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**COLLECTIVE LABOUR AGREEMENT**  
**for the Salaried Employees in the Real Estate Sector**  
**1 February 2017–31 January 2018**

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## **I GENERAL PROVISIONS**

### **Section 1 Scope**

1. This collective agreement shall apply to employees conducting technical, administrative and other office work in the real estate sector.
2. This collective agreement shall not apply to company management, the management of independent departments or units or employees in equivalent supervisory roles who represent the employer when defining the terms of employment of employees under this collective agreement.

### **Section 2 Central organisation agreements**

1. The following central organisation agreements that are valid and binding to the associations shall be adhered to as part of this collective agreement:
  - Shop Steward Agreement (PT-STTK)
  - Co-operation Agreement (PT-STTK)

## **II EMPLOYMENT**

### **Section 3 Employment**

1. The employer shall supervise and distribute work.
2. The employer shall hire and discharge employees.
3. If necessary, a person employed to do particular work shall be required to undertake duties outside the scope of his or her occupation or comparable tasks.
4. The employer's obligation to offer work to a part-time employee within the meaning of Chapter 2 Section 5 of the Employment Contracts Act is limited to the relevant travel-to-work area as defined by the employment authorities.
5. The right to organise is inviolable on both sides.

## **Section 4 Termination of employment**

### Period of notice

1. Unless otherwise agreed at the moment of dismissal, the employer shall adhere to the following period of notice:

<u>Duration of continuous employment</u>	<u>Period of notice</u>
up to a year	14 days
over a year – up to 4 years	1 month
over 4 – up to 8 years	2 months
over 8 – up to 12 years	4 months
over 12 years	6 months

2. Unless otherwise agreed at the moment of resignation, the employee shall adhere to the following period of notice:

<u>Duration of continuous employment</u>	<u>Period of notice</u>
up to 5 years	14 days
over 5 years	1 month

3. During the holiday period (2 May–30 September), the employer or employee may include to the period of notice the unused annual holiday earned during the previous holiday credit year.

### The order of making employees redundant

4. If an employee is dismissed or laid off for reasons not related to the employee, the rule according to which the people to be dismissed or laid off last are those who are important to the operations of the company or work in specialist roles or people who have lost some of their ability to work working for that employer shall be adhered to where possible. In addition to this, the duration of employment and the employee's duty to maintain shall be taken into consideration where possible.

### Employment leave

5. In addition to an employment leave within the meaning of the Employment Contracts Act, the employee has the right to a maximum of five working days of labour market training or related practical training or on-the-job learning in accordance with the employment plan.

### Geographical restrictions to re-employment

6. The employer's duty to re-employ within the meaning of Chapter 6 Section 6 of the Employment Contracts Act is restricted to the relevant travel-to-work area as defined by the employment authorities provided that this has been agreed with the shop steward.

### **III WORKING TIME**

#### **Section 5 a Increasing working time in accordance with the Competitiveness Pact**

From 1 February 2017, the annual employee working time shall be increased on average by 24 hours without changes to the yearly pay. When the increase is implemented in fixed-term and part-time employment (including part-time layoff, parental leave, sick leave and pension), the principle of proportionality shall apply. In the case of varying regular working hours, the increase shall be determined on the basis of the agreed minimum working hours or established regular working hours as agreed by the employer and employee.

No compensation in accordance with Sections 12 and 13 of this collective agreement shall be paid for the increase.

The implementation of the increase in working time shall be agreed locally in accordance with Section 31 of this collective agreement. However, the contractual parties should primarily be the shop steward within the meaning of this collective agreement and the employer. If no shop steward has been elected, local agreements are made between the employer and all employees collectively. The shop steward or all employees collectively may agree that the employer shall agree upon the increase in working time with each employee individually.

If the matter is not agreed locally, the increase in working time shall be implemented from 1 February 2017 onwards so that the regular maximum working hours in line with the collective agreement are increased by 0.5 hours per week. Notification of the time when the increase will be implemented shall be given in compliance with Section 9 of this collective agreement.

#### **Section 5 b Working hours bank**

Details on the working hours bank system shall be agreed locally in accordance with Section 31 of this collective agreement. However, the contractual parties should primarily be the shop steward within the meaning of this collective agreement and the employer. If no shop steward has been elected, local agreements are made between the employer and all employees collectively. The employer and employee shall agree on whether to join the working hours bank system.

#### **Section 6 Regular working hours**

1. Regular working hours shall not exceed 7.5 hours a day and 37.5 hours a week unless otherwise agreed.
2. If the working hours are 8 hours a day and 40 hours a week, the reduction of working hours shall be implemented in accordance with what has been agreed between the associations in the relevant minutes.
3. Shifts of less than four hours shall not be used in the workplace, unless required by the needs of the employee or other justifiable reasons.

## **Section 7 Average regular working hours**

1. The employer may average the working hours, in which case the average working hours within a six-week period must make up a maximum of 37.5 hours per week. The working hours may not exceed 10 hours a day nor 50 hours a week hours.
2. In discontinuous two-shift work, the adjustment period shall be nine weeks. In discontinuous and continuous three-shift work and in continuous shift work, the adjustment period shall be one year.
3. Regular working hours can be averaged by agreement in accordance with Section 31 of this collective agreement, in which case the average working hours must make up a maximum of 37.5 hours per week within a maximum period of one year. The daily regular working hours shall be a maximum of 12 hours.

## **Section 8 Period-based work**

1. The employer may arrange working hours into period-based work in compliance with the Working Hours Act. This is possible only if agreed locally with the shop steward.
2. In period-based work, regular working hours shall be a maximum of 112.5 or 120 hours in three weeks or a maximum of 75 or 80 hours in two weeks. When the working hours are 120 or 80 hours, the stipulations in the minutes on the reduction of annual working hours shall apply.

## **Section 9 Drawing up and changing work schedules**

1. A work schedule is drawn up for a minimum of three weeks unless otherwise agreed.
2. Employees shall be notified of permanent changes to the work schedule two weeks, and in the case of temporary changes no later than three days, before the change takes place unless otherwise agreed.

## **Section 10 Days off**

1. The employee's weekly free time shall be arranged primarily by granting a day off on Sunday. Employees working a five-day week shall be granted another day off as part of their weekly free time, primarily a Saturday or, if this is not possible, a Monday. Due to different working hours arrangements, the days off may vary.
2. When using average regular working time, an average of two days off per week shall be granted. In addition, whole adjustment days off can be granted.
3. Part-time employees may agree to a six-day work week.

## **Section 11 Weekly free time**

1. Working time shall be arranged so that, once a week, the employee has an uninterrupted rest period of at least 35 hours so that the rest period is, if possible, in conjunction with a Sunday.
2. This weekly free time may also be arranged through a system of averages in accordance with the Working Hours Act.

## **Section 12 Additional work and overtime**

### Additional work

1. When regular working hours are 7.5 hours a day and 37.5 hours a week, work carried out in addition to the agreed working hours constitutes additional work and is compensated by an increase of 50% to the regular rate of pay. Other additional work is compensated at the regular rate of pay.

### Overtime

2. Overtime is work carried out in excess of 8 hours a day or 40 hours a week.

When using the average weekly working time of 37.5 hours, overtime is work carried out in excess of additional work.

3. Daily overtime shall be compensated by an increase of 50% to the regular rate of pay for the first two hours and an increase of 100% to the regular rate of pay for the subsequent hours. Weekly overtime shall be compensated by an increase of 50% to the regular rate of pay for the first eight hours and an increase of 100% to the regular rate of pay for the subsequent hours. In period-based work, compensation for additional work and overtime are determined by the Working Hours Act.
4. Work done on a day off shall be compensated as weekly overtime when the employee has not been able to work the regular weekly working hours due to an illness, accident, travel, layoff, reduction of working hours or training and the employee is required to work on his or her day off.
5. The daily overtime carried out on a Saturday or the eve of a religious or other holiday shall be compensated by an increase of 100% to the regular rate of pay for all hours worked.
6. The weekly overtime carried out on the Easter Saturday, Midsummer Eve or Christmas Eve shall be compensated by an increase of 100% to the regular rate of pay for all hours worked.

## **Section 13 Work during a midweek holiday week**

1. If an employee is required to work on the holidays listed below for operational reasons, this work shall be compensated as weekly overtime or by granting an equivalent time off if so agreed.
  - the Saturday of the week of New Year's Day
  - the Saturday of the week of Epiphany
  - Easter Saturday
  - Saturday following Easter week
  - the Saturday of the week of May Day
  - the Saturday of the week of Ascension Day
  - Midsummer Eve
  - the Saturday of the week of Independence Day
  - Christmas Eve (December 24)
  - Saturday following Christmas

### Midweek holiday compensation for hourly paid employees

2. The midweek holidays for which compensation shall be paid:
  - New Year's Day (January 1)
  - Epiphany (January 6)
  - Ascension Day
  - Good Friday
  - May Day (May 1)
  - Independence Day (December 6)
  - Christmas Day (December 25)
  - Boxing Day (December 26)
3. The hourly paid employee has the right to a midweek holiday compensation when the employee's uninterrupted employment has lasted at least three months prior to the midweek holiday and provided that the employee worked, in accordance with the work schedule, on the last working day preceding and the first working day after the midweek holiday or on one of these days if there is an acceptable reason for an absence on the other.
4. Moreover, a requirement for the payment of the midweek holiday compensation is that the midweek holiday in question would have been a regular working day for the employee in accordance with the work schedule for which the employee is entitled to receive pay. Midweek holiday compensation shall not be paid if the employee has worked on the above midweek holiday.
5. The midweek holiday compensation shall be the employee's average daily pay. The average daily pay is calculated using the regular working hours pay for the past three working months. If the employee's daily working hours are regular, the average daily pay is determined by the employee's pay for his or her regular daily working hours.

## **Section 14 Sunday work**

1. Sunday work means work done on a Sunday, other church holiday, Mayday or the Independence Day. The Sunday work compensation for such work shall be the employee's regular rate of pay in addition to other pay for that period.

## **Section 15 Shift work**

1. A supplement shall be paid for shift work. The shift work supplement shall be:
  - on the evening shift  
2.17€/h from 1 March 2016
  - on the night shift  
3.89€/h from 1 March 2016
2. For overtime, the shift work supplement shall be paid according to the relevant shift.
3. Any shift work supplements paid for overtime or Sunday work shall be increased by the same rate as other pay for that period.

## **Section 16 Evening and night work**

1. Work is considered evening work when the employee's regular working hours are between 6 pm and 11 pm. An evening supplement shall be paid for evening work. The evening supplement shall be:  
2.17€/h from 1 March 2016.
2. Work is considered night work when the employee's regular working hours are between 11 pm and 6 am. A night supplement shall be paid for night work. The night supplement shall be:  
3.89€/h from 1 March 2016.
3. When an employee doing evening or night work stays to do overtime after the shift, the employee shall be paid a supplement for evening or night work determined by the employee's regular working hours for the duration of the overtime but for no longer than until 6 am.
4. Any supplements for evening or night work paid for overtime or Sunday work shall be increased by the same rate as other pay for that period.

## **Section 17 Supplements and compensations paid as a monthly compensation**

1. The pay for additional work, overtime and Sunday work and shift, evening and night work supplements may be paid as a separate and fixed average monthly compensation by agreement. The agreement shall state which type of work is being compensated.

## **Section 18 Days off in exchange for increased pay and holiday bonus**

1. It can be agreed that the employee exchanges some or all of the pay for additional work, overtime or Sunday work and the holiday bonus for days off during his or her regular working time. The time when the days off are taken shall be by agreement.
2. The employer and employee may agree that the employee exchanges the above compensations, salary and holiday bonus for carried-over days off within the meaning of Section 27 of the Annual Holidays Act. The time when the carried-over days off are taken shall be by agreement. No holiday bonus shall be paid for these days.

## **Section 19 Emergency work, standby and telephone instructions**

1. The employee called in to do emergency work shall be paid compensation for emergency work provided that the employee had already left the workplace. The emergency compensation shall be the employee's basic hourly pay for two hours. The work carried out shall be compensated by an increase of 100% to the basic pay, including all possible additional work and overtime compensations, for a minimum of one hour.
2. Standby duty may be restricted or free. When the employee is required to remain at home or another location assigned by the employer, the employee is on restricted standby duty. At least half of the time spent on restricted standby duty shall be compensated in pay or equivalent time off. The compensation for free standby duty shall be by agreement. However, compensation shall always be paid for a minimum of four standby hours in the case of both restricted and free standby duty.
3. If part of the employee's duties is to frequently provide instructions via telephone on his or her free time, the compensation shall primarily be by a separate agreement. If there is no agreement on compensation, the compensation shall be 20 euros per month.

Transitional regulation: If the above compensation has been agreed to make up part of the employee's total salary before 30 September 2007, the entry into force of this provision shall not override that agreement.

## **IV COMPENSATION**

### **Section 20 Payment regulations**

1. Employees shall be paid a monthly salary unless otherwise agreed. The salary shall be determined by the competency required by the employee's role. Attachment 1.
2. If the employee is temporarily performing the duties of another person in addition to his or her own, the paying of the substitute compensation of 14–35% shall be agreed upon prior to taking over these duties. Substitute compensation shall not be paid to trainees or if the duties are taken over for less than two weeks.

3. The employee's daily pay is the monthly salary divided by 21.5. The employee's hourly pay is the monthly salary divided by 158. The salary for a partial month is calculated by multiplying the daily salary by the number of days for which the employee is entitled to a salary, if there are fewer than 13 of such days, and by reducing from the monthly salary the salary for the number of days the employee has been absent, if the number of days for which the employee is entitled to a salary is at least 13.

## V ABSENCES

### Section 21 Sick pay

#### Duty to notify and medical certificate

1. The employee shall notify the employer of his or her incapacity for work and its estimated duration without delay.
2. On request, the employee must present a medical certificate of incapacity for work accepted by the employer.
3. If the employer does not accept the medical certificate presented and refers the employee to an assigned doctor, the employer shall compensate for the fee payable for the new medical certificate.

#### Preconditions to receiving sick pay

4. The employee is paid the salary determined by his or her regular working hours plus fringe benefits if the employee is incapable of work due to an illness or accident and the incapacity for work has not been caused by the employee intentionally or through gross negligence and the employee has not withheld any information on a medical condition from the employer when drawing up the employment contract.

Salary shall be paid for those working days that are included in the periods below in the following manner:

<u>When the employment has continued uninterrupted</u>	<u>Period for which salary is paid</u>
at least 1 month but less than 1 year	28 calendar days
at least 1 year but less than 5 years	35 calendar days
at least 5 years or more	90 calendar days

5. For the period that the employer has paid sick pay or maternity or paternity leave pay mentioned below, the employer shall have the right to receive the daily allowance or similar compensation paid to the employee according to law or by agreement, however, not in excess of what the employer has originally paid.

This deduction right shall not extend to any daily allowance or compensation paid on the basis of a voluntary insurance that has been fully or partly paid by the employee.

If no daily allowance or similar compensation is paid or it is paid at a lower rate for employee-related reasons, the amount of salary the employer shall be obligated to pay is reduced by the amount remaining unpaid.

#### Recurrence of illness

6. If the employee falls ill with the same illness within 30 calendar days of returning to work, the period for which the employer is obligated to pay sick pay is calculated as if there were only one period of illness. However, sick pay for the recurred illness as defined above shall be paid at least for the maximum time within the meaning of Chapter 8 Section 7 of the Health Insurance Act.

### **Section 22 Medical examinations**

#### Preconditions to paying salary

1. The employee has the right to attend the following medical checkups and examinations during working hours, as long as they are arranged to avoid unnecessary loss of working time:

##### a. Illness

A necessary medical examination due to an illness and related laboratory and X-ray examinations or treatment of cancer, if the appointment cannot be made for a time outside working hours.

##### b. Acute dental condition

Care of an acute dental condition if:

- the dental condition is causing incapacity for work
- the dental condition requires care on the same day or shift
- there is a certificate of incapacity for work and urgency of the treatment by the dentist.

##### c. Pregnancy

Attendance by the employee at the required pre-natal examinations referred to in Chapter 4 Section 8(2) the Employment Contracts Act.

##### d. Statutory checkups and examinations

1. Attendance by the employee at work-related checkups and examinations that are statutory or required by the employer.
2. The employer compensates the loss of earnings for the time spent for travel to these examinations at the rate of the employee's ordinary working hours' pay. Any necessary travel costs and daily allowances shall be paid in accordance with Section 25 of this collective agreement.
3. The employer and employee may agree separately upon compensation for examinations that take place during the employee's free time.

## **Section 23 Paid maternity and paternity leave**

1. The employee is paid salary according to his or her regular working hours plus fringe benefits for the duration of three months of maternity leave or six days of paternity leave.
2. A prerequisite for receiving pay shall be that the person's employment has continued uninterrupted for at least 6 months prior to the due date.
3. If a female employee adopts a child younger than 7 years old, the employee is under the above-mentioned conditions entitled to a paid leave of three months that starts immediately at the time of adoption and is comparable to a maternity leave.
4. If no daily allowance or similar compensation is paid for employee-related reasons or it is paid at a lower rate than the employee is legally entitled to, the employer may deduct from the employee's salary the amount of daily allowance or compensation that has not been paid due to the employee's negligence.

## **Section 24 Short temporary absence**

1. If the following short absences fall on a working day, no salary or other benefits shall be deducted:
  - The death of the employee's child, spouse, sibling, grandparent, parent or spouse's parent; or
  - Sudden illness in the family.

A short temporary absence primarily means an absence of 1–3 days unless the employer and employee have agreed upon a longer paid absence. The parent of a child living in a different address also has the right to a short temporary absence in case that child falls ill. Only one parent at a time can take a paid leave to care for a sick child.
2. No salary or other benefits shall be deducted if an employee's 50th or 60th birthday or the day of his or her wedding or civil partnership registration falls on a working day.
3. No salary or other benefits shall be deducted if the employee is taking part in a meeting of the representatives or board of the Finnish Confederation of Professionals (STTK) or Trade Union Pro.
4. When the employee is taking part in the work of a municipal council or executive board or the election board or voting commission in state or municipal elections, the employee shall be paid the difference between the salary and loss of earnings after providing a record of indemnity for loss of earnings.
5. For the days the employee takes part in military refresher training, the employee shall receive the difference between his or her salary and the reserve drill pay.

## **VI TRIPS**

### **Section 25 Travel**

1. Compensation (daily allowance and travel costs) for business trips required by the employer and grounds for payment (time limits) shall be determined by a decision by the tax administration or the equivalent company travel rules.
2. Compensation of travel costs and other travel-related details shall be agreed before the trip.
3. If the employee has to travel at the employer's request during the employee's free time as determined by the work schedule, the employee shall receive his or her basic salary for the time spent travelling but for no more than 8 hours on a working day or 16 hours on a day off.
4. If the employee's duties require regular travel, the time spent travelling shall not be compensated unless otherwise agreed.  
Where the employee may decide on travel plans and the use of his or her working time, the time spent travelling shall not be compensated.
5. It may be agreed that a separate fixed monthly compensation is paid to cover daily allowances, food expenses and time used for travel.

## **VII TRAINING**

### **Section 26 Training events**

1. When the employer sends an employee to receive work-related training, the employer shall pay the employee a salary for his or her regular working hours and compensate travel costs.

When the shop steward or occupational safety representative takes part in trade union training listed on the EK-STTK working group on training course list, the employer shall pay the salary for regular working hours.

2. If the training takes place during the employee's free time, compensation shall be agreed before the training starts.
3. No compensation shall be paid for the time spent for travel.

## **VI ANNUAL HOLIDAY**

### **Section 27 Annual holiday**

1. The Annual Holidays Act shall apply to the annual holiday, unless otherwise provided in this collective agreement.

2. Annual holiday pay may be paid on the regular salary payment day of the company if so agreed.

### **Section 28 Holiday bonus**

1. The holiday bonus shall be 50% of the annual holiday pay.
2. The holiday bonus shall be paid together with the annual holiday pay or as agreed within the company.
3. The holiday bonus shall be paid for holiday compensation when:
  - The employee retires;
  - The employee returns to work from military service and the holiday bonus is paid for the annual holiday compensation that the employee was paid when the military service started; or
  - The employee's employment terminates during the holiday period (2 May–30 September) for other than employee-related reasons or due to the end of a fixed-term employment and the holiday bonus is only paid for the holiday compensation for the holiday credit year that has ended.

## **IX SHOP STEWARD**

### **Section 29 Shop steward**

1. The shop steward shall receive compensation as follows:

Number of employees	Monthly compensation from 1 March 2016
3–9	61
10–24	87
25–50	117
51–100	165
101–200	201
201–400	235
over 400	264

2. When the deputy shop steward, after notifying the employer, is performing the duties of the shop steward for at least two weeks, the compensation shall be paid undivided to the deputy shop steward for the relevant month.
3. The compensation shall be determined based on the number of employees on the first day of January.

## **X OTHER PROVISIONS**

### **Section 30 Occupational safety representative**

1. The occupational safety representative shall receive compensation as follows:

Number of employees	Monthly compensation from 1 March 2016
3-9	43
10-24	62
25-50	81
51-100	117
101-200	142
201-400	164
over 400	185

2. The compensation shall be determined based on the number of employees on the first day of January.
3. If the same employee acts as both the shop steward and the occupational safety representative, the employee shall be paid either the shop steward or occupational safety representative compensation depending on which is the highest.

### **Section 31 Local agreements**

1. The following shall apply to local agreements:
  - The contractual parties may be the employer and employee/shop steward;
  - The agreement shall be made in writing;
  - The agreement may be permanent or fixed-term. A permanent agreement may be terminated with a period of notice of three months unless otherwise agreed.

### **Section 32 Group life assurance**

1. The employer shall procure group life assurance, as agreed between the central organisations.

### **Section 33 Trade union membership fees**

1. The membership fee of Trade Union Pro shall be collected from employees' salaries once the employee has submitted the relevant authorisation.

### **Section 34 Assembly at the workplace**

1. Trade Union Pro associations may hold meetings on employment questions at the workplace outside of working hours, provided that the meeting arrangements and procedures are agreed upon with the employer in advance.

### **Section 35 Order of negotiations and industrial peace**

1. Differences of opinion concerning this agreement shall be negotiated first between the employer and employees or their shop steward. If consensus is not achieved in these consultations, the parties shall produce a memorandum of disagreement and submit it to the signatory associations. Unless the associations reach an understanding, the matter can be brought to the Labour Court for decision.
2. All means of industrial action that are directed at this collective agreement during its period of validity are prohibited.

### **Section 36 Validity of the Agreement**

1. This agreement is valid from 1 February 2017 to 31 January 2018.

Helsinki 22 June 2016

**REAL ESTATE EMPLOYERS**

**TRADE UNION PRO**

**SALARY SYSTEM**

1. The evaluation of the competence required in a particular role and the related salary shall be determined in accordance with the competence classification system and minimum pay scale for employees in the real estate sector in the following manner:
  - The competence requirements of the role are evaluated (score) on the basis of how high the level of competency is required when performing the body of individual tasks (role).
  - The evaluation is based on the role's:
    - 1) scope of responsibility and significance;
    - 2) required expertise;
    - 3) required level of interaction; and
    - 4) required creativity.
  - The evaluation places the role at one of the 16 minimum pay scale levels on the minimum pay scale based on the required competency.
  - The competence classification system only evaluates the competence required in a particular role, not the employee's personal characteristics.

The evaluation shall be carried out primarily in cooperation with the employer and shop steward. If a company does not have a shop steward, the employer shall explain the scoring principles to the employee. The employer shall be responsible for the correct competence classifications.

- The minimum pay level has been determined so that it allows for company-specific rewards and incentives.
  - The employee has the right to receive an itemised salary slip on request.
2. Companies shall decide on what grounds employees are paid for their personal performance-improving characteristics and the amount of that pay. The grounds shall be transparent and fair.

Personal competence means all the employee's personal characteristics that, directly or indirectly, have significance for the performance of a particular role.

The employee's personal competence is contrasted with the competence requirements of the given role. High personal competence and good performance can be found at all requirement levels.

The personal competence factors shall be fair and encouraging and at least the following criteria may be set for them. The factors shall be:

- work-related, present in all reviewed tasks;
- identifiable, measurable and independent variables; and
- in the control of the employee.

Maintaining a sense of fairness and consistency requires that companies use personal competence classifications systematically. The choice of reviewed personal competence factors and their weighing shall be determined by the relevant company's goals.

The personal competency of the employee shall be determined by the employee's competence and performance. The associations have drawn up model systems that companies may use either as they are or tailored to the needs of the individual company. Companies may also use other evaluation systems. The choice of personal competence factors and their weighing shall be determined by the relevant company's needs.

A new employee's personal salary portion shall be determined six months from the start of the employment at the latest.

The employee's personal competence shall always be evaluated in relation to the current role. If the role changes, the employee's personal competence shall be re-evaluated. As a result, the personal competence portion of the employee's total salary may change.

In each company, the sum of all personal competence-related salary portions shall be at least 6% of the sum of the competence requirement-related portions of the salary of all employees within the salary system. Any employee personal salary portions exceeding 30% shall be ignored in this review. These stipulations shall apply to companies that employ at least 10 employees under the scope this collective agreement. The implementation of these stipulations shall be verified annually and the shop steward shall be informed of the situation.

The employee has the right to know the competence classification of his or her role and personal salary portion and the grounds for determining the personal salary portion and the relevant outcomes and effects. The employees' shop steward shall be provided with an annual review of the evaluations and their effects on salary.

### **Transitional provision**

The first personal competence evaluation shall be completed by 2011 (excluding new employees). If the employee's salary already exceeds the competence classification pay scale pay, the exceeding portion may be used, fully or partially, to form the employee's personal salary portion.

## COMPETENCE CLASSIFICATION SYSTEM FOR EMPLOYEES IN THE REAL ESTATE SECTOR

### Scope of responsibility and significance

The wider the responsibility and scope and the more independent decision-making is allowed in the role, the higher the level of required competence.

	Score
The employee in this role takes part in the service process by performing individual tasks in accordance with instructions.	21
The employee in this role takes part in the service process by performing more demanding groups of tasks in accordance with generic instructions.	22
The employee in this role organises and manages tasks independently in accordance with the relevant practices and policies.	23
In addition to the previous point, the employee in this role takes active part in assessing, developing and making decisions on operational alternatives at the level of the relevant performance area. The performance area may be equated with an administrative department.	24
The employee in this role is responsible for the planning, organisation, operation and control of a minor performance area.	25
The employee in this role is responsible for the planning, organisation, operation and control of a significant performance area.	26
The employee in this role is responsible for the planning, organisation, operation and control of a highly significant performance area.	27

### Expertise

The more practice and training the successful performance of the role requires, the higher the level of required competence.

The role requires:	Score
A couple of months of practice in the service processes.	12
Professional or generic skills training and a fairly short practice period.	13
Professional or generic skills training and long-term practice.	14
Advanced professional specialist skills.	15

## Interaction

The more communication and influencing others the successful performance of the role requires, the higher the level of required competence.

The role requires:	Score
Ordinary communication and cooperation.	1
Profound communication and coordination with colleagues and cooperative networks.	2
Ordinary customer service in a sales role, friendly and customer-oriented approach.	
Influencing others through communication.	
Supervisory tasks, training, presentations, etc.	
Active selling in a sales role, influencing customer choices.	3
Negotiating and human resource management skills. Promoting engagement.	4
Building customer relationships in sales roles. Promoting engagement.	

## Creativity

The more the role requires the employee to deviate from familiar procedures and create new ones, the higher the level of required competence.

	Score
Work is conducted in accordance with procedural instructions.	1
The role requires evaluation of the feasibility of procedures and choosing the appropriate solution to a particular situation.	2
The role requires evaluation of situations and finding new solutions or procedures.	3

**COMPETENCE CLASSIFICATION SYSTEM MINIMUM PAY SCALE FOR  
EMPLOYEES IN THE REAL ESTATE SECTOR**

**From 1 March 2016**

Score	Salary class	EUR/month
35	2	1,544
36	3	1,622
37	4	1,709
38	5	1,799
39	6	1,894
40	7	1,995
41	8	2,101
42	9	2,217
43	10	2,335
44	11	2,465
45	12	2,604
46	13	2,750
47	14	2,908
48	15	3,073
49	16	3,250

## PROTOCOL OF SIGNATURE

### **Extension of the collective agreement for the salaried employees in the real estate sector in line with the Competitiveness Pact by the central labour market organisations**

**1 February 2017–31 January 2018**

Present	Real Estate Employers	Trade Union Pro
	Pia Gramén	Jorma Malinen
	Jenni Törmälehto	Else-Mai Kirvesniemi
	Kiia Eriksson	Sanna Nurminen
		Paavo Hiitola
		Jaana Koskela

#### **Section 1 Extending the collective agreement**

The period of validity of the collective agreement for the salaried employees in the real estate sector shall be extended by 12 months in line with the Competitiveness Pact achieved by the central organisations on 29 February 2016. If the central organisations state that no Competitiveness Pact has been achieved, this sector-specific collective agreement shall thereupon become null and void.

Excluding the following exceptions, the stipulations of the collective agreement shall remain as they are and the validity of the pay scales shall be extended, in line with the duration of this agreement, until 31 January 2018 without increases to pay.

#### **Section 2 Increasing working time in accordance with the Competitiveness Pact**

*A new Section 5 a Increasing working time in accordance with the Competitiveness Pact shall be added under Chapter III Working time.*

From 1 February 2017, the annual employee working time shall be increased on average by 24 hours without changes to the yearly pay. When the increase is implemented in fixed-term and part-time employment (including part-time layoff, parental leave, sick leave and pension), the principle of proportionality shall apply. In the case of varying regular working hours, the increase shall be determined on the basis of the agreed minimum working hours or established regular working hours as agreed by the employer and employee.

No compensation in accordance with Sections 12 and 13 of this collective agreement shall be paid for the increase.

The implementation of the increase in working time shall be agreed locally in accordance with Section 31 of this collective agreement. However, the contractual parties should primarily be the shop steward within the meaning of this collective agreement and the employer. If no shop steward has been elected, local agreements are made between the employer and all employees collectively. The shop steward or all employees collectively may agree that the employer shall agree upon the increase in working time with each employee individually.

If the matter is not agreed locally, the increase in working time shall be implemented from 1 February 2017 onwards so that the regular maximum working hours in line with the collective agreement are increased by 0.5 hours per week. Notification of the time when the increase will be implemented shall be given in compliance with Section 9 of this collective agreement.

### **Section 3 Local agreements**

- a.** The parties regard the development of local agreement procedures as important. The parties state that the collective agreement allows for a whole range of matters to be agreed locally. In an effort to increase the number of local agreements, the parties shall organise joint training events on local agreements during the collective agreement period where possible.
- b.** The parties state that local agreements within the meaning of the collective agreement do not require approval at the association level.
- c.** A new Section 5 b *Working hours bank* shall be added.

Details on the working hours bank system shall be agreed locally in accordance with Section 31 of this collective agreement. However, the contractual parties should primarily be the shop steward within the meaning of this collective agreement and the employer. If no shop steward has been elected, local agreements are made between the employer and all employees collectively. The employer and employee shall agree on whether to join the working hours bank system.

The contractual parties to the collective agreement shall negotiate on the guidelines on the implementation of the working hours bank by 31 January 2017.

### **Section 4 Other amendments to the collective agreement**

#### **Section 2 Central organisation agreements**

Section 2 shall read:

1. The following central organisation agreements that are valid and binding to the associations shall be adhered to as part of this collective agreement:
  - Shop Steward Agreement (PT-STTK)
  - Co-operation Agreement (PT-STTK)

**Section 5** The parties shall negotiate on when a shop steward may be elected in a separate unit of a company or several shop stewards in a company that has units in several geographical locations by 31 January 2018.

**Section 6** Section 26(1) shall read:

When the employer sends an employee to receive work-related training, the employer shall pay the employee a salary for his or her regular working hours and compensate travel costs.

When the shop steward or occupational safety representative takes part in trade union training listed on the EK-STTK working group on training course list, the employer shall pay the salary for regular working hours.

**Section 7 Copies of the protocol of signature**

Two identical copies of these minutes have been produced, one for each contractual partner.

**Section 8 Review of the protocol of signature**

The undersigned contractual parties indicate by their signatures that the protocol of signature has been reviewed and the collective agreement has entered into force.

Helsinki 22 June 2016

**REAL ESTATE EMPLOYERS**

**TRADE UNION PRO**