the emergency work is immediately followed by the regular work of the next working day.

### **Salary for work**

In addition to emergency salary, a salaried employee shall receive their normal salary and any applicable overtime bonus if the work constitutes overtime. Work performed in response to a call issued between 21:00 and 07:00 shall be remunerated as separately agreed. A basic salary increased by 100 per cent plus any applicable overtime bonus shall always be paid for emergency work performed during said period.

Emergency work regulations shall not apply to the standby cases referred to in this agreement.

The provisions of the Finnish Working Hours Act concerning daily rest periods shall not apply to emergency work.

## **TRAVEL AND TRAINING**

### **25 § Travel compensation**

1. Salaried employees shall travel as required by their duties. The travel shall be completed in an appropriate manner, so as not to spend more time or incur more expenses than is necessary in performing said duties.
2. A journey shall be deemed to have begun when the salaried employee leaves for the journey from the workplace or, when separately agreed, from the employee's home before the start of the regular working hours. It is deemed to have ended when the employee returns to the workplace, except when the employee goes directly home after the regular working hours, in which case the journey shall be deemed to have ended at this time. The days entitling to a per diem allowance shall be calculated from the beginning of the journey to the end. The regulations governing salary payable for travelling time shall not apply to the calculating of travelling days.
3. The employer shall pay all necessary travelling expenses, including the cost of tickets, baggage expenses and the cost of sleeping berths when the journey involves overnight travel.

Compensation for travelling expenses and other details of travel shall be mutually agreed as necessary before the journey begins.

## Collective agreement

4. Per diem and kilometre allowances shall be governed by the current decisions of the Finnish Tax Administration concerning tax-exempt allowances for travel expenses and the amounts thereof.
  - a) Full per diem allowance for a full day spent travelling, working or staying at the travel location or for more than 10 hours, and
  - b) Partial per diem allowance for part of a day, lasting for more than six but fewer than ten hours
  - c) Partial per diem allowance, when the time spent travelling exceeds the last full travelling day by at least two hours, and full per diem allowance, when said time exceeds the last full travelling day by more than six hours.

In addition to the per diem allowance, the costs of any accommodation necessary during a journey shall be reimbursed in accordance with the current decision by the Finnish Tax Administration.

If the salaried employee fails to present an invoice for the accommodation, an overnight travelling allowance shall be paid in accordance with the current decision by the Finnish Tax Administration.

5. Salaried employees shall be paid a meal allowance in accordance with the current decision of the Finnish Tax Administration when their duties exceptionally prevent them from taking meals during the meal break at the employer's cafeteria or at their places of residence, and the employee is not working at another location of the company in the same district or nearby that provides a comparable normal opportunity to take meals. No per diem allowance shall be paid in such cases.
6. The decision by the Finnish Tax Administration shall govern per diem allowances and reimbursement of hotel expenses during journeys outside of Finland necessary for the employee's duties. If accommodation is needed during the journey, the accommodation expenses shall be reimbursed, in addition to the per diem allowance, against a receipt to the maximum amount specified below.

If the salaried employee enjoys a free meal or if a meal is included in the price of the ticket on any travelling day, then the maximum per diem allowance shall be half of the amounts referred to above in this section. Free meals shall mean two free meals in the case of a full per diem allowance and one free meal in the case of a partial per diem allowance.

When the time spent on a journey outside of Finland exceeds the last full travelling day by more than 10 hours, a salaried employee shall be paid the full foreign per diem allowance for said partial travelling day, and half of the foreign per diem allowance when said time exceeds the last full travelling day by at least 2 hours but fewer than 10 hours.

The per diem allowance payable for partial day shall be determined according to the foreign per diem allowance that is paid for the last full day of travel.

## Collective agreement

If the total time spent on business travel abroad is less than 24 hours but not less than 10 hours, the salaried employee shall be paid the full per diem allowance applicable to the country concerned.

If significant changes occur in exchange rates due to devaluation, revaluation or other currency regulation, the consequent changes in per diem allowances and accommodation compensation shall be agreed between the federations.

7. If performance of the duties of a salaried employee requires an uninterrupted stay of no less than 2 weeks in the same district, the assignment is considered to be a short assignment. An assignment of a minimum of two months constitutes a long assignment. The per diem allowances payable in such cases may be agreed locally, taking into consideration the local conditions and any measures that the employer may have taken with regard to said visit.
8. Within the limits of the hours of work scheduled under the system for averaging working hours, any work performed during a travelling day shall be counted as regular working hours. The bonuses for additional work and overtime stipulated in this agreement shall be paid for any additional work or overtime. There shall be no reduction in the employee's monthly salary, even if it has not been possible to perform the number of working hours scheduled under the system for averaging working hours within the same day.
9. When a salaried employee travels at the employer's initiative at a time that is scheduled as time off under the system for averaging working hours, the basic salary shall be paid in compensation for the time spent travelling for a maximum of 8 hours on a working day and 16 hours on a day off. Such travelling time shall include full half-hours. Travelling time shall not be counted as working hours.

This benefit may also be granted as separate fixed monthly compensation agreed locally.

No compensation shall be paid for travelling time between 21:00 and 07:00 when the employer pays for the salaried employee's sleeper berth.

When calculating completion of regular weekly working hours for the purpose of calculating weekly overtime, travelling hours shall also be included up to the maximum daily regular hours of work under the system for averaging working hours on travelling days on which the full regular working hours cannot otherwise be reached. Such hours shall not, however, count as regular working hours.

10. No compensation shall be paid for travelling time when the normal duties of a salaried employee require repeated travelling or when the employee, owing to the nature of said duties, decides on travelling and the use of working hours.

Instead of the per diem allowances and meal allowances referred to above, a fixed separate compensation payable with the monthly salary may be agreed with a salaried employee referred to in this paragraph.

11. If it has been agreed that salaried employees use their own vehicles, compensation shall be paid in accordance with the current decisions of the Finnish Tax Administration.

## Collective agreement

If a salaried employee, at the employer's initiative, has to transport other persons during work-related travel, or due to the job duties is required to transport in the car tools, measuring instruments or complete devices, the travelling or transportation expenses of which should be covered by the employer, the kilometre allowance shall be increased by EUR 0.02 per person or by an equivalent quantity of goods.

The kilometre allowance shall be increased in accordance with the current decisions of the Finnish Tax Administration when performance of the employee's duties requires the use of a trailer.

12. Travelling regulations may be agreed locally for local use. Such regulations may differ from the stipulations of this section, provided that the overall level of compensation for travelling expenses corresponds to the level established by said stipulations.

### Application instructions

Problems may arise in some cases regarding whether a half day per diem allowance or a meal allowance should be paid.

Some examples:

1. A salaried employee travels on business from their workplace at one end of Jyväskylä to the city centre by bus. While returning to the workplace, the employee also attends to another matter in a city office. The employee leaves at 09.00 and is back at work at 13:00 – the compensation is a meal allowance (one meal).
2. A salaried employee leaves Helsinki for Espoo at 11:00 and returns to work at 16:00 – the compensation is half of the half day per diem allowance (one meal).
3. A salaried employee leaves Helsinki for Espoo at 11:00 and returns to work at 18:30 – the compensation is half of the full day per diem allowance (two meals).
4. A salaried employee leaves Tampere for Turku by air at 08.00 and returns at 15.00 – the compensation is partial per diem allowance.
5. Varkaus–Kuopio–Varkaus from 07.00 to 19.00 – the compensation is full per diem allowance.

No accommodation allowance shall be paid in cases where the employer arranges free board.

### 26 § Training events

When salaried employees are sent by the employer to training events intended to improve their professional skills, the associated travelling expenses shall be reimbursed in the manner stipulated in section 25 of the collective agreement.

The compensation referred to in the preceding paragraph shall also be paid to a salaried employee participating in the joint training event referred to in item 5.2 of the co-operation agreement if the purpose of the event is locally found to promote the employee's vocational abilities.

## Collective agreement

If a training event is arranged at a time requiring a salaried employee working the night shift, for example, to attend during their time off, compensation shall either be paid to the employee at the basic rate for this attendance time or corresponding time off shall be granted instead. No reduction in salary shall occur if the event takes place during the salaried employee's regular working hours. No compensation for travelling time shall be paid for journeys pertaining to the training events referred to in this section.

The federations note that if the aforementioned training event occurs on the employee's day off, the basis of compensation for attending will be agreed locally as necessary.

Care shall be taken when arranging training events to ensure that the employee concerned is granted a daily rest period of sufficient length.

### **ANNUAL HOLIDAY**

#### **27 § Annual holiday**

1. Annual holiday shall be granted according to law. When determining the length of the annual holiday, the length of employment shall also include time worked for the same employer prior to discontinuation of employment for the purpose of relevant vocational studies increasing vocational competence as well as time worked by the said person for the employer during the studies if the employment continues immediately after the studies.

Local agreements are allowed concerning the division of annual leave in excess of 12 days to be taken in one or more sections.

The working hours averaging leaves and working hours bank leaves in accordance with the collective agreement and the paid absence due to sudden illness of a child referred to in section 30 of the collective agreement shall be calculated as time corresponding to working time for the calculation of the duration of annual holiday. If the working time is arranged into 12-hour shifts and the salaried employee follows the averaging of working hours system, the annual leave accrued by them is not affected by the absences caused by the organisation of working time.

In continuous three-shift work, it can be agreed locally that the annual holiday or part thereof may be incorporated into free periods under the system for averaging working hours.

2. The holiday pay shall be paid before the holiday begins unless it has been locally agreed that it will be paid on the employee's regular pay day.

The holiday pay may be paid on the customary pay day for a holiday period of no more than six days.

## Collective agreement

The daily salary payable as holiday pay or as annual holiday compensation shall be calculated as follows:

- a) Holiday pay shall be determined by apportioning the monthly salary into salary for time spent working on one hand and salary for the holiday period on the other. These two components together shall always correspond to the monthly salary. To ensure this, it is recommended that annual holiday pay be calculated using the procedure for calculating part-time salary.

The daily salary payable as compensation for holidays outstanding when employment ends shall be determined by dividing the monthly salary by 25 and multiplying it by the number of days of outstanding holiday.

- b) For the duration of their annual holiday pay, salaried employees who have performed continuous or regularly recurrent shift work shall be paid the monthly salary plus an average daily pay based on the shift work bonus and calculated as provided in section 11 of the Finnish Annual Holidays Act or in the manner agreed locally. Other continuous or regularly recurrent agreed bonuses and regularly recurrent Sunday work bonuses shall also be included when calculating the aforementioned average daily salary.
- c) When fixed monthly compensation is paid to a salaried employee on the basis of overtime, shift work, start-up or shutdown work, these items similar to salary shall also be paid during the annual holiday. Fringe benefits shall be governed by the provisions of section 9, subsection 2 of the Finnish Annual Holidays Act.

### 3. Holiday bonus

A salaried employee shall receive a holiday bonus of 50 per cent of the annual holiday pay (= monetary salary) referred to in this agreement. When calculating the annual holiday bonus, the monthly salary shall be divided by 25 and multiplied by the number of holiday days stipulated in the Finnish Annual Holidays Act.

Half of the holiday bonus shall be paid when paying the annual holiday salary. Half shall be paid at the time the salary paid for the first working day following the salaried employee's return from the annual holiday is paid, or at the time when said payment would have been made if the employee concerned had not been prevented from returning to work.

The holiday bonus shall also be paid for the holiday compensation payable for a leave-earning year that has already ended if regular employment is terminated during the holiday period for reasons not attributable to the salaried employee, or when temporary employment ends during the holiday period.

The holiday bonus shall be payable to a salaried employee retiring on old-age or disability pension and on early old-age or individual early pension at the aforementioned percentage of annual holiday salary and of any annual holiday compensation to which the employee is entitled.

A salaried employee returning to work after completing regular duties in the armed forces as provided in the Finnish Act on the Continuation of the Employment and Civil Service Contracts of Persons Liable for Military Service Called to Service (no. 570 of 1961) shall be entitled to an annual holiday bonus payable at the foregoing percentage on the annual holiday compensation that was paid to the employee on entry into said military service.

## Collective agreement

The holiday bonus may be paid by local agreement in either one or more instalments, provided that it is paid in full by no later than the end of the leave-earning year following the leave-earning year entitling the employee to the holiday in question. An exchange of the holiday bonus for a corresponding period of time off to be taken by the end of the leave-earning year referred to above may be agreed as an alternative. If the employment relationship of a salaried employee ends before the locally agreed date of holiday bonus payment, then the holiday bonus shall be paid when the employment relationship ends if the employee concerned is otherwise entitled to a holiday bonus.

Exchange of the holiday bonus for flexible leave may be agreed locally. This flexible leave shall be governed by section 27 of the Finnish Annual Holidays Act, but shall be scheduled by agreement. No holiday bonus shall be paid on flexible leave.

### ABSENCES

#### 28 § Salary during sickness, maternity or paternity leave and after accidents

1. If a salaried employee is unable to work due to illness or accident and has not brought about said illness or accident wilfully or through criminal activity, reckless behaviour or other gross negligence, while said incapacity continues, the employee shall be entitled to continue to receive the salary that would have been payable for the regular hours of work, inclusive of fringe benefits, as follows.

Length of continuous employment	Salary
At least 1 month but less than 12 months	for 4 weeks
At least one year months but less than five years	for 5 weeks
5 years or longer	for 3 months

If incapacity to work due to illness or accident begins before the employment has continued for one month, the employer shall pay 50 per cent of the salaried employee's salary as sick pay, however for no more than the regular hours of work scheduled between the date of onset of the incapacity and the ninth subsequent ordinary weekday. If the salaried employee's right to daily allowance under the Finnish Health Insurance Act begins earlier, the period for which the salary is payable shall be correspondingly reduced.

2. A salaried employee who is unable to work due to illness shall inform the employer thereof without delay, and shall advise the employer of the estimated date on which the incapacity will end.
3. Should the employer so require, a salaried employee shall present a medical certificate issued by the company's occupational health physician or by another physician acceptable to the employer. If the employer does not approve a medical certificate presented by the salaried employee and refers the employee for examination by another specified physician, the employer must compensate for any fees that are incurred in obtaining said medical certificate.

## Collective agreement

If incapacity to work due to the same illness begins again within 30 days of the date for which the employer last paid sick pay to the salaried employee, the salaried employee shall not be entitled to a new sick pay period under item 1 of this section, but sick pay shall be paid for a maximum of the total period referred to in item 1. If the employer's obligation to pay salary has already been met in full during the previous period of incapacity for work, the employer shall nevertheless pay the salary for the waiting period of one day stipulated in section 7, subsection 2 of chapter 8 of the Finnish Health Insurance Act. Whether the illness in question is the same shall be determined on the basis of the decision issued by the Finnish Social Insurance Institution (KELA).

4. If a salaried employee has knowingly concealed an illness from the employer at the time of concluding the employment contract, then the employer shall not be required to pay any salary for the period of illness.
5. A salaried employee shall be granted maternity, paternity and parental leave for the period of entitlement to maternity, paternity or parental allowances under the Health Insurance Act. Full salary shall be paid for three months of maternity leave.

The salary for regular working hours including fringe benefits shall be paid to a salaried employee for six (6) days of paternity leave. Payment of paternity leave salary shall be governed by the same provisions as the payment of maternity leave salary.

It shall be a condition of salary payment, however, that the employee's employment has continued for an uninterrupted period of no less than six months before delivery. A female salaried employee who has adopted a child below school age shall be granted paid leave of three months, comparable to maternity leave, at the immediate time of adoption. No salary shall be paid for the duration of paternity leave. The parties recommend that a comprehensive plan for the use of parental leave and child care leave be prepared using the form jointly drafted by the confederations.

6. The employer shall assign the same duties to a salaried employee returning from family leave as were performed by the employee before the family leave began.

If this is not possible, then the employer shall provide other work of the same level or, where no such work is available, other work.

The employer shall ensure that a salaried employee returning from family leave is familiarised with any changes that have occurred in said employee's work.

If daily allowance or comparable compensation is not paid for reasons due to the individual salaried employee, or if the amount paid is lower than the amount to which the employee would have been entitled by law, the employer shall be entitled to deduct from the employee's salary that part of the daily allowance or compensation that was not paid due to the employee's default.

7. Substitute work

Substitute work refers to work that a salaried employee performs while incapacitated to perform their established duties or those defined in their employment contract due to an accident or illness. Substitute work should be appropriate and correspond to the salaried employee's normal duties, where possible. Performing substitute work in another position or training can be agreed separately.

Substitute work is voluntary and based on the assessment of an occupational health care physician on the employee's capacity to work and the agreement between the employee and employer on substitute work. Substitute work may not compromise the salaried employee's recovery. The methods substitute work is carried out and the related principles should be covered in the co-operation negotiations before they are implemented.

**Minuted note 1:**

The federations have jointly published a guide concerning substitute work in companies ("Korvaava työ kemian aloilla"). When needed, the federations provide guidance and training to companies on the provision of substitute work.

## **29 § Medical examinations**

### *Statutory medical examinations*

The employer shall compensate for the earnings for regular working hours lost by an employee through work-related statutory medical examinations ordered by the employer, or in associated travelling.

If the examination occurs during the salaried employee's time off, the employee shall be paid a sum corresponding to the minimum daily sickness benefit payable under section 7 of chapter 11 of the Finnish Health Insurance Act in compensation for extraordinary expenses.

### *Other medical examinations*

The employer shall compensate for lost earnings in the following cases:

When an illness or accident necessitates an urgent medical examination or in other cases of illness or accident where a medical appointment cannot be arranged outside of working hours within a reasonable time.

Laboratory tests and x-ray examinations prescribed by a physician and related to a medical examination shall be equated with other medical examinations. A medical examination to determine treatment for a previously diagnosed chronic illness, and medical examinations associated with pregnancy shall also be equated with other medical examinations. Treatment for cancer or acute dental illness as well as cancer screenings in accordance with the Government decree shall also be equated with other medical examinations.

For the time taken in an examination to determine the course of treatment, conducted by a medical specialist in the field in question, in which a prescription is issued for the purchase of assistive devices, such as eyeglasses.

A salaried employee shall notify the employer in advance of their medical appointment. If this is not possible, the employer shall be notified at the earliest opportunity. The salaried employee shall present an account of the medical examination, of any waiting time and of reasonable travelling time in the cases referred to in the preceding paragraph and comparable cases, also including an account of the reasons why an appointment outside of the working hours was not possible.

No compensation for lost earnings shall be payable based on the stipulations of this agreement governing medical examinations if a salaried employee receives sick pay for the duration of a medical examination.

### *Calculation*

The aforementioned loss of earnings shall be determined according to the stipulations of the collective agreement governing the calculation of sick pay. Travel expenses arising from statutory medical examinations shall be paid in accordance with the principles concerning travel expenses provided in the collective agreement.

#### **Minuted note 1:**

This amended stipulation is not intended to alter the prevailing application of this section.

### **30 § Short temporary leave of absence**

1. No deduction shall be made from the salary or annual holiday of a salaried employee on account of a brief and temporary leave of absence granted due to the sudden illness of a family member or the death of a close relative. Close relative refers to the spouse, parents or parents-in-law of the employee, their grandparents, the children of the family, and brothers and sisters.

#### **Minuted note 1:**

Short temporary leave of absence granted due to the illness of a child.

Under the collective agreement provision on short temporary leave of absence, no deduction shall be made from the salary or annual holiday of a salaried employee on account of a temporary leave of absence granted due to the sudden illness of a member of the salaried employee's family. A close relative in said regulation refers to the employee's spouse, children, parents, brothers, sisters and grandparents as well as their parents-in-law. This means that a salaried employee is also entitled to salary while remaining at home to care for the employee's children or the children of the employee's spouse.

The Finnish Employment Contracts Act includes a provision on temporary child care leave, which entitles the parent of a child under ten years of age who suddenly falls ill to be absent from work for a maximum of four working days. By contrast, this regulation of the collective agreement sets no limit on duration, but in accordance with the agreement, the duration of absence must be determined in proportion to the situation at hand. The time spent to care for the child may therefore vary, but will most commonly be 1–4 days. This period may be exceeded in exceptional cases. The agreement also imposes no age limit for the child in care, meaning that a salaried employee may also take leave to care for a child over ten years of age where said care so requires (e.g. when the child is suffering from a high fever).

Eligibility for absence to care for a child always requires a sudden onset of illness. A salaried employee who has prior knowledge, for example, of medical or rehabilitation measures, or of a medical examination, is, under the collective agreement, not entitled to paid leave of absence to care for a child. Naturally, the salaried employee is entitled to (unpaid) temporary leave of absence pursuant to the Finnish Employment Contracts Act in such cases.

The right to a short temporary leave shall remain even if the child's illness recurred. No regulation has been agreed with respect to the illness of a child whereby a salaried employee must return to work for 30 days between illnesses before enjoying renewed eligibility for salaried leave of absence.

## Collective agreement

2. A day off with salary corresponding to the individual's regular working hours shall be granted to a salaried employee on their 50th and 60th birthday when said birthday falls on a working day according to the schedule of work shifts or the system for averaging working hours.
3. A brief temporary leave of absence shall also be granted for performing the duties of official public appointments.

A sum corresponding to the loss of regular working hours arising from attending the meetings of elected local authority bodies shall be deducted from the monthly salary of a salaried employee acting as a municipal shop steward. The reduction of the monthly salary shall be implemented so that the employee's regular monthly salary continues after the reduced salary has been supplemented by compensation for lost earnings paid by the municipality. Any element payable by the employer shall be paid after the employee has furnished the employer with a statement of said compensation for lost earnings paid by the municipality.

A corresponding adjustment of earnings shall also be carried out for other official public appointments.

4. The length of brief temporary leave of absence shall be determined in relation to the foregoing circumstances and any necessary travelling time.
5. For the duration of military reserve refresher courses, the employer shall pay a salary to the salaried employee so that, supplemented by the reservist pay received from the State, the employee receives full salary. This provision shall also apply to those who are trained under the Finnish Rescue Act to perform special duties relating to civil defence.
6. Salaried employees belonging to the representative assemblies, boards and committees of the undersigned federations and of the Finnish Confederation of Salaried Employees – STTK shall be permitted, during their hours of work, to take part in meetings of said bodies that are arranged to consider issues pertaining to collective bargaining.

### **Minuted note 2:**

The shop steward, departmental representative or occupational safety delegate can participate in Trade Union Pro's conferences for shop stewards and their salary is not reduced for days spent at the conferences. A deputy can attend said negotiations on behalf of the shop steward when the latter is prevented from doing so.

## **MISCELLANEOUS REGULATIONS**

### **31 § Protective clothing**

If it can be mutually agreed based on expert opinions or other corresponding grounds that the use of special overalls or protective equipment at work has a significant positive impact on occupational safety or health, the employer shall procure such overalls or equipment for the salaried employee to use at the workplace, even if providing them is not necessary under the Finnish Occupational Safety and Health Act. This shall not apply to regular working clothes. These regulations shall apply in duties where working clothes become worn out more easily.

### **32 § Right of assembly**

Subject to the following conditions, a registered or corresponding association of salaried employees belonging to a union of salaried employees that is bound by this agreement and has members at the workplace concerned shall be given an opportunity to hold meetings for the employer's salaried staff outside of working hours (before the beginning of the working day, during meal breaks or immediately after the end of the working day and, by separate agreement, also during the weekly rest period) at each workplace to discuss matters pertaining to industrial relations at said workplace:

- a) Holding a meeting at the workplace or at another venue referred to in this agreement shall, if possible, be agreed with the employer three days before the meeting takes place.
- b) The employer shall specify the venue for the meeting, which shall be a suitable place for the purpose either at the workplace or in the vicinity of the workplace, administered by the employer. If no such venue is available, the matter shall be discussed with a view to finding an expedient solution.
- c) The organisation that reserved the venue and arranged the meeting shall be responsible for maintaining order at the meeting and tidiness at the venue. The elected officers of said organisation should attend the meeting.
- d) The organiser of the meeting shall be entitled to invite to the meeting representatives of a federation that is a party to this collective agreement and of any association that is affiliated thereto, and representatives of the competent national central labour and employer confederations.

## **BINDING CHARACTER AND VALIDITY OF AGREEMENT**

### **33 § Binding character of agreement**

1. This agreement shall be binding to:
  - a) the organisations that have signed it,
  - b) the employers, salaried employees and associations thereof that are or, during the validity of the agreement, have been members of the foregoing associations.
2. After this agreement has become binding to the federations, all industrial action directed against the said agreements as a whole or in respect of any individual provision of the agreements shall be prohibited. A federation and its subordinate associations shall also be required to ensure that none of their member associations, employers and salaried employees that are bound by the agreement engage in any such industrial action or otherwise infringe the regulations of this agreement.

### **34 § Duration of the agreement**

This agreement shall be in effect from 1 December 2017 to 30 November 2020 and thereafter for one year at a time, unless either party has terminated it in writing no later than two months before the agreement expires.

## Collective agreement

If the agreement is terminated, the negotiations on a new agreement shall commence and a proposal for amendment shall be submitted to the counterparty no later than one month after said termination.

Helsinki, 8 December 2017

CHEMICAL INDUSTRY FEDERATION OF FINLAND

TRADE UNION PRO

## Protocol of signature

CHEMICAL INDUSTRY FEDERATION OF FINLAND  
TRADE UNION PRO

### **PROTOCOL OF SIGNATURE FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT FOR SALARIED EMPLOYEES IN THE FINNISH CHEMICAL INDUSTRY FOR THE PERIOD OF 1 DECEMBER 2017–30 NOVEMBER 2020**

Date            8 December 2017

Venue           Chemical Industry Federation of Finland, Eteläranta 10, Helsinki, Finland

Present        **Chemical Industry Federation of Finland**  
                  Jyrki Hollmén  
                  Juha Teerimäki  
                  Jukka Sarhimaa

**Trade Union Pro**  
                  Anssi Vuorio  
                  Taru Reinikainen

#### **1 Signing the collective agreement**

On 7 November 2017, Chemical Industry Federation of Finland and Trade Union Pro concluded the negotiations on the renewal of the collective agreement for salaried employees in the Finnish chemical industry for 2017–2020. The federations have today signed the collective agreement for the sector.

#### **2 Agreement period**

As of 1 December 2017, the new collective agreement shall replace the collective agreements signed between the parties for the period 1 December 2016–30 November 2017. This collective agreement shall remain in force from 1 December 2017 until 30 November 2020, and from 30 November 2020 for one year at a time, unless a written notice of termination is served by either party no later than two months before said termination takes effect.

#### **3 Salary adjustments for 1 December 2017–30 November 2020**

##### **3.1 Local salary negotiations**

The objective of the local salary negotiations shall be to find a salary solution which supports the financial situation, order book, employment situation and cost competitiveness of each company or workplace. The goal shall be for the wage formation to encourage employees to develop their competence and, through their actions, to contribute to the development of profitability and well-being at work in the company in line with the set objectives.

## Protocol of signature

Before the negotiations, the employer shall provide the shop steward with the details of the salary amount to be allocated and the calculation basis of the amount.

Items to be agreed on in the local salary solution include the implementation method, schedule, amount and principles of the salary adjustments. The agreement shall be made with the shop steward for the first year by **15 January 2018** and for the second year by **15 January 2019**, unless an extension is mutually agreed. The agreement shall be made in writing.

The employer shall make a decision on the allocation of the increases within the scope of the local agreement. After implementing the increases, the employer shall verify the allocated amount.

The information provided in the negotiations are confidential and may only be used to allocate the local amount.

### **3.2 Method of implementing salary adjustments and their scope, unless otherwise agreed locally with the shop steward**

In **2018**, the salary increase shall be **1.6%**. Unless otherwise agreed, **1.2%** of the increase shall be allocated as a general increase and **0.4%** shall be allocated in a manner determined by the employer.

In **2019**, the salary increase shall be **1.6%**. Unless otherwise agreed, **1.0%** of the increase shall be allocated as a general increase and **0.6%** shall be allocated in a manner determined by the employer.

The company- and workplace-specific salary increase for **2018** shall be calculated on the basis of the salary amount of the individual monthly salaries paid in **December 2017** to salaried employees in the Finnish chemical industry who are within the scope of the collective agreement (the monthly salary including fringe benefits and excluding seniority bonuses and other specific bonuses) and the **2019** salary increase shall be calculated on the basis of the amount of the individual monthly salaries paid in **December 2018** (the monthly salary including fringe benefits and excluding seniority bonuses and other specific bonuses).

#### **Application instructions:**

The calculation shall include all employees who work within the scope of the collective agreement for salaried employees in the chemical industry in December, regardless of the type of the employment relationship (until further notice, fixed-term, part-time). The calculation includes the monthly salaries of employees who took paid time off, such as paid sick leave and annual holiday, in December. The salary of an employee on paid maternity leave shall be included, if no substitute is used.

The salaries of employees who took unpaid time off in December are not included. The item shall not include the following: shop steward increments, occupational safety delegate's compensation, overtime pay, performance-based bonuses, bonuses for seniority, shift work, Sunday work, work on major public holidays, working conditions; holiday bonus, holiday compensation if the employment has been terminated.

The wages of employees with hourly pay shall be increased in accordance with the established practice.

## Protocol of signature

The parties to the agreement shall commit to negotiating the cost impact of the last 12 months of the agreement period for 1 December 2019–30 November 2020 by the end of September 2019. In addition to the salary settlement, the cost impact shall take into consideration any proposals by the additional work group set up by the parties to the agreement. If the negotiations fail to produce a result by the end of September 2019, the collective agreement can be terminated with two months' notice to end on 30 November 2019.

### 3.3 Date of salary adjustments

Salary increases shall be implemented as of the beginning of the pay period starting from **1 February 2018 or the closest subsequent period**, and in the second year of agreement, from the beginning of the pay period **closest to 1 February 2019**.

If the implementation of the increase is postponed, an agreement with the shop steward concerning the **2018** increases should be made in writing by **31 January 2018** and concerning the **2019** increases by **31 January 2019**. The agreement shall be made in writing.

If postponing the salary adjustments is agreed upon, an agreement should be made in the same context concerning compensation of any loss of earnings caused by the change with a corresponding non-recurring payment. The difference shall be paid as of the date of implementation of the salary increase, at the latest.

If companies implement salary increases on a schedule that differs from that of the salary increases in the collective agreement, a local agreement can be made with the shop steward to take the payments in question into account when implementing salary increases based on the collective agreement. In that case, the salaried employee must be informed that the increase also includes the increase based on the collective agreement.

### 3.4 Salary tables

Job requirement category (TVL) salaries shall be increased **by 1.2 per cent as of 1 February 2018**.

From the beginning of the pay period starting on 1 February 2018 or a closest subsequent period, the job requirement salaries (TVL) shall be as follows:

TVL	EUR/month
1	1726
2	1861
3	2015
4	2241
5	2508
6	2843
7	3239
8	3690

Job requirement category (TVL) salaries shall be increased **by 1.0 per cent as of 1 February 2019**.

## Protocol of signature

From the beginning of the pay period starting on 1 February 2019 or the closest subsequent pay period, the job requirement salaries (TVL) shall be as follows:

TVL	EUR/month
1	1744
2	1880
3	2035
4	2263
5	2533
6	2871
7	3272
8	3727

The job requirement salaries (TVL) in company-specific pay systems shall be increased by 1.2 per cent as of 1 February 2018 and by 1.0 per cent as of 1 February 2019.

### **3.5 Shop steward and occupational safety delegate remuneration**

Shop steward and occupational safety delegate remuneration shall be increased by **3.2 per cent as of 1 February 2018**.

The remuneration payable to the shop steward (not the departmental representative) as of 1 February 2018:

The number of salaried employees represented by the shop steward	Remuneration EUR/month
5–9	82
10–24	124
25–50	167
51–100	230
101–200	280
201–400	323
401–600	361
More than 600	424

Occupational safety delegate's remuneration as of 1 February 2018:

Number of salaried employees represented by the occupational safety delegate	Remuneration EUR/month
5–24	69
25–100	89
101–250	115
251–400	141
More than 400	166

### **3.6 Shift bonuses**

As of **1 February 2018** or from the beginning of the closest subsequent pay period, the shift bonuses shall be increased **by 3.2 per cent** as follows:

The evening shift bonus shall be 228 cents per hour and the night shift bonus 417 cents per hour.

### **3.7 Seniority bonuses**

As of the beginning of the pay period starting on **1 February 2018** or the closest subsequent pay period, the bonuses shall be increased **by 3.2 per cent**.

As of the beginning of the pay period starting on 1 February 2018 or the closest subsequent pay period, the seniority bonuses shall be as follows:

Years	EUR/month
5–9	44
10–14	59
15–19	86
20–24	108
More than 25	132

### **3.8 Support by federations**

The federations shall prepare joint guidelines and organise training for the local parties for the implementation of salary increases in accordance with the collective agreement.

The federations shall support the local parties in actively seeking different solution models for salary increases and incentives in the payroll system in accordance with the collective agreement and encourage them to find the best possible solution for the company and its personnel.

## **4 Changes in wording as of 1 December 2017**

### **EMPLOYMENT**

#### **Section 3 Employment and general duties of employment**

The second sentence of the second paragraph of item 2 Freedom of association and withholding of trade union membership dues shall be changed as follows:

The withholding shall be performed as defined in the operating instructions drawn up by the parties to the agreement.

The following paragraph shall be added to item 3 Liability insurance and group life insurance:

The employer shall, at its own cost, take out group life insurance covering its employees as agreed by the central organisations.

## **SALARY**

### **Section 6 Salaries**

A new protocol entry 4 shall be added to item 2, **Trainees and summer employees**, as follows:

The employer shall inform the shop steward of new students taking salaried employee positions under the learning agreement.

## **WORKING HOURS**

### **Section 9 General working time regulations**

Item Periodic work shall be added:

Periodic work

Periodic work can also be agreed locally for work other than that referred to in the Working Hours Act section 7. The local agreement shall be sent to the federations for information.

The item **Working hour bank** shall be changed as follows.

A new item shall be added to the list "It can be agreed that the following, for example, be transferred to the working hour bank":

- for employees who are, at a minimum, 58 years of age, benefits with monetary value converted to equivalent time off, if the employee so wishes

A new item shall be added under heading "Matters to be agreed in the implementation of the system":

- when agreeing on the possibility of employees who are, at a minimum, 58 years of age, to convert benefits with monetary value to equivalent time off, an agreement should also be reached concerning whether it is necessary to increase the maximum quantity of time off to be saved in these situations

### **Section 21 Additional work**

The following is added to item 4. A new paragraph 3 shall be added to item 4 Salary for additional work (the current paragraph 3 shall become paragraph 4) as follows:

The additional work bonus may be paid as fixed monthly remuneration or exchanged for a corresponding period of time off if so agreed with the salaried employee in question. The dates when the time off is taken shall be agreed with the salaried employee.

### **Section 22 Overtime**

Item 3 shall be changed as follows:

3. If a salaried employee has been unable to, on working days defined in the system for averaging working hours, work for a period corresponding to their regular working hours on account of annual holiday, illness, accident, layoff for production-related or financial reasons, leave

## Protocol of signature

granted to reduce working hours in accordance with an agreement on reduction of hours, leave based on the working hour bank, flexitime leave taken as a full day, travel on the order of the employer, training referred to in sections 5.1 and 5.2 of the co-operation agreement or reserve military training, and said salaried employee works on a day off included in the system for averaging working hours, then an overtime bonus as agreed with respect to weekly overtime shall be paid for the hours worked on said day off.

### **Section 23 On-call duty and telephone consultation**

The second-to-last paragraph of the provision shall be changed as follows:

If the duties of a salaried employee usually and characteristically involve giving special instructions or orders by telephone or by other means during the employee's time off, when the company so requires, this shall be taken into account in said employee's total salary or as a separate bonus.

### **Section 24 Emergency work**

Item 2 a) shall be changed as follows:

The amount of the emergency bonus shall be determined as follows, based on when the emergency call is issued:

a) two hours at the basic rate if the emergency call is issued within regular working hours ending by 16:00, or thereafter but before 21:00, or on a day off so that the salaried employee must leave for work within two hours after receiving the emergency call; and

### **Section 28 Salary during sickness, maternity or paternity leave and after accidents**

Item 7 shall be changed as follows:

Substitute work refers to work that a salaried employee performs while incapacitated to perform their established duties or those defined in their employment contract due to an accident or illness. Substitute work should be appropriate and correspond to the salaried employee's normal duties, where possible. Performing substitute work in another position or training can be agreed separately.

Substitute work is voluntary and based on the assessment of an occupational health care physician on the employee's capacity to work and the agreement between the employee and employer on substitute work. Substitute work may not compromise the salaried employee's recovery. The methods substitute work is carried out and the related principles should be covered in the co-operation negotiations before they are implemented.

#### **Minuted note 1:**

The federations have jointly published a guide concerning substitute work in companies ("Korvaava työ kemian aloilla"). When needed, the federations provide guidance and training to companies on the provision of substitute work.

## **Section 29 Medical examinations**

Paragraph 3 of item Other medical examinations shall be changed as follows:

Laboratory tests and x-ray examinations prescribed by a physician and related to a medical examination shall be equated with other medical examinations. A medical examination to determine treatment for a previously diagnosed chronic illness, and medical examinations associated with pregnancy shall also be equated with other medical examinations. Treatment for cancer or acute dental illness as well as cancer screenings in accordance with the Government decree shall also be equated with other medical examinations.

## **AGREEMENT ON PROTECTION AGAINST DISMISSAL**

### **Section 10 Re-engagement**

Paragraph 1 shall be changed as follows:

The employer must offer work to a former salaried employee who has been dismissed on production-related or financial grounds or in connection with company restructuring and who is still seeking work at an employment agency for the duration defined in the valid Employment Contracts Act.

## **CO-OPERATION AGREEMENT**

General regulations

A new paragraph 3 shall be added to item 2.1 of the co-operation agreement (the last paragraph will become paragraph 4).

In addition to the shop steward, a deputy shop steward can participate in negotiations with the employer concerning an entire personnel group or a significant part of the personnel group, if several employer representatives participate in the negotiations. A sufficient job release shall be granted to the deputy shop steward so that they can participate in the negotiations and an opportunity for exchanging information before the negotiations shall be provided. The shop steward should provide the deputy shop steward with the information related to said negotiations.

### **5.3 Trade union training**

The following paragraph shall be added to item **5.3.2 Compensation**.

The shop steward or the occupational safety delegate shall have the right to participate in joint training organised by the Chemical Industry Federation of Finland and Trade Union Pro without loss of earnings in the same manner as in participation in trade union training.

## **5 Notes to the protocol of signature**

### **5.1 Continuous negotiation**

The aim of continuous negotiation is to promote co-operation at workplaces, develop employment and productivity in the industry, prepare amendments to collective agreements during the agreement period and prepare joint application guidelines for situations considered difficult at workplaces.

The parties shall follow the principle of continuous negotiation during the agreement period so that various themes are negotiated and solutions are sought during the agreement period. Other matters may also be negotiated if either of the parties so proposes.

Changes to the text agreed in the negotiations shall be approved by the governing bodies of the parties, and they shall enter into force on a separately agreed date.

Themes of continuous negotiation:

- During the agreement period, the training task force shall discuss changes caused by digitalisation and technology development to performance of work, organisation of training and working time arrangements. The goal shall be to assess future competence needs and the opportunities to develop the work of salaried employees.
- Special issues concerning the elements of salary in part-time work, such as taking weekday public holidays that reduce working time into account in the hourly wages.
- During the agreement period, the parties shall investigate procedures to prevent labour disputes and any related development needs in the procedures as well as measures to develop the role of the local parties. The negotiating procedure referred to in section 4 of the collective agreement shall not be part of this work.
- Processing the results of the remote work and working hour bank survey and assessment of any measures to be taken.
- Investigating the possibility to combine the collective agreements for salaried employees (the chemical, glass and ceramics, footwear and leather, goldsmithery as well as brushmaking sectors) by 30 June 2019.

### **5.2 Well-being at work**

Well-being at work includes the goals, purpose and content of work, leadership that recognises and aligns the varying needs, resources and strengths of the work community and individuals, as well as management of skills within the working community to guide the business operations towards success.

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The “Hyvää huomista” well-being programme launched jointly by the parties to the agreement in 2010 is an established tool promoting well-being in the industry. The development measures to be taken within the programme can include any development of work, working methods, working community, processes, working environment or productivity which is carried out in co-operation and has a positive impact on the programme goals. A working group appointed by the employer and employee federations will select the joint development themes while looking for new perspectives, ideas and concrete tools for companies to promote well-being at work and to increase productivity by building on previous experiences gained in the “Hyvää huomista” programme.

The parties to the agreement encourage workplaces to take systematic and determined measures to develop well-being at work and productivity and to make use of the services offered by and results gained in the “Hyvää huomista” programme as well as other materials jointly provided by labour market organisations – such as the Job Life Cycle Model published by the central organisations.

As part of promoting well-being at work, the parties to the collective agreement recommend that Well-being at Work Card training be arranged at all workplaces.

### **5.3 Equality**

The last paragraph of item 2 in the protocol of signature of the current collective agreement shall be changed as follows:

According to the Act, an employee with a minimum of 30 employees on a regular basis must prepare a plan concerning measures to promote equality (an equality plan). The equality plan can be drawn up as a separate plan, or it can be included as a part of another plan, such as the staff plan, gender equality plan, training plan or the action programme for occupational safety.

If necessary, the parties will organise guidance and training.

The following paragraph shall be added:

The parties shall investigate the preparation of equality plans in the sector by 31 December 2018.

### **5.4 Meal allowances**

The amount of the meal allowance (in training in accordance with the co-operation agreement):

In 2018, the meal allowance amount was €25.00. The amount of the meal allowance for the next calendar year shall always be confirmed by the end of September in the preceding calendar year by adjusting the amount of the previous meal allowance with the change that took place in the cost of life index between July preceding the review period and July of the review period. The amount of meal allowance is confirmed annually in the training task force.

Example: The amount of meal allowance for 2019 shall be determined in September 2018 based on the cost of life index change during the period July 2017–July 2018.

### **5.5 Local bargaining**

The federations promote local collective bargaining by arranging joint training during the agreement period.

A list of paragraphs of the collective agreement which may be agreed differently locally is included in the collective agreement as an appendix.

The general goals and training needs are discussed with the shop steward at the beginning of their term of office in order to develop the company's operating prerequisites, local collective bargaining, the workplace and well-being at work.

If a company or an independent part thereof finds itself in financial difficulties, means listed in Appendix 9 of the c may be introduced locally.

### **5.6 Performance and profit bonuses**

Performance and profit bonuses are company-specific salary bonuses. They involve an inherent risk of non-payment if the assigned performance and profit targets are not met.

A performance bonus may be based, for example, on improved workplace performance indicators, financial growth and achievement of assigned development goals, or on a combination of these key figures.

A profit bonus may be based, for example, on the operating margin of the company, or on a derived indicator of profitability.

The use of performance and profit bonuses that are at the discretion of company management; the grounds for determining these bonuses and any changes in said grounds shall be explained to the salaried employees before such bonuses are introduced.

### **5.7 Promotion of employment**

In addition to arrangements for re-employment leave prescribed in the Finnish Act on the Public Employment Service (no. 1295 of 2002), a salaried employee who has been dismissed on the grounds referred to in section 3 of Chapter 7 of the Finnish Employment Contracts Act shall be entitled to no more than five working days of re-employment leave for labour market-oriented education, traineeship, and on-the-job training under an employment programme.

In the event of collective dismissals, the employer and shop steward shall seek to work with various agencies to assess the range of support services available for staff under threat of redundancy. These support services aim to improve the employment prospects of the salaried employee.

### **5.8 Personnel and training plans**

The federations note that, according to the Act on Co-operation within Undertakings (no. 334 of 2007), companies falling within the scope of the said act must prepare annual personnel and training plans in co-operation negotiations in order to maintain and improve the professional competence of the employees.

Preparing a training plan based on future change needs and implementing it promote flexibility, innovation, longer working careers and the employment of salaried employees.

## Protocol of signature

The employer is granted an extraordinary tax deduction for implementing a training plan composed in accordance with the requirements of the legislation. The companies will provide guidance to the member companies and elected representatives if necessary in the preparation of a training plan aimed at future changes needed and the right to receive the tax deduction.

The federations stress the importance of examining the individual training needs of salaried employees in performance appraisals or corresponding reviews.

Planning the remaining working years becomes topical as one approaches the retirement age. Development discussions or other contexts should also cover retirement and when to retire, transferring the competence accumulated to younger employees, and any interest in participating in working life after retirement.

### **5.9 Evaluation of the dangers and risks of work**

The Occupational Safety and Health Act (738/2002) regulates the evaluation of the dangers and risks of work. According to the act, the employee must evaluate, while observing the nature of work and operations, and identify in a sufficiently systematic manner any dangers and risks caused by the work, the working times, the premises, other working environment and work conditions and, if these cannot be removed, evaluate their significance in terms of the safety and health of the employees.

The federations note that working hours have been specifically added to the act in 2013 as one of the factors for which the employer must evaluate and assess the risks and dangers.

If necessary, occupational health expertise shall be applied for eliminating dangers and risks.

### **5.10 Trainee programme for the young**

The federations shall adhere to the current terms and conditions of the “Tutustu työelämään ja tienaa” trainee programme for the young until the end of the agreement period. Thereafter, the programme shall continue upon an agreement between the federations.

### **5.11 Additional work group**

The parties to the agreement shall set up a working group, assigned to review the additional elements of the collective agreements, assess the basis and currency of the bonuses as well as to issue proposals to reform the additional elements in order to support productivity, competence and performance.

### **5.12 Parallel agreements**

The federations agree to use their influence to ensure that no parallel agreements are made within the scope of this agreement.

### **5.13 Reference regulations**

Regulations that refer exclusively to sections of the Finnish Working Hours Act shall form no part of the collective agreement.

#### **5.14 Agreement validity and termination of the agreement period**

The collective agreement shall remain in force until 30 November 2020, and thereafter for one year at a time unless either federation has terminated it in writing no later than two months before the agreement expires.

The parties to the agreement shall commit to negotiating the cost impact of the last 12 months of the agreement period for 1 December 2019–30 November 2020 by the end of September 2019. If the negotiations fail to produce a result by the end of September 2019, the collective agreement can be terminated with two months' notice to end on 30 November 2019.

The regulations of this collective agreement shall remain in force pending negotiations for a new collective agreement, until the new agreement is concluded or the negotiations have ended.

#### **5.15 Review of the protocol**

The signatures of the agreeing federations shall certify that this Protocol has been examined and approved. This protocol has been drawn up in two identical copies, one for each Party.

CHEMICAL INDUSTRY FEDERATION OF FINLAND

\_\_\_\_\_  
Jyrki Hollmén

\_\_\_\_\_  
Juha Teerimäki

\_\_\_\_\_  
Jukka Sarhimaa

TRADE UNION PRO

\_\_\_\_\_  
Anssi Vuorio

\_\_\_\_\_  
Taru Reinikainen

## PAY SYSTEM

### DETERMINATION OF SALARIES

The salary of a salaried employee shall be based on the job requirement category of the employee's duties and on personal competence. A separate seniority bonus shall be payable based on the length of continuous employment.

#### 1 Job requirement

##### Assessment of job requirement

The system for evaluating the job requirement used for determining the job-specific salary elements of salaried employees is published on a special form available from the federations. This form is used for measuring the job requirement factors that are characteristic of salaried employee duties and for linking them to the job requirement and salary. The aim is to assess the content of duties, and not the employees who perform those duties.

Four factors are used in evaluating job requirement:

##### 1. Knowledge and skills required for the job

The knowledge and skills required for the task are used to evaluate the job requirement arising from the exercise of independent judgement in the job. The scope and depth of information required in situations involving judgement depends not only on education, but also on the experience demanded by such situations. Factors increasing the job requirement:

- the frequency of situations involving judgement
- the diversity of these situations
- the brevity of time for deliberation
- the scope and depth of knowledge required for making decisions
- the degree of official regulations and systems governing the work
- the degree of detail of instructions and the cursory and slow nature of feedback.

Knowledge and skills required for the job	
T1	Work is carried out according to unambiguous instructions. Clear options are available for any choices to be made. The necessary competence is usually achieved through instruction in the workplace.
T2	Application of instructions and methods of operation in similar situations. The required competence is usually achieved through formal training for the job.
T3	Application of changing and diverse instructions in new situations. The required competence is usually achieved through training and/or some experience.
T4	Judgment and development, creative application of instructions and norms. Expertise and understanding of several functions. The required diverse competence is usually achieved through training and/or experience.
T5	Development, planning and new independent solutions. The solutions require that information be obtained and analysed. The application requires extensive background information and independent acquisition and application of information. The necessary diverse competence is usually achieved through formal training and/or experience supplemented with additional information.
T6	Goal-oriented development based on extensive knowledge. The task involves strong development and expertise and the creation of new solutions. The required varied and in-depth special knowledge and skills are usually achieved through formal training and/or long-term diverse experience.

## Pay system

### 2. Impact of decision-making and solutions

The impact of decisions gauges their importance and scope. The advice, recommendations, etc., based on the use of expertise that is characteristic of specialist duties shall be equated with decisions. Factors increasing the job requirement:

- greater financial impact
- broader impact on production and quality,
- greater importance for people, the environment, occupational health and safety, and the general safety.

Impacts shall be examined as a whole and the combined impacts shall be assessed from the perspective of the workplace. The examination shall focus not only on the organisational level affected by decisions and solutions, but also on the combined impact of various impact factors.

Other kinds of assessment of the magnitude and scope of the impacts are also required apart from the organisational level.

Impact of decision-making/decisions	
P1	The decisions and solutions mainly affect one's own work or the work of a small team.
P2	The decisions and solutions mainly affect the results of a sub-area of a function.
P3	The decisions and solutions clearly affect the results of operations as a whole.
P4	The decisions and solutions affect the results of several functions in the functional area.
P5	The decisions and solutions have major significance for the fulfilment of the objectives of the entire functional area.

### 3. Level of requirement for interaction

The interaction factor gauges the level of requirement for interaction with the staff of the company and outsiders. Interaction is typical of communication in management, planning, marketing, human resources administration, trade and other communications associated with corporate image. Factors increasing the requirement for interaction:

- the extent of the duty to provide advice, guidance or training,
- the depth and scope of the requirement to motivate,
- the extent and complexity of interaction and the communications network (internal and external customers, other organisations, public authorities, subcontractors, mass media and other corresponding stakeholders), and
- the bigger changes effected in the operations/behaviour/decision-making, and the extent of expertise demanded in these communications.

The importance of various interaction factors is highlighted in management duties, and the requirement of these factors depends on the nature of supervisory position.

Independent responsibility for a field of work may increase the requirement of interaction in a manner comparable to supervisory duties.

## Pay system

Level of requirement for interaction	
V1	Mostly interaction in the close work circle. In general, receiving, conveying and sharing information.
V2	Expert-level connections related to one's own work with internal and/or external stakeholders.
V3	Goal-oriented expert-level relationships requiring influencing, negotiation or cooperation skills.
V4	Contacts affecting the operations conducted on one's own initiative. The contacts require special professional expertise and/or demanding co-operation skills.
V5	Actively influencing decision-makers. The contacts require a good overall knowledge of the company and/or ability to convert the information into a format suitable for the target group.

### 4. Managerial responsibility and position

Managing various project-type duties in which expertise is applied to supervise various working groups shall also be equated to supervisory positions.

Resource responsibilities may be related to, for example, the finances, staff, investments or schedules.

Independent responsibility may increase the requirement for interaction in a manner comparable to supervisory duties.

The importance of various interaction factors is highlighted in management duties, and the importance of these factors depends on the nature of supervisory duties.

Managerial responsibility and status	
A1	Own task
A2	Guiding or instructing task or independent field of tasks.
A3	Supervisory or expert tasks with responsibility for organisation and resources (e.g. in projects) or an extensive independent task area.
A4	A supervisory task with a large number of subordinates at several organisational levels or supervisory task with responsibility for organisation and resources (e.g. in major projects) or similar extensive and varied independent expert task.

## Pay system

Knowledge and skills required for the task (T)	Impact of decision-making/decisions				
	P1	P2	P3	P4	P5
T1	165 170	175 185			
T2	180 185	190 200	205 215		
T3		210 220	225 235	240 250	
T4		230 240	245 255	260 275	280 295
T5		250 260	265 280	285 300	305 320
T6				310	335

NUMERICAL VALUES: Each grid of the table contains two numerical values that indicate the score range used by the company. The lowest value meets the specifications. Higher intermediate values can be used, for example when the task includes a temporally significant portion of tasks more demanding than the category or the work characteristics repeatedly include making risky decisions and solutions due to time pressure.

Requirement for interaction (V)	Managerial responsibility and status (A)			
	A1	A2	A3	A4
V1	100	110		
V2	120	130	140	
V3	135	145	155	165
V4	155	165	175	185
V5	180	190	200	210

Verification procedure	
If the level of information and experience required in the position essentially exceeds the ordinary, the sum score of the requirement evaluation is increased by <b>50</b> points in the following cases:	
Sum score	If the company simultaneously requires
<b>under 300</b>	at least 3 years of training for a salaried employee's duties and more than two years of experience
<b>under 360</b>	at least 3 years of training for a salaried employee's duties and more than five years of experience as a salaried employee
<b>under 400</b>	at least 4 years of training required for a salaried employee's competence and more than five years of experience as a salaried employee

The basis for gauging the requirement shall be a description of the job and the duties it involves, the content of which forms the basis for finding a requirement level and a point score corresponding to the level in accordance with the aforementioned instruments. The requirement score of a job shall depend on the sum score from each of the instruments, leading to one of the eight job requirement categories as follows:

TVL score	Job requirement category (TVL)
- 284	1
285 - 314	2
315 - 344	3
345 - 384	4
385 - 424	5
425 - 464	6
465 - 504	7
505 -	8

## Pay system

Intermediate categories falling between categories 1–8 may be adopted by local agreement.

### **2 Individual competence**

The personal salary element of a salaried employee shall be determined according to the employee's competence and job performance. These factors shall be systematically evaluated by supervisors in the workplace. The federations have prepared evaluation formats for companies to select or adapt according to the circumstances in the workplace. A company may also use other systems of evaluation. The federations note that the criteria for measuring personal qualities should support the operating methods and objectives of the company, and that the commitment of salaried employees is best achieved when competence is evaluated through cooperation and when the grounds for competence and performance are explained in advance to salaried employees and their representatives.

Evaluating competence and job performance is a natural part of discussions between supervisors and subordinates. Such appraisals will promote the growth of salaried employees' vocational competence, for example through individual education and development plans.

Following the first evaluation of competence held within six months of starting employment, the personal salary element shall be not less than four per cent of the salary for the job requirement of the duties concerned.

The sum of the salary elements determined according to personal competence for salaried employees in each company shall be no less than seven per cent of the sum of the salary elements based on the job requirement for the duties of all salaried employees falling within the scope of the salary system. This review shall disregard the personal salary components of salaried employees insofar as these exceed 25 per cent. Implementation of the foregoing shall be verified annually after implementing the salary increases stipulated in the collective agreement.

Salaried employees shall be entitled to know the job requirement category of their duties, together with the personal salary element and how this is determined.

### **3 Seniority bonus**

A salaried employee shall be paid graded seniority bonus based on the duration of employment.

#### **SUBSTITUTION**

If duties involve substituting for another employee due to the arrangement of duties or in situations such as illness or holiday, and if this has a material impact on the job requirement, said duties shall be considered to increase the job requirement category. The regulations of the collective agreement on extra duties allowance shall apply in other respects.

#### **MAINTENANCE OF THE PAY SYSTEM**

Systematic measures to evaluate job descriptions, job requirements and individual competence and to ensure their continuity are a basic requirement for maintaining the job requirement evaluation system.

## Pay system

### Job requirement

The job requirement for the duties assigned to a new salaried employee shall be determined as soon as possible, however no later than three months after the employment begins. Unless otherwise agreed, for example because the job content has not yet been fully specified, the salary as of the start of employment shall be determined on the basis of the aforementioned categorisation.

The associated job requirement shall be reassessed as soon as possible when the content of an existing job changes permanently. When the requirement category of a position changes, any resulting salary increases shall be implemented as of the beginning of the pay period following the change.

On transfer of a salaried employee to another function, a categorisation conforming to the new job shall be applied as of the beginning of the following pay period. If changing employees affects the content of a new job, then the possible impact of the change on the job requirement category shall be verified at the earliest opportunity. Any salary increase that may result from the change in category shall be implemented as of the beginning of the salary payment period following the time of transfer.

The position's requirement category shall be reviewed at regular intervals, once per year at a minimum. If a categorisation working group has been established for a workplace, then the results of the review shall be presented to said working group, which may offer a reasoned opinion of the categorisation, the effectiveness of the system, and any problems that may have arisen. If no categorisation working group has been established for the workplace, then the salaried employee representative(s) shall be given an opportunity to offer a reasoned opinion of the categorisation, the effectiveness of the system, and any problems that may have arisen. Said working group may comprise no fewer than one representative of the employer and one representative of the salaried employees, but a more extensive format may be agreed within the scope referred to in the inter-federation co-operation agreement.

### Individual competence

Personal factors shall be assessed at least once a year, unless otherwise locally agreed. The federations recommend that the job descriptions underlying the job requirement evaluation should be revised when assessing the individual competence of each salaried employee. The competence of a new employee should be assessed within six months of the beginning of employment. The salary paid until this time should equal the salary based on the job requirement category, at a minimum.

If a salaried employee transfers to new duties, or if the content of the employee's duties changes essentially and alters their job requirement category, the relationship between the personal salary element and the competence-based salary element and their relationship to the category salary may change, as competence and job performance factors are assessed with respect to the employee's function at the time. Any tendency of the job requirement to increase the personal salary of a salaried employee shall be investigated when the employee transfers to more demanding duties. In exceptional cases, the salary may also remain unchanged.

## Pay system

### Guidelines and resolution of disputes

The federations shall provide instructions and guidance in applying the salary system and shall issue reasoned opinions on request. Cases of disagreement shall be governed by the negotiation procedure of the collective agreement for salaried employees in the Finnish chemical industry.

### COMPANY-SPECIFIC SYSTEMS

Use of another pay system may also be locally agreed. This may apply especially in situations in which another system governs another staff group or groups in the company. The federations shall be advised of any such local agreement.

## **CO-OPERATION AGREEMENT FOR THE FINNISH CHEMICAL INDUSTRY**

### **1. GENERAL REGULATIONS**

The federations shall each seek to promote industrial relations and collective bargaining between themselves and at workplaces. They shall seek to improve these objectives through various forms of co-operation and assist in supervising compliance with any agreements concluded.

The fundamental right of citizens to freedom of association shall be inviolable. This shall apply to both employers and salaried employees. Salaried employees shall be entitled to establish and serve in trade union organisations and may suffer neither dismissal nor discrimination at work on account of this. The health and safety, freedom from discrimination and equal treatment of individual salaried employees shall be a basic principle of the stipulations.

The national conciliator and the federations of employers and salaried employees concerned shall be notified, where possible, no later than four days before any political or sympathetic industrial action is taken. Any subsequent decision on industrial action shall be announced at the earliest practical opportunity. The notice shall specify the causes of the intended industrial action, the time when it begins and the scope of the action.

This agreement shall be applicable in the member companies of the Chemical Industry Federation of Finland KT, subject to the following restrictions. The workplaces referred to in this agreement shall mean the production units or corresponding operating units of the member companies of the Chemical Industry Federation of Finland KT.

The co-operation organisation shall be brought into line with the changed size and structure of a workplace when the operations of the workplace substantially contract or expand, or due to an assignment of business, merger, incorporation or comparable substantial reorganisation.

The salaried employee association operating at a workplace shall notify the employer in writing of any shop stewards who are elected, of times at which a deputy is serving as a shop steward, of the service of an occupational safety delegate or labour protection ombudsman in the capacity of a shop steward, and of the service of a shop steward in a labour protection capacity. The occupational safety delegate shall notify the employer in writing when a deputy stands in for the occupational safety delegate. The employer shall notify the shop steward in writing of the persons who will negotiate with the shop steward on behalf of the company.

The parties agree that the employer enjoys the right, pursuant to labour legislation and agreements, to hire and dismiss salaried employees and to determine the management of work.

Except where otherwise agreed herein, the Finnish Act on Co-operation Within Undertakings, the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplaces, and the Decree on the Supervision of Occupational Safety and Health shall be observed, and shall form no part of this agreement.

## 2. CO-OPERATION DUTIES AND CO-OPERATION ORGANISATIONS

### 2.1 Regulations on shop stewards

The purpose of the shop steward system is to maintain and develop the bargaining and co-operation channels between the employer and salaried employees. Shop stewards represent their associations and salaried employees in matters concerning the application of collective agreements, ensuring industrial peace and complying with labour legislation.

The salaried employees at the workplace in question who belong to organisations bound by this agreement shall be entitled to elect a representative and deputy representative from among themselves. The election may be organised at the workplace. All of the aforementioned salaried employees shall then be given an opportunity to participate in the election. The workplace may agree that an occupational safety delegate performs the duties of a shop steward or vice versa. If so specifically required in performing the duties of a shop steward, instead of electing a single representative, the salaried employees shall be entitled to elect one of their number to serve as a representative familiar with the financial and administrative duties, and one to serve as a representative familiar with the production duties of the company, together with deputies for these representatives. The salaried employees shall nevertheless enjoy no such right if they have already elected a joint representative when this agreement takes effect, or if the salaried employees belong to the same organisation of salaried employees, or when federations representing technical and industrial salaried employees have merged.

In addition to the shop steward, a deputy shop steward can participate in negotiations with the employer concerning an entire personnel group or a significant part of the personnel group, if several employer representatives participate in the negotiations. A sufficient job release shall be granted to the deputy shop steward so that they can participate in the negotiations and an opportunity for exchanging information before the negotiations shall be provided. The shop steward should provide the deputy shop steward with the information related to said negotiations.

In addition to electing the shop steward(s), the salaried employees may elect a departmental representative after agreeing with the employer on the functional entity for which said departmental representative will be elected. In that case, it should be ensured that the scope of work is appropriate and sufficiently extensive to promote the processing of issues in accordance with the bargaining system. The assessment shall also take into consideration the number of salaried employees in the department concerned and other factors. If no agreement is reached in the matter, then it shall be submitted to the federations for settlement. It may be agreed at the workplace that a departmental representative shall serve as a labour protection ombudsman or vice-versa.

### 2.2 Regulations on labour protection co-operation

Labour protection co-operation regulations shall apply at workplaces where a total of 20 employees and salaried employees, at a minimum, work regularly. However, an occupational safety delegate must be elected when the total number of employees and salaried employees is ten, at a minimum.

In addition to the head of labour protection responsible for labour protection co-operation and the delegates and deputy delegates elected for said purpose, the staff groups referred to in this agreement shall be entitled to elect one or more labour protection ombudsmen, when so agreed locally and when warranted by the size of and other circumstances of the company.

## Co-operation agreement

The functions of labour protection ombudsmen shall include liaising with the occupational safety delegate and the occupational safety manager with respect to occupational safety and health affairs falling within their operating area and participating, as necessary, in labour protection inspections. The term of office of a labour protection ombudsman shall be the same as that of an occupational safety delegate. If a labour protection ombudsman is temporarily transferred to duties outside their scope of duties, efforts shall be made to ensure that said transfer imposes no unreasonable impediment to performing the duties of labour protection ombudsman. To the extent required by the duties of a labour protection ombudsman, the ombudsman shall be entitled to agree with the employer on job release for the purpose of performing those duties.

The parties to this agreement shall participate, together with occupational health care staff, line management and HR, in planning, implementing and monitoring measures to maintain working capacity. This will involve monitoring how company staff cope at work and preparing instructions, where necessary, on referring any individuals who are in need of measures to maintain working capacity to the care of specialists.

The occupational safety manager and occupational safety delegate shall participate in planning measures to maintain working capacity when the occupational health care action programme is being prepared. They shall also take part in implementing and monitoring the plans.

### 3. REGULATIONS ON THE STATUS OF SHOP STEWARDS, OCCUPATIONAL SAFETY DELEGATES AND THE LABOUR PROTECTION OMBUDSMAN

#### 3.1 Job release and compensation for lost earnings

Temporary, regularly repeated or complete release from work shall be arranged for a shop steward, a departmental representative, a representative elected for an agreed functional entity and an occupational safety delegate for the purpose of performing their duties. In that case, attention should be paid to such factors as the number of salaried employees in the staff group concerned, the nature of production and operations, and the volume of duties required under this agreement. Attention shall also be paid to the degree of local collective bargaining at the workplace under this agreement when determining the job release time, with job release increased by the time needed for preparing for negotiations, providing information and implementing agreements.

The time spent by the aforementioned staff representatives shall be reviewed with them, and the time required for the duties and its impact on work and any need for arranging substitutes shall be jointly investigated. This review shall take place at the start of the term of office.

If no local agreement has been concluded for job release of an occupational safety delegate representing all staff groups at the workplace, the time spent by the occupational safety delegate shall be calculated in accordance with the industry-specific coefficients in force as of 1 April 1986. An occupational safety delegate who only represents salaried employees shall be entitled to job release that is adequate for the proper performance of the functions of a delegate at times that are suitable in terms of work. The extent of and arrangements for job release shall be investigated and agreed locally.

The monthly salary of a staff representative referred to in this agreement shall not be reduced if the representative negotiates with employer representatives or performs other duties agreed with the employer during working hours.

## Co-operation agreement

The employer shall pay the following separate monthly compensation to a shop steward and an occupational safety delegate:

The remuneration payable to the shop steward (not the departmental representative) as of the beginning of the pay period starting on 1 February 2018 or the closest subsequent pay period shall be as follows:

<b>The number of salaried employees represented by the shop steward</b>	<b>Compensation EUR/month</b>
5-9	82
10-24	124
25-50	167
51-100	230
101-200	280
201-400	323
401-600	361
More than 600	424

In the calculation of the number of salaried employees, all persons employed in the position of a salaried employee at the workplace are included, also those who are not members of Trade Union Pro.

As of the beginning of the pay period starting on 1 February 2018 or the closest subsequent pay period the occupational safety delegate's compensation shall be as follows:

<b>Number of persons represented number of salaried employees</b>	<b>Compensation EUR/month</b>
5-24	69
25-100	89
101-250	115
251-400	141
More than 400	166

If the occupational safety delegate also represents senior salaried employees, they shall be included in the number of salaried employees represented by the occupational safety delegate.

The compensations for the shop steward and the occupational safety delegate shall also be paid for the period of leave upon the payment of the annual leave pay. In cases in which a period of time has been agreed and announced to the employer, during which a deputy takes care of the duties, the compensation shall be paid to the deputy. Such periods include, for example, annual leave or other long-term substitutions.

If there are fewer than five salaried employees at the workplace and the shop steward or occupational safety delegate performs duties agreed with the employer outside of their regular working hours, overtime bonus or additional compensation agreed with the shop steward and occupational safety delegate shall be paid for the time lost.

## Co-operation agreement

### 3.2 Status of shop stewards and occupational safety delegates

When necessary, the employer shall arrange an appropriate place for the shop steward and occupational safety delegate to keep the materials that are required for performing their duties. The employer shall, where possible, designate appropriate premises where discussions necessary for performing these duties may be conducted. Where the size of the workplace so requires, it shall be agreed locally that the shop steward may, as necessary, use the office and similar equipment that is customarily used at the company. As a joint interpretation, the federations state that the computer hardware and associated software programs that are generally used in the company shall also fall within the range of customary office equipment. and internet access (e-mail). The assessment may consider such factors as the size of the company, the extent of the duties of the shop steward or occupational safety delegate and the need arising from these duties, and the amount of time used. The practical arrangements shall be agreed locally.

Salaried employees serving as shop stewards, departmental representatives or occupational safety delegates may not, while performing said duties or on account thereof, be transferred to work with salary lower than they enjoyed at the time of their election to said positions. If the work of a person elected to serve as an occupational safety delegate representing all staff groups impedes the performance of the duties of an occupational safety delegate, other work shall be arranged for said employee, considering the conditions in the workplace and the professional skills of the occupational safety delegate. Arrangements of this kind may cause no reduction in the earnings of the person concerned. The duties of a shop steward and occupational safety delegate shall continue as such, despite the assignment of business, if the assigned business or part thereof retains its independence. If the business or a part thereof loses its independence, the shop steward and occupational safety delegate shall be entitled to the subsequent protection referred to in paragraph 3.3 as of the end of the term of office resulting from the assignment of business.

The salary development of a shop steward and occupational safety delegate shall correspond to the salary development occurring within the company.

This shall be reviewed annually and any salary increases that are thereby warranted shall be implemented annually.

At the end of the term of office of a shop steward or occupational safety delegate who has been entirely or mainly released from work, the employer and said employee shall jointly determine whether maintenance of the employee's professional skills requires vocational training in said employee's former duties or in corresponding duties. The employer shall arrange any training that is required by said determination.

When arranging vocational training, the employer shall give the shop steward and occupational safety delegate an opportunity to participate in vocational training during their terms of office in the same way as other staff.

#### **Minuted note 1:**

In case of assignment of business operations, the position of the shop steward is determined according to their actual job position.

### **Minuted note 2:**

Application instructions concerning the salary development of the shop steward and the occupational safety delegate are appended to this collective agreement (Appendix 2).

### 3.3 Security of employment

If the workforce of the company is dismissed or laid off for financial or production reasons, such measures may not affect a shop steward or occupational safety delegate unless the operations of the production unit are entirely discontinued with respect to the staff group concerned. An exception may be made to this provision if it is jointly verified with the shop steward or occupational safety delegate that it is not possible to provide them with work that corresponds to their vocation or is otherwise suitable.

Section 10, subsection 2 of chapter 7 of the Finnish Employment Contracts Act provides that the employment contract of a departmental representative may be terminated only when the work ends entirely and no other work can be arranged that corresponds to their professional skills.

A shop steward, departmental representative or occupational safety delegate may not be dismissed for reasons that are attributable to said person without the consent of a majority of the salaried employees represented by said person, as required by section 10, subsection 1 of chapter 7 of the Finnish Employment Contracts Act.

The employment contract of a shop steward, departmental representative or labour protection delegate may not be annulled in violation of the provisions of section 1 of chapter 8 of the Finnish Employment Contracts Act. Cancelling the employment contract shall not be possible on the grounds that the person concerned has infringed administrative rules unless said person has at the same time repeatedly and significantly, and regardless of warning issued, failed to perform their working duties.

These regulations on security of employment shall also be applied to a candidate for the position of shop steward at the workplace whose candidacy has been announced to the employer of in writing, and to a candidate for the position of occupational safety delegate whose candidacy has been announced in writing to the labour protection committee or to another corresponding body of co-operation. Protection of candidates shall nevertheless begin no sooner than three months before the start of the term of office of the shop steward or occupational safety delegate to be elected, and shall expire for a candidate who is not elected when the outcome of the election has been verified.

The regulations on employment security must also be applied to a salaried employee who has served as a shop steward or occupational safety delegate for a period of six months after said employee's duties in that capacity ended.

If the employment contract of a shop steward, departmental representative or occupational safety delegate is terminated in a manner contrary to this agreement, the employer must pay compensation of no less than ten and no more than 30 months' salary to said employee. In the case of an occupational safety delegate, however, the aforementioned compensation shall be no less than four months' and no more than 24 months' salary when the total number of employees and salaried employees working regularly at a production plant or corresponding operating unit is less than 20. Said compensation shall be determined according to the same principles as prescribed in section 2, subsection 1 of chapter 12 of the Finnish Employment Contracts Act.

## Co-operation agreement

Disputes concerning the termination of the employment contract of a shop steward or occupational safety delegate shall be reported, without undue delay, to the employer's federation, which shall inform the salaried employee's federation of the matter.

The federations shall, without undue delay, investigate the underlying factors relating to the termination of employment with the assistance of the relevant parties.

Within one week of concluding this investigation, the federations must discuss the disputes concerning the termination of the employment contract of a shop steward and an occupational safety delegate in inter-federation negotiations and offer their view on the matter. The employer shall be advised of the view of the federations.

### 3.4 Deputies

The provisions of this chapter shall apply to a deputy shop steward and to a deputy occupational safety delegate for the period during which said deputy is serving as a deputy in accordance with the notification required under this agreement.

If the employer terminates the employment contract of the deputy chief shop steward or lays off said employee at a time when the latter is not working as a deputy to the shop steward or does not otherwise enjoy the status of a shop steward, then said dismissal or layoff shall be deemed to be due to the employee's shop steward duties, unless the employer can prove that it was due to some other reason.

## 4. CO-OPERATION

A co-operation body may be set up by local agreement to consider various aspects of development activities and other matters. This co-operation body may replace separate co-operation and industrial safety committees, and other corresponding committees. A single co-operation organ may also be responsible for actions and plans of locally applicable scope pursuant to the Finnish Act on Co-operation in Undertakings, the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplaces, the Occupational Health Care Act, and the Act on Equality between Women and Men.

## 5. TRAINING

### 5.1 Vocational training

When the employer provides vocational training for salaried employees or sends them to training events pertaining to their occupations, the direct expenses arising from the training shall be paid and there shall be no reduction in salary of the salaried employees concerned unless otherwise agreed. If the training occurs entirely outside of working hours, then compensation shall be paid for the direct costs of the training. Direct expenses refer to course fees, fees arising from course material, travelling and subsistence expenses and extraordinary expenses incurred, for example, in extraordinary child care arrangements. No compensation shall be payable for time spent outside of working hours in training or for associated travelling, and reimbursement of travelling expenses shall be determined according to the collective agreement.

Compensation for the aforementioned expenses shall be agreed in advance, when possible.

## Co-operation agreement

Compensation for time spent in voluntary vocational training that is associated with the working duties of a salaried employee and implemented during the employee's time off shall be agreed with the salaried employee when the arrangements for such training are being planned.

### **Minuted note 1:**

Application instructions concerning the inclusion of vocational training in working hours are appended to this collective agreement.

### 5.2 Joint training

Training to promote co-operation in the workplace shall be arranged jointly by the social partners or by the employer and salaried employees collectively at the workplace or elsewhere.

The basic labour protection co-operation courses and the special courses are necessary for labour protection co-operation shall be included in the joint training referred to herein.

The regulations on joint training shall also apply to training in participation systems and local bargaining. Participation in training may also be agreed between the employer and the person concerned.

Compensation shall be paid to participants in training as specified in item 5.1. Training attendance shall be agreed locally by the appropriate co-operation body or between the employer and a shop steward, depending on the nature of the training.

### 5.3 Trade union training

#### 5.3.1 Retention of employment and notification periods

Salaried employees shall be given the opportunity to attend courses arranged by the salaried employee confederation STTK and its affiliates lasting for no longer than one month unless this substantially inconveniences production or company operations. Attention shall be paid to the size of the workplace when assessing said inconvenience. The intention to attend a course shall be notified at the earliest opportunity. In the event that permission is denied, the shop steward shall be notified, no later than 10 days before the start of the course, of the reason why granting job release would cause substantial inconvenience. It would be desirable in such cases to investigate jointly the prospects for attending the course at some other time when there would be no impediment to doing so.

It shall be determined in advance whether the training event in question is one for which the employer compensates the employee under this agreement.

In accordance with the aforementioned collective agreement section, the staff representatives referred to in paragraph 5.3.2 shall be given an opportunity to participate in any training referred to in this agreement that contributes to improving their capacity to perform duties under this agreement.

## Co-operation agreement

### 5.3.2 Compensation

With respect to the training required for their duties on courses arranged at educational institutes of STTK or of a member union thereof, or for special reasons arranged elsewhere, and which the inter-confederation training working group has approved, the employer shall pay the monthly salary to a shop steward, departmental representative, deputy shop steward, occupational safety delegate, their deputy, member of an industrial safety committee and labour protection ombudsman for a period of no longer than one month in the case of a shop steward and departmental representative, and for a period not exceeding two weeks in the case of persons serving in said elected labour protection capacities.

A shop steward and a departmental representative shall receive corresponding compensation for one month of lost earnings when participating in a three-month course arranged at STTK educational institutes. The same arrangements shall apply for the chairperson of a member association, provided that said person works in a company employing no fewer than 100 salaried employees covered by this agreement and leads a member association with no fewer than 50 members.

The meal allowance agreed between the confederations shall also be paid to the salaried employees referred to in item 5.3.2 on each day of the course for which no deduction of monthly salary is made, in order to compensate for meal expenses incurred to the course organiser.

The employer shall be required to pay the compensation referred to in this paragraph only once to the same person for the same training event or for a training event of comparable content.

Participation in the training referred to in item 5.3 for no longer than one month shall cause no loss of annual holiday, pension or other comparable benefits.

The shop steward or the occupational safety delegate shall have the right to participate in joint training organised by the Chemical Industry Federation of Finland and Trade Union Pro without loss of earnings in the same manner as in participation in trade union training.

## 6. PROVISION OF INFORMATION

The employer shall furnish the staff or their representatives with the following information:

1. The employer shall provide the shop steward with information of the company's financial standing in accordance with section 10 of chapter 3 of the Finnish Act on Co-operation in Undertakings.
2. An annual staffing plan including estimates of anticipated changes in the number, type and status of staff.

The company shall notify substantial changes in all of the foregoing details without delay.

The company financial statement data referred to in section 10 of chapter 3 of the Finnish Act on Co-operation in Undertakings shall be provided in writing to the staff representatives of companies with a regular staff of no fewer than 30 on request.

## Co-operation agreement

A staff group referred to in this agreement shall be entitled to arrange, at the workplace or in some other agreed venue, meetings to discuss labour market issues or matters that concern employment at the workplace or that pertain to the Finnish Act on Co-operation in Undertakings. Staff groups shall also be entitled to distribute meeting notifications and communications concerning employment at the workplace or labour market matters to their members.

In addition to labour market issues, staff groups shall also be entitled to communicate on general issues using the workplace notice board.

In the event of disputes falling within the scope of duties of a shop steward or departmental shop steward, pursuant to this agreement, said representative shall be furnished with all of the information that is necessary to investigate the case under dispute. Once a year, the shop steward shall be entitled to receive information on the surname and forenames, the date of entry into service and the departments or corresponding organisational units of the salaried employees within the scope of duties of said representative. The shop steward shall be advised of new salaried employees on request.

The average monthly salaries of salaried employees and the average income by income instalment, sorted by job requirement category and gender, shall be provided to a shop steward in writing once a year, immediately following the completion of the statistics on salaried employees according to the agreement on co-operation on statistics, in the form of a workplace-specific statistical salary data. The shop steward shall not be entitled to receive average income information on groups of salaried employees of fewer than three people.

The shop steward shall be given an opportunity to familiarise themselves with the current salary determination and payroll accounting systems that fall within said representative's scope of duties in the company. With respect to salaried employees falling within the scope, the shop steward shall also be entitled to examine the list of emergency and overtime work and of the resulting salary increases prepared under the Working Hours Act.

The shop steward shall receive the aforementioned information in confidence for the purpose of performing their duties. This information shall not be disclosed to shop stewards in other companies, nor otherwise disseminated.

The shop steward shall be notified of any change in the duties of a salaried employee falling under the scope of this collective agreement that results in a change of staff group.

### **Minuted note:**

The federations shall emphasise correct and consistent interpretation of the scope of application regulation with respect to current and new salaried employees. Any dispute over the scope of the agreement in the workplace shall be processed by means of an expedited negotiation procedure between the federations.

## Co-operation agreement

The parties may hear representatives of senior salaried employees if necessary. An external expert body may also be consulted at the request of either of the parties in order to reach a solution.

Helsinki, 22 January 2002

CHEMICAL INDUSTRY FEDERATION OF FINLAND

UNION OF SALARIED EMPLOYEES TU

## **AGREEMENT ON PROTECTION AGAINST DISMISSAL**

### **I GENERAL PROVISIONS**

#### **Section 1 General scope**

This agreement shall govern situations in which a regular employment contract is terminated for reasons attributable to the individual salaried employee and in which a salaried employee resigns, and the procedures applied when cancelling or terminating an employment contract, placing salaried employees on part-time employment or laying off salaried employees for reasons of finance or production, or on account of the bankruptcy or death of the employer.

The agreement shall not apply to the employment relationships referred to in the Finnish Seamen's Act (no. 423 of 1978) or the Finnish Act on Vocational Education (no. 630 of 1998).

#### **Section 2 Grounds for termination of employment**

The employer shall not terminate the employment contract of a salaried employee or lay off a salaried employee without the grounds referred to in the Finnish Employment Contracts Act.

#### **Section 3 Reduction of employment relationship to part-time**

The employer may unilaterally reduce an employment relationship to part-time as of the end of the period of notice, applying the grounds under which an employment contract can be terminated.

#### **Section 4 Periods of notice**

If no other period of notice has been agreed at the time of termination of employment, the employer must comply with the following periods of notice when terminating an employment contract:

- a) fourteen days' period of notice when the employment has continued for no longer than one year;
- b) one month's period of notice when the employment has continued for longer than one year, but no longer than four years;
- c) two months' period of notice if the employment has continued for longer than four years but no longer than eight years;
- d) four months' period of notice if the employment has continued for longer than eight years but no longer than twelve years;
- e) six months' notice if the employment has continued for longer than twelve years.

Unless another period of notice has been agreed at the time of resignation, the salaried employer shall observe the following periods of notice when terminating an employment contract:

- a) fourteen days' period of notice if the employment has continued for no longer than five years;
  - b) one month's notice if the employment relationship has lasted for more than five years.
3. The aforementioned periods of notice shall not apply during a trial period.
  4. The employer and salaried employee may agree that any outstanding receivables payable on termination of employment may be paid on the regular pay day of the company.

#### Section 5 Failure to comply with the period of notice

An employer who has terminated the employment contract without complying with the period of notice shall pay full salary to the salaried employee for a corresponding period.

A salaried employee who has failed to comply with the period of notice shall be liable to pay the employer a non-recurrent sum in compensation corresponding to the salary for said period.

If only part of the period of notice has been observed, this liability shall be limited to a sum corresponding to the pay due for the portion of the period of notice that was not observed.

#### Section 6 Effecting dismissal and warning procedure

Termination of employment and a warning resulting from reasons due to the individual salaried employee shall be served to the employee within a reasonable time after the employer learning of the grounds for dismissal and the reasons for issuing the warning.

The employee should be notified of how long the warning is valid for when the warning is issued.

#### Section 7 Notification of the termination of employment

Notification of termination shall be submitted to the employer or their representative or to the salaried employee in person. If this is not possible, the notice may be delivered by mail or in electronic form. The recipient shall be deemed to have learned of such notification no later than on the seventh day following the date of its dispatch.

If an employee is on an annual holiday based on law or agreement, or on leave for no less than two weeks granted in order to average working time, then termination of employment based on a notification by post or in electronic form shall be deemed to have occurred no sooner than on the day following the end of the holiday or leave.

#### Section 8 Hearing of the salaried employee

Before the dismissal, the employer shall give the salaried employee an opportunity to be heard concerning the grounds for dismissal. Before the dismissal the employer shall notify the salaried employee of the opportunity to use an assistant. Primarily, the shop steward shall be the assistant.

#### Section 9 Protection against dismissal during pregnancy and maternity leave

An employer may not terminate an employment contract of a salaried employee due to pregnancy. If the employer terminates the employment contract of a salaried employee who is pregnant, the termination shall be deemed to result from the pregnancy, unless the employer can prove other grounds. A salaried employee shall present proof of the pregnancy at the employer's request. The employer may not terminate the employment contract of a salaried employee during maternity, paternity or parental leave or during childcare leave, or after learning of the pregnancy of the salaried employee or the exercise of the aforementioned right with effect during or at the beginning of said leave. This provision can be deviated from when the employer's operations cease in their entirety.

## Section 10 Re-engagement

The employer must offer work to a former salaried employee who has been dismissed on production-related or financial grounds or in connection with company restructuring and who is still seeking work at an employment agency for the duration defined in the valid Employment Contracts Act.

It is possible to deviate from the re-engagement of a salaried employee pursuant to this section and Chapter 6, section 6 of the Employment Contracts Act by way of a written agreement between the employer and the salaried employee. Before making such an agreement, the shop steward is to be informed of its content. When the agreement is prepared, the salaried employee has the right to make use of the shop steward's expertise.

## Section 11 Compensation for wrongful termination of employment

An employer who terminates the employment of a salaried employee contrary to the grounds specified in section 2 of this agreement shall be liable to pay compensation to the salaried employee for wrongful termination of employment contract.

## Section 12 The amount of allowance

The compensation shall amount to no less than to 3 months' salary and no more than 24 months' salary. The estimated duration of unemployment and loss of earnings, the duration of the employment relationship, the age of the salaried employee and the employee's prospects of securing work that corresponds to the employee's profession or education, the procedures of the employer in terminating the employment contract, a reason caused by the employee to terminate the contract, the circumstances of the employee and the employer in general, and other comparable factors shall be taken into account when determining the compensation.

A portion of unemployment benefits paid to the salaried employee shall be deducted from the compensation, as prescribed in section 3 of chapter 12 of the Finnish Employment Contracts Act.

The employer may not be ordered to pay the compensation referred to in this agreement in addition to or in lieu of the compensation prescribed in section 2 of chapter 12 of the Finnish Employment Contracts Act.

## II LAYOFF

### Section 13 Laying off

The periods of notice prescribed in section 15 shall be observed when laying off a salaried employee for a specified period or indefinitely.

The use of employee housing benefit during a layoff is governed by section 5 of chapter 13 of the Finnish Employment Contracts Act.

A salaried employee shall have the right to accept other work during a layoff period.

A salaried employee who has accepted other work for a layoff period after receiving the layoff notice but before receiving notice of cancellation or postponement of layoff shall not be obligated to compensate for any damage so caused to the employer. In such cases, the employee shall have a duty to return to work as soon as possible.

#### Section 14 Advance briefing and hearing of a salaried employee

Based on the information available, the employer shall give the salaried employee an advance briefing of the grounds of a layoff, together with its estimated scope, manner of implementation, time of commencement and duration. If the layoff affects several employees, then this briefing may be given to the representative of salaried employees or to said employees collectively. The briefing shall be provided without delay as soon as the employer learns of the need for a layoff.

After giving the briefing and before issuing the layoff notice, the employer shall give the employees or their representative an opportunity to be heard on the briefing that has been given.

No advance briefing shall be required if the employer is required to present a corresponding account or negotiate on the layoff with the employees or their representative pursuant to another law, agreement or other binding regulation.

#### Section 15 Layoff notice

The employer must notify a salaried employee of a layoff in person in accordance with the following layoff notice periods, unless these periods have been otherwise agreed locally with the shop steward:

- if the employment relationship has lasted for less than one year, the layoff notice period is 14 days
- if the employment relationship has lasted for at least a year, the layoff notice period is one month.

If the notice cannot be delivered in person, it may be delivered by post or electronically, subject to the same notice period. The notice shall specify the grounds for the layoff, the time when it commences and its duration or estimated duration.

There shall be no duty of notification if the employer has no duty to pay the salaried employee for the entire period of layoff due to some other absence from work.

The representative of the employees who are to be laid off must be advised of the notice. If the layoff affects a minimum of ten salaried employees, the employer must also notify the employment authorities unless a corresponding duty exists pursuant to another law.

At the request of a salaried employee, the employer must provide a written certificate of the layoff which, at a minimum, specifies the grounds for, date of commencement and duration or estimated duration of the layoff.

#### Section 16 Return to work after layoff

In the case of an indefinite layoff, the employer shall give the employee at least seven days' notice of resumption of work, unless otherwise agreed. The salaried employee shall then be entitled to terminate, at five days' notice, any employment contract made with another employer for the duration of layoff, regardless of the duration of said employment contract.

### Section 17 Terminating the employment of an employee on layoff

A salaried employee may terminate the employment contract without observing a period of notice during a layoff, regardless of the duration of said contract. This right shall not exist during the seven days preceding the end of the layoff if the employee is aware of the date when the layoff ends.

If an employer terminates the employment contract of a laid-off employee with effect during the lay-off, the employee shall be entitled to receiving their salary for the notice period. The employer may deduct 14 days' salary from said salary for the period of notice if the employee has been laid off and a layoff notice period of more than 14 days pursuant to law or agreement has been applied.

A salaried employee who serves a notice of termination of their employment contract after a continuous layoff has lasted for a minimum of 200 days shall enjoy a similar right to salary for the period of notice.

### Section 18 Exceptional layoff situations

#### 1. Cancellation of layoff

Should new work become available during the layoff notification period, the employer may announce cancellation of the layoff before it begins. In such cases, the layoff notice shall become null and void, and any subsequent layoffs must be based on new layoff notices.

#### 2. Postponement of layoff

Nevertheless, the work that arises during the layoff notification period may be temporary in nature. Complete cancellation of the layoff is not possible in such a case, but the beginning of the layoff may be postponed.

A layoff may only be postponed once on these grounds without issuing a new layoff notice, and for no longer than the duration of the work that arose during the layoff notification period.

#### 3. Interruption of layoff

The employer may secure temporary work after a layoff has already begun. Any interruption of a layoff that is intended to continue immediately after said work has been completed without issuing a new layoff notice shall be based on an agreement between the employer and the salaried employee. Such an agreement should be concluded before the work begins. The estimated duration of the temporary work should be investigated at this time.

The foregoing only applies to the relationship between the employer and the salaried employee and constitutes no statement concerning the laws governing unemployment benefits.

## III MISCELLANEOUS PROVISIONS

### Section 19 Order of staff reductions

Dismissals or layoffs for reasons that are unrelated to the individual salaried employee shall, where possible, comply with a rule whereby the last salaried employees to be dismissed or laid off shall be those who possess vocational skills or who are needed in special duties that are important to the operations of the company or those who have lost part of their working

capacity while working for the same employer. The duration of employment and the number of dependants of the salaried employee shall also be taken into account.

The employer shall give the shop steward an adequate account of the prospects for retraining a salaried employee who is at risk of dismissal or layoff, or of redeploying said employee within the company. Consideration for redeployment shall take into account the obligations arising from section 4 of chapter 7 of the Employment Contracts Act.

#### Section 20 Legal proceedings

If no agreement is reached in a dispute over dismissal or layoff, then the federation of employers or employees may submit the matter to the Labour Court for consideration. A complaint pursuant to section 15 of the Finnish Act on the Labour Court (no. 646 of 1974) must be submitted to the Labour Court within two years of the date when termination of employment contract has been effected as agreed in section 6 of this agreement, or is deemed to have been so effected.

#### Section 21 Settlement by arbitration

A dispute concerning the termination of an employment contract or layoff may be submitted for settlement by arbitration as prescribed in section 11 of the Finnish Act on the Labour Court.

#### Section 22 Provision on entry into force

This agreement shall take effect on 1 February 2002 and shall remain in force until further notice, subject to six (6) months' period of notice.

Helsinki, 22 January 2002

CHEMICAL INDUSTRY FEDERATION OF FINLAND UNION OF SALARIED EMPLOYEES  
TU

CHEMICAL INDUSTRY FEDERATION OF FINLAND  
UNION OF SALARIED EMPLOYEES TU

**AGREEMENT ON PROTECTION AGAINST DISMISSAL AND AGREEMENT ON CO-OPERATION BETWEEN KT AND TU (protocol)**

Date 22 January 2002

Venue Offices of the Chemical Industry Federation of Finland KT, Eteläranta 10, Helsinki, Finland

Läsnä Martti Niskanen, KT chairman  
Pekka Hotti, KT  
Ilkka Joenpalo, TU  
Markku Palokangas, TU  
Annemarje Salonen, TU

1

It was agreed that the protocol would be reviewed at this meeting and that everyone present would sign it.

2

The agreement between KT and TU on the protection against dismissal was approved and signed, and the amendments to the co-operation agreement were approved (Appendix). Concurrently, the agreement on the protection against dismissal signed on 10 December 2000 and the Protocol of Signature thereof were annulled.

3

It was noted that the agreement on the protection against dismissal and the amendments to the co-operation agreement would take effect as of 1 February 2002.

4

It was further noted that in addition to the provisions of section 12 of the agreement on the protection against dismissal, the employer may not be ordered to pay the compensatory fine referred to in section 7 of the Finnish Collective Agreements Act in addition to the compensation referred to in the agreement, insofar as the case concerns infringement of duties that are based on the collective agreement, but as such are the same as the duties for which payment of compensation has been ordered pursuant to the agreement.

No compensatory fine sanctions referred to in the Finnish Collective Agreements Act shall arise for failing to comply with procedural provisions. Failure to comply with provisions shall be taken into consideration when determining the compensation to be awarded for wrongful termination of an employment contract.

Based on this agreement it shall be possible to examine whether dismissal effected pursuant to section 3 of chapter 7 of the Finnish Employment Contracts Act is actually due to a reason related to the individual salaried employee and whether the employer would have had adequate cause to dismiss the employee on the grounds referred to in section 2 of the agreement in a situation where the employment contract has been terminated pursuant to section 1 of chapter 8 of the Employment Contracts Act.

The previously established practice shall otherwise be observed with respect to the system of sanctions.

5

A working group shall be appointed to investigate, during the agreement period, layoff notification periods and other procedures pertaining to termination of employment contract and layoff.

6

It was noted that the agreement was negotiated by a working group comprising Martti Niskanen and Pekka Hotti from KT and Markku Palokangas and Annemarje Salonen from TU.

Checked and approved by

Martti Niskanen

Pekka Hotti

Ilkka Joenpalo

Annemarje Salonen

Markku Palokangas

## **APPENDIX 1 INCLUSION OF VOCATIONAL TRAINING IN WORKING HOURS**

### **Inclusion of vocational training in working hours**

When assessing the inclusion of training in working hours, the content and purpose of the training shall be reviewed, as well as the employee's obligation to attend the training.

If a salaried employee is attending training that is obligatory for and necessary for his or her performance in his or her profession, such training shall be included in working hours. Possible overtime pay and compensation for travelling time are also payable in such situations.

Training included in working hours shall take place at the workplace or outside the workplace in conditions that are characteristic for the work. Training provided in less formal conditions may be included in working hours only in exceptional cases.

Time spent in training which is not obligatory by nature as referred to in the previous paragraph but which the employee is given the opportunity to attend, is not counted as hours of work. Education that is general by nature although useful as such is rarely included in working hours. Furthermore, attending such education cannot be obligatory.

The federations emphasise that in accordance with the co-operation agreement currently in effect, various training events should be evaluated in advance to decide whether they are the kind of training events referred to in paragraphs 2–4 above and how the amount of reimbursement of other travel expenses related to the event is determined.

2 January 2006/

Hannu Puurula/Chemical Industry Federation of Finland KT  
Annemarje Salonen/Union of Salaried Employees TU

## **APPENDIX 2 CLARIFICATIONS TO THE COLLECTIVE AGREEMENT JOB ORIENTATION BONUS, EXTRA DUTIES ALLOWANCE AND SALARY DEVELOPMENT OF THE SHOP STEWARD**

### **Clarifications to the collective agreement job orientation bonus, extra duties allowance, salary development of the shop steward**

- job orientation bonus (section 3, item 5)
- extra duties allowance (section 5)
- SALARY DEVELOPMENT OF THE SHOP STEWARD (co-operation agreement 3.2)

### **JOB ORIENTATION BONUS (section 3, item 5)**

Job orientation consists of systematic training whereby, in accordance with an approved plan prepared in advance, new salaried employees are familiarised with the workplace and their duties, and instructed on the risks inherent in the work and surroundings, and in procedures for controlling these risks.

Salaried employees specifically appointed by the employer who, in addition to their regular duties, also provide familiarisation training for and guide new salaried employees in the work environment and duties shall be paid a separate bonus of 10 per cent of their personal salary for the time spent on said familiarisation and job orientation, unless their salaries otherwise allow for this familiarisation and job orientation.

#### ***Minuted note***

*The familiarisation and job orientation of workers and summer employees form are part of the normal duties of salaried employees, and no separate bonus shall be paid for the familiarisation and orientation of such personnel.*

*In job orientation, salaried employees are familiarised with the workplace and their duties, and instructed in the risks inherent in the work and surroundings, and in procedures for mitigating these risks. Job orientation shall be performed at the employer's initiative.*

### **Job orientation plan**

A job orientation plan shall be prepared in advance, specifying the person providing the job orientation training, the person(s) to be trained and the content and duration of the job orientation training. When necessary, the federations will provide assistance with the drafting of the job orientation plans. In exceptional cases, the job orientation plan can be verbal instead of written.

### **New salaried employees (excluding summer employees and trainees)**

When a salaried employee is training a new salaried employee in accordance with a plan drafted in advance, a job orientation bonus shall be paid. New salaried employees hired by the company and employees transferred from a worker position to a salaried employee position within the company are considered new salaried employees. The duration and form of the new salaried employee's employment have no significance in this respect. Therefore, a job orientation bonus shall also be paid for training fixed-term salaried employees.

## Appendix 2: Collective agreement allowance, extra duties allowance and salary development of the shop steward

### **Job orientation training of senior salaried employees**

Job orientation bonus shall also be paid when a salaried employee provides job orientation training to a new senior salaried employee in accordance with a plan drafted in advance.

Job orientation training of a senior salaried employee is defined as follows: a salaried employee is familiarising a senior salaried employee with his or her duties.

### **Trainees and summer employees**

Job orientation bonus shall be paid for familiarisation of trainees. Payment of a job orientation bonus is not necessary for training summer employees.

Based on the decision of the Finnish Labour Court (TT 2010-32), a job orientation bonus shall also be paid for training trainees who do not have an employment relationship with the company.

It is not always easy to distinguish between trainees and summer employees. Companies often talk about summer trainees without specifying whether the job is a study-related work placement or a summer job.

According to the protocol between the Chemical Industry Federation of Finland KT and the Union of Salaried Employees TU on 16 March 2010, trainees are persons who study at vocational institutions, institutions of technology or other similar-level institutions, universities of applied sciences, universities of technology or other universities and work between terms or during their studies in order to acquire the work experience required for their degree. Summer employees (employed between 15 May and 15 September) refer to young people who are still at school or persons under 25 years of age who are students in educational institutions not associated with this industry.

If a trainee works for the company several times and performs the same duties, job orientation training is not necessarily needed every time.

### **Inclusion of the job orientation bonus in a salaried employee's salary**

If job orientation training is part of a salaried employee's other duties, this is specified in the job description as clearly as possible and the effect of job orientation training on the salary is explained to the salaried employee. When assessing the job requirement category of the job, job orientation training shall be compared with the job requirement factors in a similar way as the other duties of the job, and it is documented as having been taken into account as part of the duties.

### **Local collective bargaining**

Job orientation bonus may also be replaced with a locally agreed fixed monthly bonus.

This joint interpretation by the federations shall not change any better job orientation bonuses or arrangements agreed previously at local level.

The interpretation guidelines are applied as of 7 December 2010.

## **EXTRA DUTIES ALLOWANCE (SECTION 5)**

*Unless otherwise agreed locally, salaried employees who, while performing their regular duties, temporarily attend to any duties of another salaried employee that have not been taken into consideration in their own job requirement grading shall be paid an additional 14 to 35 per cent of their personal salary as extra duties allowance, in proportion to the increased amount of work. Extra duties allowance shall be paid under the same conditions to salaried employees when attending as a substitute to duties that are more demanding than their own regular duties.*

The compensation payable and other aspects of the terms and conditions of employment shall be settled before the substitution begins.

The provisions on the extra duties allowance shall not apply,

- when the absence lasts no more than one week (five working days);
- when it has been jointly noted in advance that working as a substitute has been taken into account in the salaried employee's job description, job requirement grading and salary (see Observation of substituting in job description, job requirement grading and salary);
- a trainee or short-term deputy is hired for the job;
- when the entire team (more than just a few persons) is involved in substitution and duties do not increase due to the nature of the job;
- when a salaried employee is permanently transferred to a new job and new job requirement grading is conducted.

As a rule, working as a substitute is expressly initiated by the employer. Even without the employer's initiative, a salaried employee is considered to be entitled to an extra duties allowance if, due to the nature of the job, the amount of a salaried employee's work increases because of the absence of another person.

### Example:

The company has two employees working at the switchboard. One of them goes on sick leave and no temporary employee is hired for the job for the duration of the leave. Even if the employer does not expressly order the other employee at the switchboard to substitute for the employee on sick leave, the amount of the employee's work will increase as a result of the sick leave, due to the nature of the job: the phone calls normally distributed between two employees will now be received by one employee at the switchboard, which means that the amount of the employee's work will increase. Therefore, extra duties allowance shall be paid to the employee attending to the switchboard.

The extra duties allowance shall be paid for the time during which the employee is substituting for another employee.

### **The amount of allowance**

An additional 14–35 per cent of the employee's personal salary shall be paid as extra duties allowance. If substituting for a salaried employee is shared by several employees, the extra duties allowance referred to herein shall be divided between them on a per capita basis.

## Appendix 2: Collective agreement allowance, extra duties allowance and salary development of the shop steward

The amount of the extra duties allowance depends on whether the person working as a substitute is performing more demanding duties compared with his or her own job and whether the person is a substitute for one or several persons.

The federations recommend that typical substituting situations and the factors affecting the amount of extra duties allowance be discussed at workplaces and descriptions of example situations be compiled at least for situations where the amount of extra duties allowance is at the lowest or highest end of the scale.

### **Observation of substituting in job description, job requirement grading and salary**

If substituting is part of a salaried employee's other duties, this is specified in the job descriptions as clearly as possible and the effect of substituting on the salary is explained to the salaried employee. When assessing the job requirement category of the job, substituting is compared with the job requirement factors of the pay system in a similar way as the other duties of the job and it is documented as having been taken into account as part of the duties.

### **Local collective bargaining**

Payment of extra duties allowance in a different manner may also be agreed locally. The amount of substitute work can be estimated for one year in advance, and a monthly extra duties allowance can be paid as a separate bonus that corresponds to the average amount of work as a substitute during the year. The estimated amount of work as a substitute is annually compared with the actual amount. Based on said comparison, the separate bonus is adjusted each year.

This joint interpretation by the federations shall not change previous locally agreed better extra duties allowances or arrangements.

The interpretation guidelines are applied as of 7 December 2010.

### **SALARY DEVELOPMENT OF THE SHOP STEWARD (co-operation agreement 3.2)**

*The salary development of a shop steward and occupational safety delegate shall correspond to the salary development occurring within the company.*

*This shall be reviewed annually and any salary increases that are thereby warranted shall be implemented annually.*

The opportunities of shop stewards and occupational safety delegates for professional development must not be impaired because of their duties as shop steward or occupational safety delegate. Salary development shall be reviewed on an annual basis as follows:

- the salary development of shop stewards and occupational safety delegates is compared with the development of earnings of at the workplace of the salaried employees they represent; and
- should the salary development be found to be below the average salary development of the salaried employees they represent, the salary development shall be rectified to correspond to the salary development at the workplace.

## Appendix 2: Collective agreement allowance, extra duties allowance and salary development of the shop steward

In the salary development analysis, the development of monthly salaries is compared at a predetermined point of time. Monthly salary refers to the total personal salary of a salaried employee, i.e. the monetary salary including fringe benefits, but excluding separately paid bonuses and performance-based bonus. The analysis shall be conducted once a year.

The information needed for the analysis can be obtained annually from the company's payroll administration or from the annual salaried employee statistics compiled in accordance with the agreement on statistical cooperation. The statistics applied annually must be comparable with the statistics used in the previous year.

The interpretation guidelines are applied as of 7 December 2010.

### **SIGNATURES**

Helsinki, 7 December 2010

Union of salaried employees TU  
Markku Palokangas  
Taru Reinikainen  
Arvi Herttua

Chemical Industry Federation of Finland KT  
Pekka Hotti  
Jaana Neuvonen

## APPENDIX 3 PATERNITY LEAVE SALARY PAYMENTS

### Paternity leave salary payments

**The joint application guidelines of Chemical Industry Federation of Finland, Trade Union Pro and Industrial Union TEAM on the provision on salary during paternity leave in the collective agreement.**

The collective agreement states as follows:

*“The salary for regular working hours shall be paid to an employee for six (6) days of paternity leave. The payment of paternity leave salary shall be governed by the same provisions as the payment of maternity leave salary.”*

### Paternity leave

According to the provisions of the Health Insurance Act, the maximum duration of the paternity allowance period is 54 days. Paternity leave refers to this leave of a maximum of 18 week days which the father can take any time during the maternity and parental allowance period after the child is born. In this context, Saturdays count as weekdays. The above-mentioned paternity leave of 18 weekdays can be divided into a **maximum of four periods**.

### Conditions of salary payment

Salary is paid for paternity leave provided that

- **employment continued for at least six months** before the child is born; and
- the leave consists of the **first six weekdays of the first period of paternity leave** (Monday–Saturday, excluding weekday public holidays)
- The Social Insurance Institution of Finland (KELA) pays paternity allowance for paternity leave.

### Salary to be paid

During paternity leave, workers are paid for **regular working hours based on average hourly earnings**, similar to sick leave salary. Salaried employees are paid similar to sick leave salary in accordance with the collective agreement. KELA pays paternity allowance for paternity leave. The employer applies for paternity allowance for six week days from KELA.

For which six days the employer pays paternity leave salary depends on the timing of the paternity leave and the applied working time model (see the examples starting on page 2).

### ***description of symbols:***

*(pl)* = paternity leave

*D* = day shift

*M* = morning shift

*E* = evening shift

*N* = night shift

- = day off

### Appendix 3: Paternity leave salary payments

#### Example 1

An employee in daytime work takes six days of paternity leave from Monday to Saturday. He receives paternity leave salary similar to sick leave pay from Monday to Friday and the employer applies for paternity leave allowance from KELA for Monday–Saturday.

Mon	Tue	Wed	Thu	Fri	Sat	Sun
D (pl)	- (pl)	-				

#### Example 2

An employee in daytime work uses the right to divide the paternity leave into a maximum of four periods. In week 1, he takes three days of paternity leave (Monday through Wednesday) and in week 2 he takes another three days of paternity leave (Monday through Wednesday).

Mon	Tue	Wed	Thu	Fri	Sat	Sun
D (pl)	D (pl)	D (pl)	D	D	-	-

Mon	Tue	Wed	Thu	Fri	Sat	Sun
D (pl)	D (pl)	D (pl)	D	D	-	-

The indicated days are paternity leave days, for which the employer applies for paternity allowance from KELA and the employee receives paternity leave pay for the corresponding time, similar to sick leave pay.

#### Example 3

A person performing continuous shift work takes his six days of paternity leave from Monday to Saturday. According to the roster, his shifts are as follows:

Mon	Tue	Wed	Thu	Fri	Sat	Sun
M (pl)	M (pl)	- (pl)	E (pl)	E (pl)	- (pl)	N

A worker receives paternity leave pay for working days in accordance with the roster and based on the average hourly earnings; the pay to a salaried employee is similar to sick leave pay in accordance with the collective agreement. The employer applies for paternity allowance for the period of Monday–Saturday from KELA.

#### Example 4

A person in daytime work takes six weekdays of paternity leave. He marks down his paternity leave for 20 December–27 December, as public holidays do not use up paternity leave days. Christmas Eve is a weekday, not a public holiday, which is why it is included in the paternity leave.

Mon 20 Dec	Tue 21 Dec	Wed 22 Dec	Thu 23 Dec	Fri 24 Dec	Sat 25 Dec	Sun 26 Dec	Mon 27 Dec
D (pl)	D (pl)	D (pl)	D (pl)	- (pl)	-	-	D (pl)

The worker receives paternity leave pay in accordance with his shifts. The employer applies for paternity allowance from KELA for 20–24 December and 27 December.

## 12-HOUR SHIFTS

When a salaried employee taking paternity leave works in 12-hour shifts, it is recommended that an overall evaluation of the annual working time is carried out in order to determine the annual working time. Instructions can be found in the sections on working times in the collective agreement.

Based on the conversations conducted, we note the following:

- The duration and periods of paternity leave can be found at the Kela website at [www.kela.fi](http://www.kela.fi)
- According to the collective agreement, compensation for lost earnings as for maternity leave is paid for the first six (6) days of paternity leave. Otherwise, paternity leave is unpaid leave.
- Paternity leave reduces the annual working time, in the same way as maternity leave or sick leave.
- Entire weeks taken as paternity leave (6 consecutive days Monday–Saturday) are deducted from the total annual working time goal by utilising the calculation formulae of the collective agreement. Examples are provided below in this appendix.
- Individual working hours taken as paternity leave (such as 8 hours or 12 hours) are deducted from the total annual working time goal (example 3)
- In uninterrupted and continuous working time types (TAM 17, TAM 27, TAM 37), Sunday shifts included in a continuous paternity leave can be placed to another time in the schedule of work shifts, or it can be agreed that they are taken as unpaid leave without the requirement to work at a later time.

### Calculation of annual working time

The length of the working time varies annually in day-time and two-shift work and in interrupted three-shift work because of the number of mid-week holidays. The annual number of working hours in uninterrupted three-shift work is a standard value, 1,632 hours. The annual working hours are specified in the table appended to this collective agreement.

When changing between forms of working time or when employment begins partway through the year, the annual working time according to the collective agreement must be calculated separately. Such situations additionally arise when working hour bank, paternity, job alteration and study leaves are used or in the event of unpaid periods of incapacity to work.

The collective agreement includes a couple of examples of the calculation of working time. These instructions provide additional examples for solving various practical situations.

### Appendix 3: Paternity leave salary payments

#### **Example5**

The aforementioned annual working hours in continuous three-shift work of 12-hour shifts with 30 days of annual holiday shall be formed as follows:

<b>1 Jan–31 Dec 2014 TAM37</b>	formula		
TAM37 period of work		365	days
the above in weeks	$365/7$	52.14	weeks
annual holiday (weeks)		5	weeks
number of actual working weeks is	$52.14-5$	47.14	weeks
working time according to the collective agreement	standard	34.6	hours/week
working time requirement for the period, hours	standard	1,632	hours
the above converted into 12-h shifts	$1,632/12$	136	shifts

The working time according to the collective agreement has been agreed as a standard 34.6 hours per week and 1,632 hours per year regardless of the number of days or weekday holidays.

#### **Example6**

The implementation of the average weekly working hours agreed in the collective agreement shall be settled as follows when an employee performs continuous three-shift work in 12-hour shifts for only part of the year:

<b>1 Jan–5 May 2013 TAM37</b>	formula		
TAM37 period of work		125	days
the above in weeks	$125/7$	17.86	weeks
annual holiday (weeks)		1	weeks
number of actual working weeks is	$17.86-1$	16.86	weeks
working time according to the collective agreement	standard	34.6	hours/week
working time requirement for the period, hours	$34.6 \times 16.86$	583	hours
the above converted into 12-h shifts	$583/12$	49	shifts

The working hours under the collective agreement during the foregoing period are 16.86 weeks x 34.6 hours/week, i.e. 583 hours, or 49 shifts of 12 hours per shift. The working time plan prepared for the period must therefore include 108 x 12-hour shifts.

### Appendix 3: Paternity leave salary payments

#### **Example 7**

Implementation of the average working hours agreed in the collective agreement shall be settled as follows when engaged in continuous three-shift work in 12-hour shifts when 2 full weeks and 3 working days are taken as unpaid paternity leave:

<b>1 Jan–31 Dec 2014 TAM37</b>	formula		
TAM37 period of work		365	days
the above in weeks	$365/7$	52.14	weeks
annual holiday		5	weeks
paternity leave		2	weeks
number of actual working weeks is	$52.14-7$	45.14	weeks
working time according to the collective agreement	standard	34.6	hours/week
working time requirement for the period, hours	$34.6 \times 45.14$	1562	hours
the above converted into 12-h shifts	$1562 / 12$	130	shifts

An additional three (3) unpaid 12-hour paternity leave days are deducted from the working time plan prepared for the period (130 work shifts). If an individual unpaid paternity leave day were an 8-hour shift, 8 hours would be deducted from the working time requirement. It should be noted that Kela pays the father a benefit based on 8 hours.

Helsinki, 24 May 2016

Taru Reinikainen

Jaana Neuvonen

## **APPENDIX 4 USE OF TRAINEES IN COMPANIES IN THE CHEMICAL INDUSTRY IN THE EVENT OF PERSONNEL DISMISSALS OR LAYOFFS**

### **Use of trainees in companies in the chemical industry in the event of personnel dismissals and layoffs**

The Chemical Industry Federation of Finland and Trade Union Pro agree that there is great demand for on-the-job learning periods in accordance with the qualification requirements of vocational training. It is desirable that companies in the chemical industry actively offer young people and students work opportunities, thereby increasing their awareness of the industry for the future.

As the above-mentioned training is mandatory for completing studies and it is carried out throughout the year, the federations have discussed the principles that companies adhere to when recruiting trainees under circumstances involving arrangements related to layoffs or dismissals.

The federations agree that the employer may, regardless of their obligation to offer work or re-employ a former employee as stipulated by the Finnish Employment Contracts Act, employ a trainee also in a situation where salaried employees have been dismissed or laid off, if

- the trainee does not have an employment relationship with the company.
- If the trainee does have an employment relationship with the company:
- the work placement is a part of a mandatory qualification (on-the-job learning related upper secondary vocational education and training referred to in section 16 of the Vocational Education and Training Act, no. 630 of 1998, and section 5 of the Vocational Education and Training Decree [\(811/1998\)](#), other mandatory qualification-related work placement or a period of work experience as referred to in the Basic Education Act and the Decree based on it); or
- the trainee does not replace the employer's need for additional workforce; or
- the trainee does not replace a salaried employee who has been dismissed or laid off; or
- the trainee's work contribution and duties are not comparable to those of a regular salaried employee in terms of quality; or
- the trainee has a fixed-term employment relationship for a short period of time.

In the manner stipulated by the Act on Co-operation within Undertakings, companies shall negotiate the practices to be adhered to while recruiting trainees. Any trainees recruited by the company shall be reported to the shop steward.

Jaana Neuvonen  
Chemical Industry Federation of Finland

Taru Reinikainen  
Trade Union Pro

## **APPENDIX 5 ROLE, TRAINING AND USE OF TIME OF A WORKPLACE INSTRUCTOR**

### **Workplace instructor's role, training and use of time**

It was agreed in the career agreement concluded between the federations on 22 March 2012 that the federations will seek new ways to facilitate the entry of young people into work. The goal is to find possibilities for working and training for young people by combining training with learning at the workplace.

The Chemical Industry Federation of Finland and The Chemical Industry Federation of Finland on 29 November 2012 agreed on actions to promote the employment of young people in the field of application of the collective agreement for salaried employees in chemical industry. As a part of the Youth Guarantee for the chemical industry, the parties wish to promote the learning of work at workplaces with this memo by describing the role, use of time and the development of competence of the workplace instructor.

Training arranged at the workplace (learning at work) organised in basic vocational education comprises of goal-oriented, supervised and evaluated studying at the workplace.

The workplace instructor is a person appointed by the employer who

- is the contact person between the workplace, the teacher/teachers, the student or person taking the degree and the organiser of training
- plans learning at work, demonstrations of professional skills and tests in cooperation with the teachers and the student
- provides guidance and makes evaluations according to the agreements and plans prepared
- instructs and supports the students and evaluates their learning
- evaluates competence with various parties.
- Adapted from: Hätönen, 2013. Competence map of a workplace instructor.

A workplace instructor is a person appointed by the employer who can instruct students, apprenticeship students, university trainees or others, such as persons in labour market training, in learning at the workplace.

The workplace instructor is the student's primary contact and mentor at the workplace. The workplace instructor must understand that students have varying capacities to perform various duties at work. A student is not a professional, and they need support and instruction in their duties. The workplace instructor participates in the evaluation of the student and helps arrange the qualification tests of professional competence.

Instruction to work leads to better results when the workplace instructor and the student are well prepared for their duties. When a workplace instructor is appointed, it is recommended that they familiarise themselves with the competence map for workplace instructors ("Työpaikkaohjaajan osaamiskartta") which can be found at the National Board of Education website and carry out a self-evaluation with regard to their competence as a workplace instructor.

The time required to carry out the duties, their effects on the person's own duties and whether any temporary substitute arrangements are required will be determined in cooperation between the workplace instructor and their supervisor. It is additionally evaluated whether working as a workplace instructor requires training. The evaluation of a student, for example, may require training which may be provided by the institution attended by the student, for example. This evaluation is carried out when the instruction plan is prepared for the student.

## Appendix 5: Workplace instructor's role, training and use of time

A workplace instructor is paid the work instruction bonus according to section 8 of the collective agreement for salaried employees in the chemical industry if the preconditions for the payment of the work instruction bonus as specified in the collective agreement are met.

Helsinki, 23 October 2015

Juha Teerimäki  
Chemical Industry Federation of Finland

Taru Reinikainen  
Trade Union Pro

More information is provided in the workplace instructor's competence map.

[http://www.oph.fi/download/146332\\_Tyopaikkaohjaajan\\_osaamiskartta.pdf](http://www.oph.fi/download/146332_Tyopaikkaohjaajan_osaamiskartta.pdf)

**APPENDIX 6 LIST OF THE SECTIONS OF THE COLLECTIVE AGREEMENT WHICH MAY BE AGREED DIFFERENTLY LOCALLY**

**Paragraphs of the collective agreement which may be agreed differently locally**

<b>Section of the collective agreement</b>	<b>Locally agreed matters</b>
3 § Employment and general duties of employment, section 5.3	Payment of salary on last day of employment
5 § Local bargaining	Methods of local collective bargaining (parties, duration of local agreement, format)
8 § Extra duties allowance and job orientation bonus	Payment of deputyship compensation Work orientation bonus as a fixed compensation
9 § General regulations on hours of work	Changing the averaging period of other day-time and two-shift work (continuous one and two-shift work excluded) Extension of daily working time Instead of 8 h per day → 7.5 h/day Extension of the annual working time by 24 hours Periodic work Working hour bank
11 § Amendments to the schedule of work shifts and the system for averaging working hours	Agreeing on the notice periods
Section 12 Working hours in daytime, one- and two-shift work	Conversion from a 37.5-hour week to 40-hour week Introduction of flexible or staggered working hours Length of daily flexi-time limits and maximum balances Beginning of the working week and working day Switching working time averaging leave to flexible leave Granting working time averaging leave <ul style="list-style-type: none"> <li>- time of granting</li> <li>- payment in cash</li> <li>- notice periods</li> <li>- granting method</li> </ul>
Section 15 Shift work and evening and night work	Continuously working in the same shift Working by night in cases other than those referred to in section 26 of the Working Hours Act Payment of shift work bonus as a fixed monthly bonus
16 § Days off	Placement of days off
18 § Sunday work	Payment of Sunday work bonus as a fixed monthly bonus Converting into corresponding leave Taking flexible leave in lieu of a Sunday work bonus
19 § Compensation for working on major public holidays	Time of payment of the compensation for working on major public holidays
20 § Rest periods and compensation for weekly time off	Shortening of daily rest period Waiving the meal break Temporary or permanent shortening of the twenty-four hour rest period Shortening of the twenty-four hour rest period

Appendix 6: Paragraphs of the collective agreement which may be agreed differently locally

	<p>Payment of work done during weekly time off in cash</p> <p>Agreeing on the weekly rest day</p>
Section 21 Additional work	<p>Payment of salary paid for additional work or the increase element of additional work bonus as a fixed monthly compensation or exchanging for corresponding leave</p> <p>Taking flexible leave in lieu of additional work</p>
22 § Overtime	<p>Payment of salary paid for overtime or the increase element of overtime compensation as a fixed monthly compensation or changing to corresponding leave</p> <p>Taking flexible leave in lieu of the overtime increase or the entire overtime pay</p>
Section 23 On-call duty and telephone consultation	<p>Agreeing on on-call duty</p> <p>Agreeing on the compensation for on-call duty and telephone consultation</p> <p>and the basis of determining these</p>
Section 25 Travel compensation	<p>Amount of per diem allowances in short and long assignments</p> <p>Payment of per diem allowances and meal allowance as a separate monthly compensation</p> <p>Travelling regulation</p>
26 § Training events	<p>Agreeing on the principles of compensation for participating in training which is organised on the salaried employee's day off</p>
27 § Annual holiday	<p>Payment of holiday pay on the regular pay day</p> <p>Distribution of annual leave in excess of 12 days</p> <p>Timing of annual holiday in uninterrupted three-shift work</p> <p>Time of payment of the holiday bonus</p> <p>Changing holiday bonus to flexible leave</p>
Pay system	<p>Use of so-called intermediate categories</p> <p>Company-specific systems</p>
Cooperation agreement	<p>Combining the duties of the occupational safety delegate and the shop steward</p> <p>Election of shop steward for the unit</p> <p>Election of occupational safety agent</p> <p>Agreeing on the release from work for the occupational safety delegate</p> <p>Setting up the cooperation body</p>
Agreement on Protection Against Dismissal	<p>4 § Periods of notice</p> <ul style="list-style-type: none"> <li>- Period of notice for the employer and the employee</li> <li>- Timing of payment of salary at the end of employment</li> </ul> <p>15 § Notice in the event of lay-offs</p> <ul style="list-style-type: none"> <li>- Layoff notice periods</li> </ul> <p>Section 16 Return to work after layoff</p> <ul style="list-style-type: none"> <li>- Announcing resumption of work</li> </ul>

## **APPENDIX 7 IMPROVING THE OPERATIONAL PREREQUISITES OF SHOP STEWARDS IN ORDER TO PROMOTE LOCAL COLLECTIVE BARGAINING IN THE WORKPLACE**

### **Improving the operational prerequisites of shop stewards in order to promote local collective bargaining in the workplace**

Chemical Industry Federation of Finland and Trade Union Pro find it important to promote local collective bargaining at workplaces. Company-level agreements offer the possibility for developing flexibility and methods of operation. The development of operation methods improves the productivity and profitability of the unit. A culture of negotiations, enthusiasm and commitment to goals improve when changes are implemented jointly. The guide “Paikallinen sopiminen kemianteollisuudessa” (“Local collective bargaining in chemical industry”) has been drawn up to support local bargaining.

A culture of negotiations and negotiation skills as well as the skills of ongoing dialogue and openness must be developed so that local agreements can be reached successfully at the workplace. Continuous negotiations at the workplace aim to promote cooperation, improve the company’s competitiveness and productivity and increase local collective bargaining according to the needs of the workplace. The workplace must have parties who execute the negotiations, such as shop stewards. The operational preconditions of the shop stewards must be improved for equal negotiations to succeed. In order to promote local collective bargaining and to ensure the competence of shop stewards, the parties to the agreement recommend that the term of office of shop stewards at workplaces be three years. The term of office of occupational safety delegates may be locally agreed in the occupational safety committee as three years.

The time spent by the aforementioned staff representatives shall be reviewed with the shop steward, and the time required for duties and its impact on work and any need for arranging substitutes shall be jointly investigated. At the same time, the employer shall discuss the general goals with the shop steward in order to develop the operational conditions of the company, local collective bargaining and the workplace and well-being at work. Additionally, a written training plan to develop the competence of the shop steward will be drawn up at this point. The plan will be reviewed annually, if necessary.

Participation in joint training of the parties to the agreement (KT-Pro) is beneficial for the promotion of local cooperation at the workplace. It is preferable that both parties to the negotiations participate in the training together; however, the incapacity of either party to attend the training does not prevent the other party from attending.

It is a prerequisite of promoting long-term local collective bargaining that enhances co-operation in the workplace that both negotiating parties are familiar with the matters that may be agreed locally. To promote this, the parties to the agreement have prepared a table as an appendix to the collective agreement, detailing the matters that may be agreed differently at the local level according to the collective agreement for salaried employees in the chemical industry. At the beginning of the term of office of the shop steward, the shop steward and the representative of the employer shall review all the local agreements valid in the company at the time and assess whether such agreements are up to date.

Local collective bargaining benefits from the shop steward receiving all the information required to discuss the matter. A table of the information to be provided to the shop steward according to the collective agreement is included at the end.

## Appendix 7: Improving the operational prerequisites of shop stewards

It is important that the competence required for the shop steward's own duties is ensured, also at the end of the term of office. At the end of term of office of the shop steward and the occupational safety delegate, they and the employer must jointly determine whether the maintenance of their professional skills requires induction training organised by the employer.

Appendix 8: Information to be given to the shop steward in accordance with the collective agreement

**APPENDIX 8 INFORMATION TO BE GIVEN TO THE SHOP STEWARD IN ACCORDANCE WITH THE COLLECTIVE AGREEMENT**

**Information to be given to the shop steward in accordance with the collective agreement**

Collective agreement Section 6 Salaries	The employer shall inform the shop steward of new students taking in salaried employee positions under the learning agreement.
Collective agreement 9 § Working hour bank	A representative of the employees will be given a summary of the leave accrued in the bank and the leave taken.
Collective agreement 11 § Amendments to the schedule of work shifts and the system for averaging working hours	<p>The salaried employees concerned and the shop steward shall be notified of permanent changes in the work shift schedule or in the system for averaging working hours at the earliest opportunity and no later than two weeks before the change takes effect. If the change affects several employees or an otherwise significant part of the staff, the change shall be negotiated in advance with the shop steward.</p> <p>The salaried employees concerned shall be informed of temporary deviations from the work shift schedule or the system for averaging working hours at the earliest opportunity and no later than on the third day before the change takes effect, except in cases of emergency work. The shop steward shall also be notified if the change concerns a department or a corresponding operational unit.</p> <p>The shop steward shall also be notified of any temporary changes to the schedule of work shifts or the system for averaging working hours if the change concerns a department or a corresponding operational unit.</p>
Appendix to the collective agreement Salary development of the shop steward	<p>In the salary development analysis, the development of monthly salaries is compared at a predetermined point of time. Monthly salary refers to the total personal salary of a salaried employee, i.e. the salary paid in cash together with fringe benefits, but excluding separately paid bonuses and performance-based bonus. The analysis shall be conducted once a year.</p> <p>The information needed for the analysis can be obtained annually from the company's payroll administration or from the annual salaried employee statistics compiled in accordance with the agreement on statistical cooperation. The statistics applied annually must be comparable with the statistics used in the previous year.</p>
Appendix to the collective agreement Use of trainees in companies in the chemical industry in the event of dismissals and layoffs	In the manner stipulated by the Act on Co-operation within Undertakings, companies shall negotiate the practices to be adhered to while recruiting trainees. Any trainees recruited by the company shall be reported to the shop steward.
Appendix to the collective agreement Survival actions if the company finds itself in financial difficulties	The needs of the customers, the order book, the financial situation of the company and the employer's corrective actions in order to improve the financial situation are discussed in cooperation with representatives of the employees.
Pay system	Principles of the system for the evaluation of personal competence.
Pay system	Company/location-specific personal average
Cooperation agreement 1 General regulations, paragraph 6	The employer shall notify the shop steward in writing of the persons who will negotiate with the shop steward on behalf of the company.
Co-operation agreement 5.3 Trade union training	Salaried employees shall be given the opportunity to attend courses arranged by the salaried employee confederation STTK and its affiliates

Appendix 8: Information to be given to the shop steward in accordance with the collective agreement

	<p>lasting for no longer than one month unless this substantially inconveniences production or company operations. Attention shall be paid to the size of the workplace when assessing said inconvenience. The intention to attend a course shall be notified at the earliest opportunity. In the event that permission is declined, the representative shall be notified, no later than 10 days before the start of the course, of the reason why granting job release would cause substantial inconvenience. It would be desirable in such cases to investigate jointly the prospects for attending the course at some other time when there would be no impediment to doing so.</p>
Cooperation agreement 6 Provision of information	<p>The employer shall furnish the staff or their representatives with the following information:</p> <p>1 Details of the financial condition of the company provided to the shop steward in accordance with section 10 of chapter 3 of the Act on Co-operation within Undertakings.</p> <p>2 An annual staffing plan including estimates of anticipated changes in the number, type and status of staff.</p> <p>The company shall notify substantial changes in all of the foregoing details without delay.</p> <p>The company financial statement data referred to in section 10 of chapter 3 of the Finnish Act on Cooperation in Undertakings shall be provided in writing to the staff representatives of companies with a regular staff of no fewer than 30 on request.</p>
Cooperation agreement 6 Provision of information	<p>In the event of disputes falling within the scope of duties of a shop steward or departmental shop steward pursuant to this agreement, said representative shall be furnished with all of the information that is necessary to investigate the case under dispute.</p>
Cooperation agreement 6 Provision of information	<p>The shop steward shall be entitled to information once a year on the surname and forenames, the date of entry into service and the departments or corresponding organisational units of salaried employees falling within the scope of duties of said representative. The shop steward shall be advised of new salaried employees on request.</p>
Cooperation agreement 6 Provision of information	<p>The average monthly salaries of salaried employees and the average income by income instalment, sorted by job requirement category and gender, shall be provided to a shop steward in writing once a year, immediately following the completion of the statistics on salaried employees according to the agreement on cooperation on statistics, in the form of a workplace-specific statistical salary data.</p> <p>The shop steward shall not be entitled to average income information on groups of salaried employees of fewer than three people.</p>
Cooperation agreement 6 Provision of information	<p>The shop steward shall be given an opportunity to become familiar with the current salary determination and payroll accounting systems that fall within said representative's scope of duties in the company. With respect to salaried employees falling within the scope, the shop steward shall also be entitled to examine the list of emergency and overtime work and of resulting salary increases prepared under the Working Hours Act.</p>
Cooperation agreement 6 Provision of information	<p>The shop steward shall be notified of any change in the duties of a salaried employee falling under the scope of the collective agreement that results in a change of staff group.</p>

Appendix 8: Information to be given to the shop steward in accordance with the collective agreement

<p>Agreement on Protection Against Dismissal 10 § Re-engagement</p>	<p>It is possible to deviate from the re-engagement of a salaried employee pursuant to this section and Chapter 6, section 6 of the Employment Contracts Act by way of a written agreement between the employer and the salaried employee.</p> <p>Before making such an agreement, the shop steward is to be informed of its content. In concluding the agreement, the salaried employee has the right to make use of the shop steward's expertise.</p>
<p>Agreement on Protection Against Dismissal 14 § Advance briefing and hearing of a salaried employee</p>	<p>Based on the information available, the employer shall give the salaried employee an advance briefing of the grounds of a layoff, together with its estimated scope, manner of implementation, time of commencement and duration. If the layoff affects several employees, then this briefing may be given to the representative of salaried employees or to said employees collectively. The briefing shall be provided without delay as soon as the employer learns of the need for a layoff.</p> <p>After providing the briefing and before issuing the layoff notice, the employer shall give the employees or their representative an opportunity to be heard on the briefing that was provided.</p> <p>No advance briefing shall be required if the employer is required to present a corresponding account or to negotiate on the layoff with the employees or their representative pursuant to another law, agreement or other binding regulation.</p>
<p>Agreement on protection against dismissal 15 § Notice in the event of lay-offs</p>	<p>The representative of the employees who are to be laid off must be advised of the notice.</p>
<p>Agreement on Protection Against Dismissal 19 § Order of staff reductions</p>	<p>The employer shall give the shop steward an adequate account of the prospects for retraining a salaried employee who is at risk of dismissal or layoff, or of redeploying said employee within the company. Consideration for redeployment shall allow for the obligations arising from section 4 of chapter 7 of the Employment Contracts Act.</p>
<p>Act on Co-operation within Undertakings Section 10, 3</p>	<p>Details of the financial condition of the company provided to the chief shop steward in accordance with section 10 of chapter 3 of the Act on Co-operation within Undertakings without a separate request:</p> <ol style="list-style-type: none"> <li>1) the financial statement or information about the results of a company referred to in the Securities Market Act as soon as they have been published, and the financial statement of any other company no later than when it has been confirmed or, if the financial statements are not to be confirmed, when the tax return is to be filed,</li> <li>2) at least twice during the financial period, a uniform statement of the company's financial situation, indicating, as a minimum, the outlook for the company's production, services or other operations, employment, profitability and cost structure.</li> </ol> <p>The employer shall, by request of representatives of the staff groups, present the outlook stated in the statement referred to in paragraph 2 for the entire staff in accordance with the principles and practices of internal communications referred to in section 18 of the Act on Cooperation within Undertakings.</p> <p>If the regular number of employees in an employment relationship with the company is at least 20 but less than 30, the employer may present the statement referred to in paragraph 2 in an event organised for the entire staff of the company.</p>

Appendix 8: Information to be given to the shop steward in accordance with the collective agreement

	The employer shall, without delay, inform the representatives of staff groups or, in the cases mentioned in the previous paragraph, the entire staff of any changes which materially differ from the outlook presented in the statements referred to in paragraph 2.
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## **APPENDIX 9 SURVIVAL ACTIONS IN THE COMPANY'S FINANCIAL DIFFICULTIES**

### **Survival actions in the company's financial difficulties**

In order to safeguard the operations of the company and jobs:

- The flexible working time arrangements and other opportunities included in the collective agreement shall be used primarily, such as:
  - based on local collective bargaining
    - longer and shorter work shifts
    - working hour bank
    - transfer of the time of major holidays and the compensations paid for them
    - delayed payment of holiday bonuses and converting them into leave
    - graduated working time
    - distribution of annual leave exceeding 12 days
  - by decision of the employer
    - longer and shorter work weeks
    - changes from shift work to day-time work and vice versa

Company here refers to a company or an independent part thereof, such as a production facility.

### **Survival clause**

If the financial situation of the employer so requires, the needs of the customers, the order book, the financial situation of the company and the employer's corrective actions are discussed with the shop steward in order to improve the financial situation.

When it is jointly agreed with the shop steward that the company is about to find itself in exceptional financial difficulties which would result in a reduction of the use of workforce, it can be agreed locally with the shop steward that in addition to the above measures, the terms of work may be modified for a fixed period of a maximum of one year. Matters to be agreed may include benefits of the collective agreement with a monetary value, such as holiday bonuses and compensation for working on major holidays.

The local agreement shall be made in writing. The adjustments shall apply to the entire staff and management of the company equally. At the same time, local agreements will also be made in terms of the protection against dismissal. When the agreement is made, its effects with regard to the applicable unemployment and pay security regulations must be evaluated.

At the same time, it must be agreed how the financial losses of the salaried employees will be compensated once the company's financial situation has improved. The development of the company's financial situation is monitored regularly during the agreement period, and if the company's financial situation improves during the agreement period in such a way that the justification for the use of the survival clause no longer exists, the agreement may be terminated.

It should additionally be noted that the Act allows agreements to be made concerning a shorter process for layoffs and the collective agreement for a shorter period of layoff notices.

## Appendix 9: Survival actions in the company's financial difficulties

The parties to the agreement shall advise companies on how to implement survival actions, if necessary.

CHEMICAL INDUSTRY FEDERATION OF FINLAND  
TRADE UNION PRO

TRADE UNION PRO  
CHEMICAL INDUSTRY FEDERATION OF FINLAND

## **APPENDIX 10 INTER-FEDERATION OPERATING INSTRUCTIONS CONCERNING THE PROCEDURE FOR COLLECTING MEMBERSHIP DUES**

The membership dues collection system only applies to the membership dues of Trade Union Pro. However, in addition to the actual regular membership dues, the concept of membership dues may include the membership fee of an unemployment fund, provided that these payments are collected together. This may not include other separate payments, such as initiation fees or industrial action fund payments. Trade Union Pro and the salaried employee shall be responsible for ensuring that the item to be collected is eligible for a tax deduction.

When the membership due is paid in euro, it will be collected from the same salary amount as the tax withholding. If other stipulations exist concerning the collection basis, Trade Union Pro must adjust them to the aforementioned principle. Similarly, if a membership due to be collected on a percentage basis or in euro has been defined in Trade Union Pro's rules for a collection period other than one suitable for the company's payroll accounting, Trade Union Pro must adjust the collection basis to match the collection period.

Trade Union Pro shall be responsible for the agreement and termination notification forms used in the collection system. Electronic forms can be used in the collection system. Trade Union Pro shall pay for the printing of the forms and handle the distribution.

The main points of the collection system are as follows:

1. For a personalised procedure, the salaried employee and the employer shall agree in writing or electronically on the collection of the membership dues.
2. The collection percentage or euro amount can be announced per calendar year and in connection with the increase agreed in the collective agreement. The announcement shall be made in writing or electronically.
3. The salaried employee, employer and Trade Union Pro shall be notified of the collection agreement made and also of the discontinuation of the collection.

When collection of the membership dues ends, the employer shall issue a notification thereof to the salaried employee. Salaried employee shall forward this notification to Trade Union Pro.

4. The information on the membership due collected per collection period is included in the salaried employee's payslip or provided in an equivalent manner.
5. The employer shall remit the total amount of the collected membership dues to Trade Union Pro's designated bank account per collection period.

The settlement schedule is currently as follows:

The membership dues withheld from salary for the period of 1 January–30 June must be settled by 15 August of the current year

The membership dues withheld from salary for the period of 1 July–30 December must be settled by 31 January of the following year

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The settlement shall include the following information:

- union ID (Trade Union Pro 022)
- employer's name, remitter ID (business ID without the hyphen or another remitter ID)
- member's personal ID code and name
- the collection period and amount of the collected membership due

Currently, the alternative methods for submitting the settlement materials are as follows:

- 1) TYVI (an electronic service for data transfer between companies and the authorities) files  
TYVI is a browser-based program provided by operators Aditro Human Resources, Itella-Pro and WM-data Oy. Pro has an agreement with the aforementioned operators on the submission of trade union membership information in electronic format in accordance with the TYVI model.
- 2) E-mail attachment.  
The file must be an ASCII or ANSI text file prepared by payroll administration. The contents of the file must follow a standard file description.
- 3) YAP system  
If the employer settles the membership dues of other unions in YAP's (YAP Solutions Oy) system, the settlement information for Pro can be included in the same file using the union ID 022, and YAP will forward the information to Pro.
- 4) Paper list.  
The delivery address is Trade Union Pro, Employer Debt Collection, P.O. Box 183, 00181 Helsinki.
- 5) Member-specific references.  
Member-specific references include information on the employer collecting the membership due, the member and the pay period, and therefore, a separate settlement is not needed. The member-specific references are suitable for collecting membership dues of 1–5 people. The membership dues of each member are paid monthly using a separate reference.
6. The salaried employee is issued a certificate on the collection of membership dues for taxation purposes in a manner approved by the Tax Administration.  
  
Trade Union Pro will submit the information on the members' membership dues to the Tax Administration at the beginning of the following year in accordance with the schedule provided by the Tax Administration, ensuring that the information arrive on time to be included in the person's pre-completed tax return. The information on the membership dues for the preceding year to be submitted to the Tax Administration are based on the member-specific settlement details received from employers by 31 January.
7. A settlement of the membership dues collected in the preceding year will be submitted to Trade Union Pro by the end of January concerning those salaried employees who had a valid membership dues collection agreement in place at the end of the year and who had an employment relationship with the company during the period in question.

Appendix 10 Instructions concerning membership dues

Helsinki, 7 November 2017

CHEMICAL INDUSTRY  
FEDERATION OF FINLAND

TRADE UNION PRO

Jyrki Hollmén

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Salaried employees' annual working time

**ANNUAL WORKING TIME OF SALARIED EMPLOYEES IN CHEMICAL INDUSTRY 2016–2020 (AN 8-HOUR WORKING DAY)**

<b>Working hours in the chemical industry 2016–2020</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Average 2010– 2020</b>
<b>Working weeks/year</b>	47,29	47,14	47,14	47,14	47,29	47,18
Total days in year	366	365	365	365	366	365
- Saturdays 1) and Sundays	105	105	104	104	104	104
- weekday public holidays reducing working hours	8	9	10	10	9	9
- annual holiday (working days)	25	25	25	25	25	25
- working time reduction	12,5	12,5	12,5	12,5	12,5	12,5
<b>Total working days/year</b>						
- 1- and 2-shift work	215,5	213,5	213,5	213,5	215,5	214
- discontinued 3-shift work	212,5	210,5	210,5	210,5	212,5	211
- continued 3-shift work	204,0	204,0	204,0	204,0	204,0	204
<b>Total working hours/year</b>						
- 1- and 2-shift work	1724	1708	1708	1708	1724	1715
- discontinued 3-shift work	1700	1684	1684	1684	1700	1691
- continued 3-shift work	1632	1632	1632	1632	1632	1632
<b>Avg working hours/week</b>						
- 1- and 2-shift work	36,5	36,2	36,2	36,2	36,5	36,3
- discontinued 3-shift work	36,0	35,7	35,7	35,7	36,0	35,8
- continued 3-shift work	34,6	34,6	34,6	34,6	34,6	34,6
<b><u>7.5-hr working day (daytime work)</u></b>						
Total working days/year	228	226	226	226	228	227
Total working hours/year	1710	1695	1695	1695	1710	1701
Avg working hours/week	36,2	36,0	36,0	36,0	36,2	36,1



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