

**COLLECTIVE AGREEMENT**  
**FOR THE CREDIT INFORMATION AND**  
**DEBT COLLECTION INDUSTRY**

**1/4/2014 – 31/1/2017**

**Service Sector Employers PALTA**  
**Trade Union Pro Association**

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All the laws referenced in this document are Finnish laws. This document has been translated into English from the Finnish original.  
Should any conflicts arise in the interpretation of the different language versions, the Finnish version will prevail

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COLLECTIVE AGREEMENT FOR THE CREDIT INFORMATION AND DEBT COLLECTION  
INDUSTRY 1.4.2014 – 31.1.2017

## **1. SCOPE**

### **1 § SCOPE OF AGREEMENT**

1. This Agreement is binding upon the members of the signatory members.
2. The Agreement shall be observed by credit and debt collection companies.
3. The Agreement does not apply to:
  - a) company executives
  - b) HR managers
  - c) cleaners, caretakers and other workers
  - d) summer interns.
4. Divergences relating to the terms of employment of hourly workers are set out in Appendix 1.

## **2. EMPLOYMENT**

### **2 § HIRING**

1. An employment contract is made in writing according to the model (Appendix 2) at the beginning of employment.
2. Better terms of employment than those in the Collective Agreement must be agreed in writing.
3. There is a 4-month trial period at the beginning of employment.
4. With the employee's consent, a shop steward can familiarise him-/herself with the employment contract.

### **3 § FIXED-TERM EMPLOYMENT**

1. An employment contract is not made for a fixed period unless it has been specifically agreed on.
2. The grounds for fixed-term employment must be mentioned in the employment contract.
3. The employer shall inform the employee in good time of when the fixed-term contract is due to expire.

### **4 § RIGHTS AND OBLIGATIONS**

1. The employer shall have the right to direct and assign work.
2. The employee shall carry out his/her work with due care.
3. The right of association is mutually inviolable.

### **5 § TERMINATION OF EMPLOYMENT**

1. The period of notice for an employee is:
  - a) 14 days if the employment has lasted for up to 5 years
  - b) 1 month if the employment has lasted for over 5 years.
2. The period of notice for an employer is:
  - a) 14 days if the employment has lasted for a maximum of 1 year.
  - b) 1 month if the employment has lasted for over 1 year up to 4 years.
  - c) 2 months if the employment has lasted over 4 years up to 8 years
  - d) 4 months if the employment has lasted over 8 years up to 12 years
  - e) 6 months if the employment has lasted longer than 12 years.
3. Termination of employment shall be done in writing or in other certifiable manner.
4. Before the employee is given a warning, he/she shall have the right to be heard and to be assisted by a shop steward.

### **3. WORKING HOURS**

#### **6 § REGULAR WORKING HOURS**

1. The regular working hours are 8 h/day during weekdays, so that it is 40 h/week. The working time includes a 30-minute meal break.
2. The working week begins on Monday.
3. Saturdays, Midsummer Eve and Christmas Eve are days off. Working time arrangements for on-call work is covered in Appendix 3.

#### **7 § ADJUSTED WORKING HOURS**

1. The regular daily working hours can be extended by a maximum of one hour.
2. The weekly working hours must be averaged to 40 hours per week, over 3 weeks.
3. Permanently adjusted working hours will be notified a month in advance and temporarily adjusted working hours a week in advance.
4. Notification is made to the employee and the shop steward.
5. A list of adjusted working hours shall be drawn up, showing when the working day begins and ends.

#### **8 § REDUCED WORKING TIME**

1. The employee's annual working time is reduced by 16 hours, unless he/she is away for an entire year. If a new employment begins mid-year by 31st May, the employee's annual working time is reduced by 16 hours. If a new employment begins after this, the employee's annual working time is reduced by 8 hours.

#### **Application relating to part-time employees on a monthly salary and hourly employees:**

The working hours reduction must be provided as two paid holidays, if the employee so requests. A part-time employee on a monthly salary working regularly five days a week and the same amount of working hours each day, is entitled to receive his/her regular monthly salary for days off. In other cases, if the part-time salaried employee wants to keep two days off, his/her daily salary is determined by proportioning the working hours and wages according to his/her employment contract to full-time working hours and wages. If a part-time employee has not been determined fixed weekly working hours, it can be determined, for the implementation of working time reduction, by calculating his/her average weekly working hours for the previous 6 months.

2. Reduction in working hours is carried out as has been locally agreed. The employee may present the date(s) he/she wish to have off. Holidays are kept as determined by the employer.
3. If the days off have not been kept by the end of the calendar year, the employee will be entitled to monetary compensation, which is calculated in the same way as additional work compensation.

## **9 § OVERTIME WORK**

1. Overtime work is work that is performed beyond the regular daily working hours specified in the Collective Agreement.
2. Overtime work can be assigned with the employee's consent and within the limits of the law.
3. The employee can refuse to do overtime work with justifiable reason.
4. Overtime compensation is:
  - a) 50% for the first 2 hours and 100% for subsequent hours on weekdays
  - b) 150% for the first 2 hours and 200% for subsequent hours on Sundays
5. Overtime compensation is calculated on the hourly wage by full quarters of an hour.
6. Basic hourly pay is the employee's monthly salary divided by 156.
7. The changing of a calendar day does not lower the basis of overtime compensation.
8. Exchanging the overtime compensation for corresponding time off can be agreed on.
9. Overtime compensation is paid and time off is given within 2 months, unless otherwise agreed.
10. Saturday work is overtime work, unless § 6.3 states otherwise.



## **10 § EVENING AND NIGHT WORK INCREMENT**

1. A pay increment of 20% is given for regular daily working hours between 17:30 and 23:00.
2. A pay increment of 30% is given for regular daily working hours between 23:00 and 07:00.
3. The increments are calculated by full quarters of an hour.

## **11 § SHIFT WORK INCREMENT**

1. In shift work, shifts are change in a predetermined manner.
2. There may be no more than one hour of overlap or interval between successive shifts.
3. The increments for regular shift work are:
  - a) evening work increment is 20%
  - b) night work increment is 30%
4. The increments are calculated by full quarters of an hour.

## **12 § ON-CALL COMPENSATION**

1. The employee on call must be available at an agreed place from where he/she can be called to duty.
2. The compensation paid for being on call is 50% of the basic hourly pay, but at least 2 hours of the basic pay.
3. The length of the on-call period shall be agreed on in advance.
4. On-call time is not counted as working hours.

## **13 § EMERGENCY CALL-BACK COMPENSATION**

1. The employee who is called to work in an extreme situation shall be paid emergency call-back compensation.
2. The condition for such compensation is that the employee has already left the workplace for the day.
3. The emergency call-back compensation is the basic salary for 4 hours.

4. If the alert necessitates overtime work, overtime compensation shall be paid.

#### **14 § TELEPHONE COMPENSATION**

1. IT personnel are paid for telephone consulting after working hours.
2. The condition for such compensation is that the matter can be attended to by telephone.
3. The compensation is the basic pay for 3 hours.

#### **4. PAY**

##### **15 § FORM OF PAY**

1. The pay is monthly salary.
2. Fractional salary is calculated by dividing the monthly salary by the working days and using this as a multiple.
3. The salary of an employee working less than 32 h/week is an hourly wage.

##### **16 § QUALIFICATION CLASSES**

1. The qualification class is determined on the basis of the main job description. The main job is the work ensemble, which is done for other half of the working hours.
2. The employer shall inform the employee in writing of his/her qualification class and main job, as well as the criteria and amount of task and qualification increments. The notification may also be made with a written job description and a personal competence assessment feedback form (attached job description form).
3. When placing work in qualification classes the qualification classes (attached) agreed between the unions are used.

All jobs, for which the Collective Agreement applies to, are classified into qualification classes according to the Collective Agreement.

Company-specific classification cooperation is agreed with the chief shop steward. The aim of the classification cooperation is to place jobs in qualification classes in co-agreement according to the general descriptions and complementary job descriptions.

The general criteria for receiving task and qualification increments are discussed in company-specific classification cooperation.

The qualification increment rewards for personal qualifications, as well as skills and career management. Everyone has the right to know what is expected of him/her, as well as receive feedback on how and on what grounds his qualifications and skills are assessed. In the assessment, the supervisor must aim for absolute fairness and non-discrimination.

The employer provides the shop stewards and the chief shop steward information on employees and their salaries, as has been determined in the credit information and debt collection sector's shop steward agreement § 6.

4. The workplace shop steward and employer negotiate in cases of changes to the qualification classes due to changes to work or agreements. If consensus cannot be reached, either party may refer the matter to the unions to be solved.
5. The company's qualification classes are reviewed annually between the shop steward and the employer.

#### **17 § CHANGE IN QUALIFICATION CLASS**

1. When an employee's main job description changes, the qualification class is re-determined.
2. An increase in wages takes effect from the beginning of the next month after the main job change.
3. If an employee applies for a position with a lower qualification class, the change in qualification class and pay may take effect at the beginning of the following month.
4. If the qualification class is lowered for another reason, the change in qualification class and pay can take place at the beginning of the 4th month after the change. The matter will be dealt with the shop steward.
5. Lowering the classification reduces pay as much as the minimum pay changes.

#### **18 § TEMPORARY CHANGES IN QUALIFICATION CLASSES**

1. A temporary lowering in the qualifications required for the main job description does not entail a change in pay or qualification class.
2. If the main job description becomes more demanding for a period of at least one month, wages shall be paid according to the higher classification.

#### **19 § YEARS OF EXPERIENCE AND MINIMUM WAGE**

1. When calculating the years of experience, the total time served in the credit information and debt collection sector is taken into account.

2. Time served before 1.6.1995 is taken into account according to previous provisions.
3. The minimum wages according to the qualification and experience classes are set out in Appendix 4.

#### **19a § INCREMENTS WHEN ADVANCING IN QUALIFICATION AND EXPERIENCE CLASSES**

1. When advancing in qualification and experience classes to the next class, the increment remains the same, unless when advancing from one qualification to another, such qualification class requires factors that are the basis of an increment. The increment can be removed when advancing in qualification or experience classes, if the grounds for the increment have changed. The shop steward has the possibility to express his/her view on the matter.

#### **20 § TASK INCREMENT**

1. A task increment is paid for tasks that are more demanding or more responsible.
2. The criteria for the task increment can be additional responsibility, considered as
  - a) specific interaction skills
  - b) language skills required for the task
  - c) work guidance
  - d) regional employee task
3. The employer shall notify in writing of the task that the task increment applies to.
4. The increment is paid for the months when the task, for which the task increment applies to, is carried out. The change to the grounds of the increment is determined jointly.
5. From 1.8.2014, the amount of the task increment is at least 84.80 euros

#### **21 § QUALIFICATION INCREMENT**

1. A qualification increment is paid for special professional skills, work performance and work contributions.
2. The basis of a qualification increment can be considered according to the employee's additional merits
  - a) skilled customer service

- b) initiative
  - c) independence
  - d) diversity
3. Prior to granting increments, the shop steward has the opportunity to present his/her views on the matter.
  4. The grounds for the qualification increment are reviewed when advancing in qualification or experience classes. If there are no changes to the criteria or the increment has been paid for less than a year before advancing to a new experience class, the increment remains as it is.
  5. From 1.8.2014, the amount of the qualification increment is at least 84.80 euros.

## **5. ANNUAL LEAVE**

### **22 § ANNUAL LEAVE**

1. Annual leave is determined by the Annual Holidays Act.
2. Annual leave is earned during a continuous period of employment at the end of the holiday credit year:
  - a) less than a year 2 weekdays/month
  - b) at least one year 2.5 weekdays/month
  - c) at least 10 years 3 weekdays/month
  - d) at least 15 years by 31.3.1994 3.5 weekdays/month.
3. Time served before 1.6.1995 is taken into account according to the rules in force on 31.5.1995.
4. Winter holiday is given during the same calendar year as the summer holiday unless agreed otherwise.
5. Upon termination of employment, holiday compensation due is paid according to section 2.
6. When calculating holiday pay or holiday compensation, the daily salary is determined by dividing the monthly salary by 25.

7. If the employee's working hours and respectively their salary has changed during the holiday determination period in accordance to the Phrase 1 of Section 10.4 of the Annual Holidays Act, the salary of the annual holiday is calculated with a day value of 0.38%. The holiday pay is calculated on the basis of the paid or payable salary for the actual working hours, excluding any emergency work or increases paid for overtime work according to regulations or an agreement.

**Protocol entry:**

This provision shall apply to those employees who have earned over 30 days off during the holiday determination year. Deferred salary is added to the working time salary for the period equivalent to the working time (Annual Holidays Act, section 7, subsection 2, clauses 1-4 and 7). However, holiday pay that has accrued for the previous holiday determination year is not included in the working time salary, as is the case with increments paid for emergency work or overtime work. This provision shall apply from 1.4.2013 for earned annual leaves.

## **23 § HOLIDAY BONUS**

1. When taking annual leave, an employee receives 50% of his/her statutory paid annual leave as a holiday bonus.
2. The holiday bonus is paid with the holiday pay or in the manner agreed in the company.
3. A holiday bonus is paid to an employee who passes directly from annual leave to childcare leave or military service.
4. A holiday bonus is not paid upon termination of employment, except for those employees who retire.

## **24 § EXCHANGING HOLIDAY BONUS FOR PAID TIME OFF**

1. The exchange of the holiday bonus for paid time off can be agreed between the employer and the employee.

When agreeing on time off, the date for the time off is also agreed.

2. An employee may have half of the days off as paid leave for the days that entitle for a holiday bonus of the amount of annual leave days.
3. When an employee falls ill, the leave is interrupted and it becomes sick leave the following day after falling ill. The remaining leave that was not kept, is offered later or is paid in cash.

## **25 § ANNUAL HOLIDAY SABBATICAL**

1. An employee may, by agreement, save annual leave for a sabbatical:

- a) the right to take annual leave exceeding 24 days
  - b) time off in lieu of a holiday bonus for saved annual leave
  - c) working hours reduction (§ 8)
  - d) overtime leave.
2. An annual leave sabbatical must be taken at a time agreed upon and within a 5 year period.
  3. A plan shall be drawn up in advance on how leave entitlement is to be saved and when the annual leave sabbatical is to be taken.
  4. The provisions of the Annual Leave Act shall be observed for the annual leave sabbatical as appropriate.
  5. The implementation of an annual leave sabbatical is agreed in detail company-specifically.

## **6. ABSENCES**

### **26 § CHILD BIRTH**

1. Maternal, paternal and parental leave as well as unpaid parental leave are given as specified in the relevant acts.
2. The employer pays full wages for 72 weekdays of maternity and adoption leave.
3. To qualify for a pay, employment must have lasted for 9 months and there must be an agreement on the employee's return to work.
4. The employer pays the full salary for six working days of paternity leave.

### **27 § SICKNESS**

1. An employee who is incapable of working because of sickness or an accident receives their pay during each incapacity period for at least:
  - a) 4 weeks when the employment has lasted up to 3 years
  - b) 5 weeks when the employment has lasted for 3-5 years
  - c) 6 weeks when the employment has lasted for over 5 years

- d) 8 weeks when the employment has lasted for over 10 years
- 2. The employee must inform the employer without delay of his/her inability to work and its estimated duration.
- 3. The employee shall provide a medical certificate or other reliable attestation on demand.
- 4. If the employer specifies the doctor, the employer shall pay the costs of obtaining a medical certificate.

## **28 § MEDICAL EXAMINATIONS**

- 1. During regular working hours, the employee shall have the right to:
  - a) go for a medical examination and related laboratory or X-ray examination
  - b) get necessary physiotherapy in order to maintain occupational fitness
  - c) visit a dentist in the event of an acute dental problem
  - d) go for examinations required during pregnancy
  - e) visit the doctor in order to ascertain the sickness of a disabled child or a child under 10 years of age
  - f) take a child to a child health centre
  - g) go for necessary cancer treatments.
- 2. The requirement to qualify for pay is that:
  - a) it has not been possible to arrange treatment outside working hours and
  - b) unnecessary loss of working time is avoided.
- 3. Necessary travel costs are reimbursed for employees who go for an examination provided by the occupational health service.

## **29 § SHORT TEMPORARY ABSCENSES**

- 1. Pay or other benefits are not reduced for short absences due to:
  - a) sudden sickness, death or funeral of a close relative; maximum of 1 day
  - b) sudden illness of a child under 10 years old; 3 days



- c) acute illness of a child under 18 years old afflicted by a serious illness; 1 day

**Protocol entry:**

Severe illnesses or injuries are leukaemia and other malignant tumours, severe heart defects, severe injuries and burns, difficult cases of diabetes and beginning phase of diabetes care, severe mental disorders, severe mental retardation, severe bronchial asthma and severe rheumatoid arthritis, as well as the other diseases, injuries and pathological conditions comparable to the above-mentioned diseases.

- d) employee's own wedding, registration of civil partnership or moving home
- e) employee's 50th and 60th birthdays
- f) STTK or Trade Union Pro or one of its member organisation's union, representative's or executive board's or advisory board's meeting, which the employee participates in as an elected representative.

## **7. TRAVEL**

### **30 § TRAVEL COSTS**

1. Travel costs are reimbursed according to the Tax Board's regulations.
2. Additional work-related travel costs are subject to local agreement.

## **8. INSURANCE AND PENSION**

### **31 § GROUP LIFE INSURANCE**

1. The employer pays for the employees' group life insurance.

### **32 § PENSION BENEFITS**

1. Pension schemes are arranged in accordance to the then-current Employees' Pensions Act.

## **9. NEGOTIATION PROCEDURES**

### **33 § ASSEMBLY AT THE WORKPLACE**

1. Trade Union Pro's member associations and locals can arrange meetings outside working hours concerning employment matters, provided that:
  - a) holding of the meeting has been agreed in advance with the employer
  - b) the employer provides a suitable meeting place
  - c) the organiser is responsible for order and cleanliness
  - d) the organiser has the right to invite representatives of the member unions to the meeting.

### **34 § SHOP STEWARD**

1. The credit information and debt collection sector's shop steward agreement is complied with in credit information and debt collection companies (Agreement Appendix 9).

### **35 § TRAINING**

1. The credit information and debt collection sector's training agreement is complied with in credit information and debt collection companies (Agreement Appendix 10).

### **35a § COOPERATION**

1. The credit information and debt collection sector's cooperation agreement is complied with in credit information and debt collection companies (Agreement Appendix 11).

### **36 § SETTLEMENT OF DISPUTES**

1. The negotiating process shall be carried out in accordance with the Shop Steward Agreement.
2. Should the unions fail to reach an agreement, the matter may be brought before the Labour Court.

### **37 § OBLIGATION TO MAINTAIN INDUSTRIAL PEACE**

1. Industrial action against this set of agreements or its provisions is prohibited.

## **10. MISCELLANEOUS PROVISIONS**

### **38 § COLLECTION OF MEMBERSHIP FEES**

1. The fee for membership in a member union of Trade Union Pro shall be withheld from pay with the employee's consent.
2. For taxation purposes, the employer shall issue a certificate of the withheld amount.

### **39 § AGREEMENTS BETWEEN UNIONS AND CENTRAL ORGANISATIONS**

As part of the collective agreement, the following valid agreements are in force at any given time:

- a) Convention EK - STTK (PT (LTK) -STTK Convention 6.3.1989)
- b) Recommendation for treatment referral EK - STTK (EK-AKAVA-SAK-STTK-KT-KiT-VTML Recommendation for prevention of substance abuse problems, handling substance abuse matters and referring for treatment at workplaces 12.1.2006)
- c) Membership fee collection agreement EK-STTK
- d) Compensatory fine protocol EK - STTK (PT (LTK) -AKAVA-SAK-TVK compensatory fine protocol 5.6.1984 (amended 28.1.2000))

### **40 § AGREEMENT VISIBILITY**

1. The Agreement must be kept visible for the workplace employees.

### **41 § VALIDITY OF THE AGREEMENT**

1. The agreement is valid until 31.1.2017 as set out in the signatory protocol.
2. The Agreement's signatory protocol is Appendix 5.

SERVICE SECTOR EMPLOYERS PALTA

TRADE UNION PRO

## **APPENDIX 1 SUBSIDIARY PROVISIONS CONCERNING HOURLY WORKERS**

### **1 § SCOPE**

1. The Agreement applies to employees:
  - a) whose regular working hours are less than 32 hours per week
  - b) who belong to the scope of application of the Collective Agreement for credit information and debt collection industry.
2. The Collective Agreement for the Credit Information and Debt Collection Industry shall be observed for hourly workers unless otherwise provided in this Agreement.

### **2 § WORKING HOURS**

1. The regular working time shall be a maximum of 8 h/day up to a maximum of 40 h/week.
2. The employment contract shall set out the regular working hours.
3. The number of working days, the times when they are worked and the daily working time shall be confirmed as far as possible on a monthly basis in advance.

### **3 § ADDITIONAL AND OVERTIME WORK**

1. Additional work shall be paid for by the hour.
2. Work that exceeds the regular daily maximum working hours is overtime work.

### **4 § HOLIDAY COMPENSATION**

1. The holiday compensation payable in lieu of paid annual leave and the holiday bonus is:
  - a) 13.5% when the employment has lasted for less than a year
  - b) 17.0 % when the employment has lasted for at least a year
  - c) 19.0 % when the employment has lasted for at least 10 years
  - d) 21.0% when the employment has lasted for at least 15 years as of 31 March 1994.

2. When the employment ends, the holiday compensation is:
  - a) 9% when the employment has lasted for less than one year
  - b) 11.5% when the employment has lasted for at least a year
  - c) 12% when the employment has lasted for at least 10 years
  - d) 13.0% when the employment has lasted for at least 15 years as of 31 March 1994.
3. The holiday compensation is calculated:
  - a) on earnings during the holiday credit year determined according to the Annual Leave Act
  - b) on the previous year's holiday compensation
  - c) on the average pay for the period of a statutory maternity leave.

## **5 § MATERNITY AND ADOPTION LEAVE**

1. The employer shall pay salary for 3 months according to the average salary during the 6 previous months.

## **6 § EMPLOYEE'S ILLNESS**

1. If the number of working days, when they are worked and the working hours have not been confirmed in advance, the pay for a period of sickness is determined on the basis of the average salary during the previous 6 months.

## **7 § PAY**

1. A temporary transfer to a position requiring a higher minimum salary shall be compensated by paying the higher hourly wage required by the position during this period beginning on the day preceding the transfer.

## **8 § VALIDITY**

1. This Agreement shall be valid on equal terms with the Collective Agreement for the Credit Information and Debt Collection Sector.

## APPENDIX 2 EMPLOYMENT CONTRACT MODEL

<b>1. EMPLOYMENT CONTRACT PARTIES</b>	Employer's name		which in this Agreement is referred to as a company	
	Employee's name		which in this Agreement is referred to as employee	
	Social security number	The above mentioned employee agrees to receive compensation for work carried out for the above-mentioned company under the direction and supervision of the following conditions.		
<b>2. VALIDITY OF THE EMPLOYMENT CONTRACT</b>	Commencement date of employment			
	The employment contract is valid		<input type="checkbox"/> fixed-term	Until
	<input type="checkbox"/> until further notice			reason for fixed-term
<b>3. TRIAL PERIOD</b>	A 4-month probationary period is applied from the employment start date, during which time this Agreement may be cancelled by either party without compliance to the notice period.			
<b>4. WORKING HOURS AND WORKPLACE</b>	Regular working hours	Workplace		
	The company has the right to change these employment contract conditions only within the limits of its management powers.			
<b>5. OVERTIME WORK</b>	A staff member can carry out overtime work in accordance with the law and the Collective Agreement .			
<b>6. DUTIES</b>	<input type="checkbox"/> The employee starts work in the following duties and is obliged to carry out other work appointed by the employer within its management powers.		Duties:	
	<input type="checkbox"/> The following duties have been agreed with the employee to be carried out and he/she is obliged to carry out other work that is separately agreed, if particularly necessary.		Duties:	
<b>7. BASIC INFORMATION OF PAY</b>	Experience years at the start of employment                      y,                        mm			
	Salary at the beginning of the employment	Qualification class	Salary amount €/month/h	
<b>8. COMPLIABLE COLLECTIVE AGREEMENT</b>	In the employment, both parties comply with the salary and other work conditions in terms of existing laws, appropriately regulated internal guidelines and regulations of the company, as well as			
	<input type="checkbox"/> Collective Agreement for credit information and debt collection sector to the extent that better terms for the employee have not been agreed on in this Agreement.			
<b>9. DEROGATING TERMS AND CONDITIONS OF THE COLLECTIVE AGREEMENT</b>	Agreed work and place conditions that are better/not included in the Agreement  _____  _____			
<b>10. DATE AND SIGNATURE</b>	This Agreement has been drawn up in two identical copies, one of which is given to the employee and one remains with the company.			
	Place		Date	
Company representative's signature		Employee's signature		

## APPENDIX 3 ON-CALL WORK AS WELL AS CONTACT CENTER CUSTOMER SERVICE WORKING HOUR ORGANISATION

### 1 § Organisation of work

1. In customer service, regular working hours are placed from Monday to Friday, unless the provisions of this Agreement state otherwise.
2. Working hours in on-call service and Contact Center customer service tasks can also be placed on Saturdays. In customer service, tasks can be carried out on Saturdays, which are limited to phone calls or handling other contacts of the debtor.

#### **Protocol entry:**

The parties agree that, work carried on Saturdays will focus on handling the previously-mentioned tasks. In addition to these tasks, on Saturdays other jobs can be carried out, if the employee's working hours are not entirely used for handling the contacts of debtors. These other tasks can only be carried out, if the employee's working hours are sufficient to handle these tasks as well as handle the contacts of debtors.

3. Saturday work and its introduction and the principles of Saturday work must be discussed in cooperation negotiations. After the negotiations, the introduction of Saturday work requires that it is locally agreed with the shop steward. The agreement must be made in writing and must indicate the principles under which the Saturday work may be agreed upon with the individual employee. For practical implementations of working arrangements the individual circumstances are taken into account.
4. Regular Saturday work must be on a voluntary basis. Saturday work is agreed with the employer and the employee with a separate written employment contract appendix.

#### **Protocol entry:**

The parties agree that the employees with whom the contract applies to prior to this protocol entering into force, any possible Saturday work must be agreed upon separately in writing. Old employment contracts cannot be interpreted in such a way that they allow for regular Saturday work. The parties also agree that agreement is done on a voluntary basis. Refusal does not require explanations. The agreement referred to in the enterprise-level section 3 does not bind the individual employee to agree on Saturday work.

5. The shop steward has, with the employee's consent, the right to review the agreement made with him/her.

## **2 § Regular working hours on Saturdays**

1. When carrying out Saturday work, the employee's regular working hours is 40 hours per week. When carrying out Saturday work, the regular working hours are based on an average five-day working week. When carrying out Saturday work the maximum daily working time can be up to 10 hours.
2. The averaging period, when working on Saturdays, is six (6) weeks, during which time the working hours must be balanced out.

### **Protocol entry:**

Working hours can also be balanced out, if necessary, so that the leave corresponding to the work that exceeds the average 40 hours per week and over 5 working days per week, can be given immediately at the beginning of the averaging period of the following averaging period.

3. The employer shall prepare a precise shift list for the averaging period. The shift list is informed to the employee no later than two weeks prior to the commencement of the shift list. Due to a compelling reason related to the organisation of work, the shift list can, however, be informed to the employee no later than one week before the start of the shift list. The shift list that has been informed can only be amended with the employee's consent.

When preparing the shift list, the employees' need for continuous periods of days off, must be taken into account. If an employee's working time is placed on a Saturday, the second day off of the week is aimed to be given for the preceding Saturday or in connection with the following day off.

If possible, when preparing the shift lists, one (1) Saturday shift can be placed for the employee during a six-week period. However, this is not aimed to limit the employee from working on Saturdays, if he/she wants to personally do work on additional Saturdays.

4. The employee may, if they so wish, decide not to work on Saturdays during the summer. The summer period begins from Midsummer and ends in mid-August. If the employee does not want to work during the summer months, he/she must notify of this in good time, however, no later than one month before the start of the summer period.

## **3 § Termination of Saturday work agreement**

1. For a pertinent reason, an individual employee may give notice to terminate the agreement in writing within three (3) months.
2. An enterprise-level contractual party may give notice in writing to terminate the agreement to expire in three (3) months for a justifiable reason.



#### **4 § Saturday pay increment**

1. Regular working hours on Saturdays will be paid wages at an increase of 50%. The Saturday pay increment can be agreed to be exchanged partially or entirely for corresponding time off during regular working hours. The length of the time off is calculated in the same way as the increase in wages.
2. If the employee receives equivalent or better compensation for the work done on Saturdays, the Saturday pay increment is not paid.

#### **5 § Validity**

1. This Agreement shall be valid on equal terms with the Collective Agreement for the Credit Information and Debt Collection Sector

## LOCAL AGREEMENT ON SATURDAY WORK

1. Company	Name, business ID
2. Agreement subject	<p>2.1 This Agreement applies to Saturday work carried out in the company's Contact Center customer service.</p> <p>2.2 The limitations of this Agreement will not apply for carrying out on-call work. The Agreement also does not limit the hourly workers' working hours arrangements in accordance to the Collective Agreement's Appendix 1.</p>
3. Cooperation negotiations	Saturday work and its introduction and the principles of Saturday work are discussed in cooperation negotiations.
4. Commissioning Saturday work	<p>4.1 When carrying out Saturday work, the employee's regular working hours is 40 hours per week. When carrying out Saturday work, the regular working hours are based on an average five-day working week. When carrying out Saturday work the maximum daily working time can be up to 10 hours.</p> <p>4.2 The averaging period, when working on Saturdays, is six (6) weeks, during which time the working hours must be balanced out. It has been agreed within the company that the averaging period is ____ weeks.</p> <p>4.3 Working hours can also be balanced out, if necessary, so that the leave corresponding to the work that exceeds the average 40 hours per week and over 5 working days per week, can be given immediately at the beginning of the averaging period of the following averaging period. <u>Yes, in use (this section will remain in the agreement / No (this section is removed).</u></p> <p>4.4 The employer shall prepare a precise shift list for the averaging period. The shift list is informed to the employee no later than two weeks prior to the commencement of the shift list. Due to a compelling reason related to the organisation of work, the shift list can, however, be informed to the employee no later than one week before the start of the shift list. When preparing the shift list, the employees' need for continuous periods of days off, must be taken into account.</p> <p>4.5 If an employee's working time is placed on a Saturday, the second day off of the week is aimed to be given for the preceding Saturday or in connection with the following day off.</p> <p>4.6 If possible, when preparing the shift lists, one (1) Saturday shift can be placed for the employee during a six-week period. However, this is not aimed to limit the employee from working on Saturdays, if he/she wants to personally do work on additional Saturdays.</p> <p>4.7 If the employee wants to do Saturday work on more than one Saturday during the averaging period, he/she must notify about this _____ (the person or party to whom notice is given is described here, as well as how it is notified). The notification can be provided for (1) one averaging period at a time, (2) for a fixed-period or (3) it can be given until further notice.</p> <p>4.8 If an individual employee does not want to do Saturday work during the summer working period, he/she must give notice of this _____. The summer period begins from Mid-</p>

	summer and ends in mid-August.
5. Supplementary provisions for the placement of working hours	In addition to the above, the following has been agreed regarding Saturday work:
6. Replacement of Saturday pay increment	<p>6.1 The Saturday pay increment is primarily replaced with time off/cash payment (cross out the unnecessary option). An individual employee may agree to replace the Saturday pay increment by other means.</p> <p>6.2 The following has been agreed on within the company regarding keeping/saving time off:</p>
7. Agreement with employee	Saturday work and its commissioning must be agreed separately with the individual employee by using the employment contract model between the unions
8. Termination of the agreement	<p>8.1 An enterprise-level contractual party may give notice in writing to terminate the agreement to expire in three months for a justifiable reason.</p> <p>8.2 For a pertinent reason, an individual employee may give notice to terminate the Saturday work agreement in writing to take effect in three months. The notice to terminate the Agreement must be submitted in the company _____.</p>
9. Signatures	<p>Date and place</p>  <p>First name Surname Title</p> <p style="text-align: right;">First name Surname Shop steward</p>

## AGREEMENT ON SATURDAY WORK COMMISSIONING (EMPLOYMENT CONTRACT APPENDIX)

1. Company	Name, business ID, hereinafter referred to as the employer
2. Employee	First Name Last Name (ddmmyy- yyyy), hereinafter referred to as the employee
3. Commissioning Saturday work	<p>3.1 When carrying out Saturday work, the employee's regular working hours is 40 hours per week. When carrying out Saturday work, the regular working hours are based on an average five-day working week. When carrying out Saturday work the maximum daily working time can be up to 10 hours.</p> <p>3.2 When commissioning Saturday work the averaging period agreed on at a company level is observed.</p> <p>3.3 If an employee's working time is placed on a Saturday, the second day off of the week is aimed to be given for the preceding Saturday or in connection with the following day off.</p> <p>3.4 If possible, when preparing the shift lists, one (1) Saturday shift can be placed for the employee during a six-week period. If the employee wants to do Saturday work on more than one Saturday during the averaging period, he/she must notify about this according to the agreed practice within the company.</p> <p>3.5 If the employee does not want to work during the summer months, he/she must notify of this in good time according to the agreed practice within the company, however, no later than one month before the start of the summer period.</p>
4. Supplementary provisions for the placement of working hours	In addition to the above, the following has been agreed regarding Saturday work:
5. Replacement of Saturday pay increment	<p>5.1 The following has been agreed with the employee in terms of the replacement of the Saturday pay increment:</p> <p>a) the Saturday pay increment is replaced according to the company agreed practice. At the time of concluding this Agreement, the Saturday pay increment is replaced in the company in cash payments/time off (delete as appropriate).</p> <p>b) the Saturday pay increment is replaced in cash payments/time off (delete as appropriate)</p> <p>5.2 The following on principles of having time off/saving:</p>
6. Termination of the agreement	<p>For a pertinent reason, an employee may give notice to terminate the Saturday work agreement in writing to take effect in three months, by informing this in accordance to what is set in the company level agreement.</p> <p>Notification of the termination of Saturday work does not constitute the termination of employment, instead when the Saturday work agreement is terminated, the employee will continue to work during working hours in accordance to his/her employment contract.</p>
7. Signatures	<p>Date and place</p> <p style="text-align: center;">First name Surname Title</p> <p style="text-align: right;">First name Surname Employee</p>

## APPENDIX 4 SALARIES

### Minimum monthly salary for employees of the credit information and debt collection sector as of 1.8.2014

#### Helsinki, Espoo, Vantaa, Kauniainen

	<b>1.-2.</b>	<b>3.-4.</b>	<b>5.-7.</b>	<b>8.-11.</b>	<b>12.-15.</b>	<b>16.</b>
1	1 702	1 737	1 778	1 821	1 868	1 906
2	1 883	1 928	1 959	2 032	2 099	2 184
3	2 000	2 038	2 108	2 182	2 264	2 369
4.1.	2 090	2 156	2 247	2 332	2 425	2 536
4.2.	2 195	2 268	2 368	2 457	2 545	2 663
5.1.	2 387	2 488	2 591	2 703	2 813	2 949
5.2.	2 735	2 868	2 985	3 105	3 239	3 400

#### Rest of Finland

	<b>1.-2.</b>	<b>3.-4.</b>	<b>5.-7.</b>	<b>8.-11.</b>	<b>12.-15.</b>	<b>16.</b>
1	1 646	1 685	1 724	1 756	1 806	1 840
2	1 838	1 881	1 921	1 968	2 015	2 092
3	1 941	1 982	2 031	2 098	2 164	2 262
4.1.	2 013	2 075	2 154	2 235	2 315	2 419
4.2.	2 118	2 186	2 268	2 355	2 444	2 554
5.1.	2 292	2 376	2 484	2 581	2 683	2 815
5.2.	2 631	2 735	2 854	2 974	3 094	3 241

### Minimum hourly wages for employees of the credit information and debt collection sector as of 1.8.2014

#### Helsinki, Espoo, Vantaa, Kauniainen

	<b>1.-2.</b>	<b>3.-4.</b>	<b>5.-7.</b>	<b>8.-11.</b>	<b>12.-15.</b>	<b>16.</b>
1	11.05	11.27	11.57	11.85	12.18	12.42
2	12.29	12.59	12.82	13.30	13.78	14.36
3	13.11	13.35	13.88	14.35	14.90	15.60
4.1.	13.68	14.17	14.78	15.33	15.94	16.66
4.2.	14.44	14.93	15.59	16.17	16.75	17.50
5.1.	15.69	16.37	17.05	17.78	18.50	19.41
5.2.	17.99	18.86	19.63	20.46	21.33	22.35

#### Rest of Finland

	<b>1.-2.</b>	<b>3.-4.</b>	<b>5.-7.</b>	<b>8.-11.</b>	<b>12.-15.</b>	<b>16.</b>
1	10.67	10.92	11.20	11.41	11.76	11.99
2	11.98	12.24	12.55	12.87	13.21	13.70
3	12.66	12.98	13.30	13.78	14.24	14.89
4.1.	13.20	13.61	14.16	14.69	15.24	15.91
4.2.	13.93	14.39	14.93	15.48	16.08	16.81
5.1.	15.07	15.64	16.33	16.97	17.65	18.53
5.2.	17.30	17.99	18.79	19.56	20.35	21.34

**Minimum monthly salary for employees of the credit information and debt collection sector as of 1.8.2015**

Helsinki, Espoo, Vantaa, Kauniainen

	<b>1.-2.</b>	<b>3.-4.</b>	<b>5.-7.</b>	<b>8.-11.</b>	<b>12.-15.</b>	<b>16.</b>
1	1 709	1 744	1 785	1 828	1 875	1 914
2	1 891	1 936	1 967	2 040	2 107	2 193
3	2 008	2 046	2 116	2 191	2 273	2 378
4.1.	2 098	2 165	2 256	2 341	2 435	2 546
4.2.	2 204	2 277	2 377	2 467	2 555	2 674
5.1.	2 397	2 498	2 601	2 714	2 824	2 961
5.2.	2 746	2 879	2 997	3 117	3 252	3 414

Rest of Finland

	<b>1.-2.</b>	<b>3.-4.</b>	<b>5.-7.</b>	<b>8.-11.</b>	<b>12.-15.</b>	<b>16.</b>
1	1 653	1 692	1 731	1 763	1 813	1 847
2	1 845	1 889	1 929	1 976	2 023	2 100
3	1 949	1 990	2 039	2 106	2 173	2 271
4.1.	2 021	2 083	2 163	2 244	2 324	2 429
4.2.	2 126	2 195	2 277	2 364	2 454	2 564
5.1.	2 301	2 386	2 494	2 591	2 694	2 826
5.2.	2 642	2 746	2 865	2 986	3 106	3 254

**Minimum hourly wages for employees of the credit information and debt collection sector as of 1.8.2015**

Helsinki, Espoo, Vantaa, Kauniainen

	<b>1.-2.</b>	<b>3.-4.</b>	<b>5.-7.</b>	<b>8.-11.</b>	<b>12.-15.</b>	<b>16.</b>
1	11.09	11.32	11.62	11.90	12.23	12.47
2	12.34	12.64	12.87	13.35	13.84	14.42
3	13.16	13.40	13.94	14.41	14.96	15.66
4.1.	13.73	14.23	14.84	15.39	16.00	16.73
4.2.	14.50	14.99	15.65	16.23	16.82	17.57
5.1.	15.75	16.44	17.12	17.85	18.57	19.49
5.2.	18.06	18.94	19.71	20.54	21.42	22.44

Rest of Finland

	<b>1.-2.</b>	<b>3.-4.</b>	<b>5.-7.</b>	<b>8.-11.</b>	<b>12.-15.</b>	<b>16.</b>
1	10.71	10.96	11.24	11.46	11.81	12.04
2	12.03	12.29	12.60	12.92	13.26	13.75
3	12.71	13.03	13.35	13.84	14.30	14.95
4.1.	13.25	13.66	14.22	14.75	15.30	15.97
4.2.	13.99	14.45	14.99	15.54	16.14	16.88
5.1.	15.13	15.70	16.40	17.04	17.72	18.60
5.2.	17.37	18.06	18.87	19.64	20.43	21.43

# APPENDIX 5 COLLECTIVE AGREEMENT'S PROTOCOL OF SIGNATURE

## 1. Preamble

On 30.8.2013, the central organisations have reached the negotiations outcome regarding the Pact for Employment and Growth, as well as on 25.10.2013 confirmed its entry into force.

On 17.10.2013 the credit information and debt collection sector's collective agreement parties have reached the negotiations outcome regarding the renewal of the credit information and debt collection sector's collective agreement according to the central organisations' Pact for Employment and Growth. According to the negotiations outcome, the collective agreement parties have agreed that the credit information and debt collection sector's collective agreement will be renewed according to the negotiations outcome as follows:

## 2. Term of agreement

The term of agreement is composed of two agreement periods.

The first agreement period starts on 1.4.2014 and ends on 31.1.2016.

The second agreement period starts on 1.2.2016 and ends on 31.1.2017.

## 3. Salary increases

### 3.1. First agreement period

#### 3.1.1. Year 2014

Monthly salaries are increased on 1.8.2014 or rather from the beginning of the following pay period with a general increase of 20 euros. Hourly wages shall be increased in the corresponding period at a general increase of 13 cents.

Salary tables are increased from 1.8.2014 according to the general increase. The new table salaries are attached to the Protocol of Signature.

Task and qualification increments shall be increased from 1.8.2014 by one percent. From 1.8.2014, the amount of the task increment and qualification increment is at least 84.80 euros.

The shop steward premiums are increased by 5 percent from 1.8.2014. Occupational safety representatives' premiums are increased by 5 percent from 1.8.2014.

### 3.1.2. Year 2015

Salaries are increased on 1.8.2015 or rather from the beginning of the following pay period with a general increase of 0.4 percent.

The table salaries will be increased with a general increase of 0.4 percent from 1.8.2015.

### 3.2. Second agreement period

The labour union confederations will meet up in June 2015 to review the general financial situation, implementation of the structural reformations, development of employment, export and competitiveness, as well as factors effecting these. Whenever necessary, the in-come and cost development information committee and third party experts are used for clarification purposes. On the basis of the review, the labour unions agree on the salary solution's cost effect and implementation date for the second period.

## 4. Changes to the text

The agreed changes to the text of the Collective Agreement are attached to this Protocol of Signature.

Changes were agreed to be directly implemented in the Collective Agreement.

## 5. Miscellaneous provisions

The Contracting Parties agree that prior to the beginning of the agreement term, any spelling mistakes of other mistakes in the Collective Agreement will be corrected.

The unions emphasise the importance of preparing an equality plan. The unions recommend that an equality plan is prepared at the workplace according to the Equality Act, together with the staff representatives, and the related salary survey is implemented. In the assessment of gender impact, it is recommended that provisions indirectly discriminating men and women, as well as situations and structures leading to inequalities, are taken into account.

The unions provide common guidance for arranging professional skill promoting training in accordance with the principles of the development operational model.

## 6. Working group

The Contracting Parties shall establish a Working Group for the duration of the agreement period, which will have the task of dealing with the following issues:

The Contracting Parties shall investigate the possibilities of commissioning so-called replacement and light work in order to reduce the amount of sick leaves and to facilitate re-



turning to work. The purpose of the working group is to prepare common guidelines for the unions of the procedures to be followed in connection with the possible commissioning of replacement and light work. On the proposal of the working group, entries on replacement and light work can be implemented in the Collective Agreement.

The Contracting Parties shall assess the effects of the Collective Agreement for both genders in accordance to the central labour market organisations' recommendation. The unions recommend that the effects of the local agreement for both sexes are assessed at workplaces.

The Contracting Parties will continue in the working group the clarification in terms of the development of the salary system. The working group may carry out orders given by the parties related to statistics, as well as make the development of the sector's salary statistics more comprehensive, and monitor the functionality of the sector's salary system. The working group's task is to develop the Collective Agreement's salary, specifically the agreement provisions related to the qualification classes. The working group aims to draw up a proposal for a possible reform of the salary system during the agreement period.

During the term of agreement the contracting parties will explore the development of logging working hours, as well as changing the daily working time to 7.5 hours and the weekly working time to 37.5 hours, as well as the potential impact of these changes in their entirety. The working group should also clarify whether it is necessary in the Collective Agreement, in terms of irregular work, to take into use the calculation rule regarding absence pay more widely. The working group will aim to complete the clarification work before the following term of agreement, so that the potential changes can be taken into account in the new Collective Agreement from 1.4.2014 onwards.

The working group will determine the functionality of the sector's working time practices, as well as the possibilities for introducing various flexible working time models. The working group may also investigate the functionality of the entries regarding Saturday work, and possible needs for changes.

The working group shall also explore the possibility of consolidating the hourly wages divisor with 152.

The working group's deadline in the previous mentioned issues is 31.1.2016, unless otherwise agreed above.

## **7. Binding power of the Agreement**

If the central labour market organisations do not reach mutual agreement by 15.6.2015 about the second period's agreement increases according to the Pact for Employment and Growth, the signatory Collective Agreement parties may terminate this Agreement to end at the end of the first agreement period, in accordance with a four month notice period.

## **8. Miscellaneous Provisions**

A personal monthly and hourly salary is referred to as the monthly payment of money to the employee, which consists of the table salary, qualification increments and other regularly paid increments, which are not dependent on work tasks (task increments) or circumstances (Saturday, evening, night and shift increments, on-call, emergency and telephone compensation).

This Agreement does not alter the practice of the company employees' dining. The employer is, however, obliged to organise dining.

Recovery breaks for employees in phone service or other device work are subject to local agreement. The chief shop steward and occupational safety delegate shall be entitled to use the company's standard office facilities and Internet connections (e-mail).

## **9. Signatures**

Helsinki, 8th November 2013

SERVICE SECTOR EMPLOYERS PALTA

TRADE UNION PRO

## **APPENDIX TO THE PROTOCOL OF SIGNATURE SECTORAL**

### CHANGES TO THE TEXT

#### **8 § Reduced working time**

Guidelines added to section 1.

Application relating to part-time employees on a monthly salary and hourly employees:

The working hours reduction must be provided as two paid holidays, if the employee so requests. A part-time employee on a monthly salary working regularly five days a week and the same amount of working hours each day, is entitled to receive his/her regular monthly salary for days off. In other cases, if the part-time salaried employee wants to keep two days off, his/her daily salary is determined by proportioning the working hours and wages according to his/her employment contract to full-time working hours and wages. If a part-time employee has not been determined fixed weekly working hours, it can be determined, for the implementation of working time reduction, by calculating his/her average weekly working hours for the previous 6 months.

#### **22 § Annual leave**

A new section 7 is added

If the employee's working hours and respectively their salary has changed during the holiday determination period in accordance to the Phrase 1 of Section 10.4 of the Annual Holidays Act, the salary of the annual holiday is calculated with a day value of 0.38%. The holiday pay is calculated on the basis of the paid or payable salary for the actual working hours, excluding any emergency work or increases paid for overtime work according to regulations or an agreement.

**Protocol entry:**

This provision shall apply from 1.4.2013 for earned annual leaves.

#### **29 § Short temporary absence**

A new subparagraph c) is added to section 1

acute illness of a child under 18 years old afflicted by a serious illness; 1 day

**Protocol entry:**

Severe illnesses or injuries are leukaemia and other malignant tumours, severe heart defects, severe injuries and burns, difficult cases of diabetes and beginning phase of diabetes care, severe mental disorders, severe mental retarda-

tion, severe bronchial asthma and severe rheumatoid arthritis, as well as the other diseases, injuries and pathological conditions comparable to the above-mentioned diseases.

The listing of the amended subparagraphs is changed according to the changes.

### **Shop steward agreement 2 §**

A new section 9 is added

If local agreement is not reached regarding the selection of a shop steward, the matter may be submitted to the unions to be solved. If the unions do not reach an agreement, the matter is settled according to section 36 of the Collective Agreement.

### **Shop steward agreement 6 §**

Subparagraph k) in section 2 is changed to read:

The increments paid to the employee (euro information is broken down separately for each increment).

### **Shop steward agreement 9 §**

Section 4. The employer pays the chief shop steward and the negotiating shop steward regularly a shop steward increment on a monthly basis, which is added to the monthly basic salary, and the amount of which is:

Chief Shop Steward Number of salaried employees	Shop steward increment from 1.8.2014 (€)
30 – 49	163
50 – 99	216
100 - 199	261
200 – 349	269
350 – 499	321
500 – 699	391
700 –	426

Negotiating shop steward Number of salaried employees	Shop steward increment from 1.8.2014 (€)
20 - 29, if the only negotiating ss	130
30 – 49	130
50 - 199	163
200 -	205

## Cooperation Agreement 7 §

Section 12. The chief occupational safety delegate and the occupational safety delegate are paid a regular monthly salary with compensation as follows:

Chief occupational safety delegate Number of employees	Compensation from 1.8.2014 (€)
30 – 49	74
50 – 99	98
100 - 199	137
200 -	171

Occupational safety delegate Number of employees	Compensation from 1.8.2014 (€)
10 – 49	50
50 – 99	62
100 -	74

### **Add a new 10 a § Recommendation on the identification, evaluation, as well as elimination of work minded risks**

The unions recommend that the employers tied to the Collective Agreement, together in cooperation with the occupational safety organisation, taking the nature of work and activities into consideration sufficiently, clarify and identify the hazard and risk factors caused by work, working hours, work area, other working environment and working conditions, as well as assess, if they cannot be eliminated, their impact on the employees' safety and health.

To eliminate occupational hazard and risk factors at work, it is recommended that a plan is prepared, and its implementation is monitored and the need for any additional measures is assessed in cooperation.

To eliminate harm and hazards, the occupational health care expertise is utilised, where appropriate.

Signatures

Helsinki, 8th November 2013

SERVICE SECTOR EMPLOYERS PALTA

TRADE UNION PRO

## **APPENDIX 6 UNIONS' RECOMMENDATION FOR THE DEVELOPMENT OF COOPERATION**

Prior to the termination of employment, the negotiations between the employer and employee aim to take into account the available opportunities for continuing existing employments.

## APPENDIX 7 JOB DESCRIPTION FORM

### CREDIT INFORMATION AND DEBT COLLECTION SECTOR

Job description for the purpose of determining qualification class and task increment criteria

Job Title:

Date:

1. Statement and general characterisation **of the main task in whole** and its contents. (The main job is the work ensemble, which is done for other half of the working time.)

2. Statement and general characterization of the work other than the main job ensemble.

3. **Consideration:** How independently, according to what kind of instructions, and under what discretionary circumstances, is the work done in.

4. **Interaction:** The necessary interaction, sales, negotiation and other such skills required for the work.

5. The **capability, knowledge and skills** required for the work.

6. Qualification class:

7. Task increment criteria and amount:

## APPENDIX 8 QUALIFICATION CLASS TABLE

	Basic tasks (qc 2)	Occupational tasks (qc 3)	Professional tasks (qc 4.1.)	Professional tasks (qc 4.2.)	Expert tasks (qc 5.1)	Expert and managerial tasks (qc 5.2)
<b>General overview</b>	Customer service support task or other basic task of similar difficulty	Typical occupational task of the credit information or debt collection sector.	Professional task of the credit information or debt collection sector	Challenging professional task, supervisor task of a team or a working group of the credit information or debt collection sector	Expert or supervisor task, which includes the responsibility of a sector or operation	Challenging expert task, managerial or executive position with significant responsibility of a sector or function and developing, designing or leading it
<b>Decision making</b>	<p><b>Fulfilling</b></p> <p>The work is done according to instructions rather in similar and recurrent work situations.</p> <p>The work and compliance with instructions is monitored</p>	<p><b>Selective</b></p> <p>The work is done according to general instructions, separate instructions and models in varying work situations.</p> <p>Progress is monitored.</p>	<p><b>Adaptable</b></p> <p>The work is done according to general instructions and operational models, and requires consideration of various possible solutions.</p> <p>Monitoring is mainly based on the assessment of work outcome</p>	<p><b>Adaptable</b></p> <p>The work is done according to general instructions and assignments, and requires consideration of various possible solutions.</p> <p>Monitoring is mainly based on the assessment of work outcome</p>	<p><b>Independent</b></p> <p>The work is done according to set objectives and plans in challenging situations.</p> <p>Monitoring is based on customer feedback and the assessment of work outcome</p>	<p><b>Independent and responsible</b></p> <p>The work is done according to set objectives and plans in challenging situations.</p> <p>The work includes independent responsibility of fulfilling set objectives by designing, managing, and improving the relevant sphere of responsibilities.</p> <p>Monitoring is based on the assessment of work outcome</p>
<b>Interaction</b>	The work requires normal workplace interaction	The work requires normal workplace interaction and customer service skills	The work requires negotiation and guiding skills	The work requires negotiation and influential skills	The work requires negotiation and influential skills in difficult negotiations and other interactive situations	The work requires management and motivation skills, which aim to, for example, influence a significant change.
<b>Knowledge and skills</b>	<p>The work requires general skills, general professional knowledge of own domain and work practices.</p> <p>Skills are based on workplace learning.</p>	<p>The work requires skills in handling information and work practices of the credit information and debt collection sector professionally.</p> <p>Skills are based on appropriate training and work experience</p>	<p>The work requires good skills in handling information and work practices of the credit information and debt collection sector professionally.</p> <p>Skills are based on appropriate training and good career experience</p>	<p>The work requires advanced skills in handling information and work practices of the credit information and debt collection sector professionally, analysing skills, as well as application skills for comprehensive and complicated guidelines and provisions.</p> <p>Skills are based on appropriate training and good career experience</p>	<p>The work requires diverse knowledge of the credit information and debt collection sector, analysing skills, and specific skills of handling information in own domain.</p> <p>Skills are based on appropriate training and strong career experience or theoretical qualification.</p>	<p>The work requires advanced knowledge of the credit information and debt collection sector and skills to apply the theoretical information of own expert domain to the operation environment and work processes.</p> <p>Skills are based on appropriate training and strong career experience or theoretical qualification.</p>



## **APPENDIX 9 SHOP STEWARD AGREEMENT**

### **1 § Implementation of the Agreement**

1. The Agreement shall be applied in companies that are bound by the terms of the Collective Agreement for the Credit Information and Debt Collection Sector.

### **2 § Shop steward**

1. A shop steward means a shop steward and deputy shop steward who are elected by organised employees from amongst their number.
2. A workplace shop steward means an employee who is elected from among the organised employees of a workplace comprised of one or more branch offices or departments for the purpose of attending to the duties mentioned in this Agreement.
3. In companies having at least 100 employees falling within the scope of the Collective Agreements for the Credit Information and Debt Collection Sector, as well as in companies that are identified separately by the contracting parties, the organised employees can elect shop stewards for regionally or functionally independent units; hereinafter the name negotiating shop steward shall be used in reference to them.
4. In companies having at least 30 employees falling within the scope of the Collective Agreements for the Credit Information and Debt Collection Sector, the organised employees can elect a special shop steward who represents all the organised employees of the company and is referred to hereinafter as the chief shop steward.
5. In companies that do not have a chief shop steward, a shop steward representing all the company's organised employees shall be elected, the said representative being referred to hereinafter as the negotiating shop steward.
6. For the shop stewards mentioned above in Paragraphs 2–5, a deputy shop steward can be elected who, whenever the shop steward is unable to exercise his/her duties, shall act as an alternate and during such time has the rights and obligations of a shop steward.
7. The shop steward referred to in this Agreement must reside in Finland, be a permanent employee of the relevant company or workplace, who works in the scope of the Collective Agreements for the Credit Information and Debt Collection Sector, and is a member of Trade Union Pro, and is familiar with the workplace conditions.
8. Should the operations of the company or its functional unit undergo an essential reduction or expansion or as the result of a transfer, merger or incorporation of the business or a comparable essential organisational change, the shop steward organisation shall be brought into line with the size and structure of the company or its organisational unit that has undergone such a change in accordance with the principles set out in this Agreement.

9. If local agreement is not reached regarding the selection of a shop steward, the matter may be submitted to the unions to be solved. If the unions do not reach an agreement, the matter is settled according to section 36 of the Collective Agreement.

### **3 § Election of a shop steward**

1. The election of a shop steward can be carried out during working hours at the workplace, in which case an opportunity must be reserved for all organised employees to take part in the election. Organising and carrying out the election must nevertheless not disturb normal working. The time and place of the election must be agreed with the employer no later than 14 days before the ballot. The ballot shall be attended to mainly by the shop steward or, if he is unable to exercise his duties, by the deputy shop steward, if applicable. The time necessary for these officials to carry out the ballot shall be counted as time spent on the exercise of the shop steward's duties.
2. The employer shall be informed in writing of the shop steward elected and any deputy as well as of their resignation or dismissal.

### **4 § Shop steward's employment**

1. As a condition for carrying out the shop steward's duties successfully, this Agreement sets out the factors related to the shop steward's employment relationship which differ from the terms of employment of other employees. In other respects, a shop steward is in the same position in the job relationship with his/her employer as are other employees. The shop steward is responsible for personally observing general terms of employment and working hours, line management's regulations as well as rules of order at the workplace.
2. The shop steward's opportunities for development and career advancement must not be weakened due to acting as a shop steward.
3. An employee acting as a shop steward must not, whilst exercising these duties or because of them, be transferred without their consent to more poorly paid work or without an especially weighty reason to another job than they held at the time of being elected shop steward and they must not be coerced or dismissed because of their position as a shop steward.
4. If the ordinary work of a person elected shop steward interferes with the exercise of the shop steward's duties, other work shall be arranged for him or her, taking into account the conditions of the company or its operating unit and the shop steward's professional skill. Such an arrangement may not cause reduction in his/her earnings.
5. The trend in the shop steward's income must be in line with the trend in income of identical persons in the credit information and debt collection sector.

**Protocol entry:**

Identical persons' trend in income refers to the fact that the same person's wage changes are measured over time. In this section, this means two consecutive years.

6. If the company's labour force is cut or laid off for economic or production-related reasons, the arrangements observed must be such that the shop steward is the last to be affected by such a measure. If the shop steward cannot be offered work corresponding to his professional qualifications or competence, a departure from this stipulation can be made. If the shop steward considers that he/she has been terminated or laid off against the provisions set out above, he shall have the right to demand that the matter be settled between the organisations.
7. Otherwise a shop steward's employment contract shall not be terminated under legal grounds for termination without observing the provision on consent of a majority of the employees, as required by the Employment Contracts Act, Chapter 7, Section 10, Subsection 1, which is to be ascertained by Trade Union Pro.
8. The shop steward's employment relationship must not be terminated on the grounds that the shop steward has violated the rules of order set out in the Employment Contracts Act, Chapter 3, Section 1. Nor may the shop steward's employment be terminated on the grounds of sickness without observing the full period of notice for terminating employment.
9. In assessing the grounds for terminating the employment contract, the shop steward must not be placed in a weaker position compared with other employees.
10. The provisions of this paragraph must also be applied to a candidate for shop steward, who has been informed to the employer in writing. Protection for a candidate nevertheless shall begin no earlier than 3 months before the start of the term of office of the shop steward who is to be elected and end, for any candidate other than the shop steward elected in a ballot, when the result of the election has been established.
11. In respect of an employee who has acted chief shop steward, the provisions of this paragraph shall also be applied for 6 months after the end of their term as shop steward.
12. A shop steward must be informed of the termination of his or her employment at least a month before the commencement of the period of notice according to the Collective Agreement. The reason for the termination must be entered in the notice of redundancy or dismissal given to the shop steward. The employer shall also inform Trade Union Pro of the notice given to the shop steward.
13. If the shop steward's employment contract has been terminated in violation of the present Agreement, the employer shall pay compensation to the shop steward to a minimum amount of 10 months and a maximum of 30 months of salary. The compensation is to be set on the same grounds as are prescribed in the Employment Contracts Act, Chapter 12, Section 2, Subsection 2. Violation of the rights under this

Agreement shall be taken into account as a factor that increases the amount of compensation. If the court considers that the prerequisites for continuing the employment or for reinstating an already terminated employment relationship exist and the employment is not continued irrespective of this, this factor shall be taken into account as an especially weighty reason in setting the amount of compensation.

## **5 § Shop steward's duties**

1. The primary duty of a shop steward is to act as the representative of the organised employees who are bound by the terms of the relevant collective agreement in matters concerning application of the collective agreement.
2. The shop steward represents the organised employees in matters concerning the application of labour legislation and generally in issues connected with relations between the employer and employees as well as development of the company. It is furthermore a task of the shop steward to play a part in maintaining and developing negotiation and co-operation activities between the company and the staff.

## **6 § Shop steward's right to obtain information**

1. If any unclear point or disagreement arises concerning employees' salary or other employment-related matters, the shop steward shall be given all information that has a bearing on adjudicating on the case at issue.
2. The shop steward shall receive in writing the following information on all the company's employees:
  - a) the first and last names of the employees
  - b) the place of work (organisational department/branch office)
  - c) time of entering into employment
  - d) employees whose contract has been terminated, reduced to part-time and laid-off
  - e) the number of fixed-term employees and the agreed duration of the employment relationships
  - f) the number of full- and part-time employees
  - g) the number of staff who have been employed for half a year and can be called to work separately or are other temporary employees
  - h) a statement of the information that is collected during hiring and changes in it
  - i) a statement setting out the grounds for making use of fixed-term and part-time employment contracts for employees

- j) the job qualification class to which the employee or the work performed belongs to
  - k) the increments paid to the employee (euro information is broken down separately for each increment)
3. The shop steward shall receive the information once a year at times that are agreed locally. The shop steward shall receive information on new employees every six months.
4. In addition, the chief shop steward shall receive annually by 15.5. information on the following matters based on salary statistics for the previous October:
- a) income levels for all recorded full-time employees, separately for men and women, as well as in total
  - b) the above information also in respect of identical employees
  - c) income levels' standard deviation figures, i.e. the lowest and the highest quartile, as well as the median
  - d) average earnings per job title
  - e) qualification class distribution (the number of employees and average income levels separately for women and men, as well as in total)
  - f) amount of qualification increments and average
  - g) amount of task increments and average

Data that applies to groups that are smaller than five individuals, are not provided.

The manner in which the above-mentioned information is made available to other shop stewards as well shall be agreed locally.

5. For the purpose of monitoring salary appraisals and the distribution of local amounts, the Company must provide the chief shop steward with the salary amounts for the month before the salary increase and the month of the salary increase for the identical staff that the Collective Agreement for the Credit Information and Debt Collection Industry applies to. Identical trend in income refers to the fact that the same staff's wage changes are measured over time. In this section identical staff means persons who are covered by the payment of wages in consecutive months of salary, as well as at the time of the preceding months.

The said salary totals shall be notified separately for supervisory or specialist grades (5.2) and for salaried employees in companies with no fewer than 10 employees at both supervisory or specialist grades and at salaried employee grades. The chief shop steward shall also be informed of the number and size of salary increases made.

6. If the company has a chief shop steward, the above-mentioned information shall be given to him or her. If, apart from a chief shop steward, the company has negotiating shop stewards, the information shall be furnished to them too in a manner to be agreed locally. At the same time, it is agreed that the above-mentioned information in terms of business and other corresponding areas, are submitted to the negotiating shop stewards. In companies that do not have a chief shop steward, the above-mentioned information shall be given to the negotiating shop steward.
7. The shop steward shall have the same right as the shop steward prescribed in the relevant legislation to familiarise him/herself with a list setting out emergency and Sunday work, overtime work and the increased wages paid for them.
8. The shop steward must keep confidential the information he/she has received for attending to his tasks on the basis of the above.

## 7 § Shop steward's exemption from work

1. If the number of employees represented by the shop steward, their job turnover or the number of their work stations call for excusing the shop steward from his/her ordinary work for the purpose of attending to shop steward duties, the company shall reserve for the shop steward, and particularly for a negotiating shop steward and chief shop steward, sufficient working time and, if necessary, an excused absence from work on a regular basis for the purpose of attending to the shop steward duties in a manner to be agreed locally.

When assessing the need for job release required for shop steward duties attention shall be paid to the foregoing duties and also, in particular, to the volume of duties arising from the salary system, and the shop steward shall be granted the locally agreed additional job release that is required for these duties.

### Protocol entry:

As a guideline for the local agreement and in order to cover disagreement situations, the parties have drawn up the following guidelines which also take into account the time that must be spent on implementing the cooperation procedure:

Number of salaried employees	Prescribed amount of excused absences from work (hours/week)
------------------------------	--

### Chief Shop Steward

30 – 49	4 – 6
50 – 99	6 – 8
100 – 149	8 – 10
150 – 199	10 – 13
200 – 999	13 – 19
1000 –	Completely exempt

### **Negotiating shop steward**

20 – 49	3 – 4
50 – 99	4 – 5
100 – 199	5 – 6
200 –	6 – 7

Attending to the shop steward duties shall be facilitated by creating a deputy system that is agreed on a local basis.

2. The employer and the shop steward shall agree together on when the excused absence mentioned in Paragraph 1 above shall be granted. In doing so, account shall be taken of the company's operational requirements, whilst ensuring that the shop steward duties can be attended to duly and properly.
3. Within nationwide companies, the chief shop steward and negotiating shop stewards, furthermore, have the right to hold a meeting of a maximum of one working day in length once a year at a locally agreed time and in an agreed place, for which they shall be reimbursed for the costs incurred in accordance with the company's travel policy. The meeting shall be convened by the employer and its agenda shall include a meeting together with the employer's representatives and the chief shop stewards as well as the negotiating shop stewards and a meeting among the above-mentioned shop stewards, to which the greater part of the available time will be devoted.

### **8 § Shop steward's storage and office space**

1. The shop steward shall have the right to receive storage space for the documents and office equipment that are necessary for carrying out his/her duties. The chief shop steward and negotiating shop steward shall have the right to use, if necessary and at no charge, appropriate office space that can be made available to the shop steward, if the employer possesses such facilities. The shop steward shall have the right to use the office equipment in such office space for attending to the shop steward duties agreed together with the employer.
2. If the shop steward works in a customer service capacity or they cannot otherwise attend to the shop steward duties at their ordinary work station, appropriate work space shall be provided for the shop steward.

### **9 § Compensation for lost income**

1. The employer shall compensate for the income that the shop steward loses during working hours either in local negotiations with the employer's representative or in carrying out other tasks agreed with the employer.

2. If the shop steward carries out tasks agreed with the employer outside his/her regular working hours, overtime compensation shall be paid for the time thus lost or it will be agreed with the employee of an alternative additional compensation.
3. If the shop steward is called upon by the employer to travel in order to attend to the duties agreed with the employer, the shop steward shall be paid compensation for travel costs in accordance with the company's travel policy, but nevertheless in such a way that the employee's actual costs are covered.
4. The employer pays the chief shop steward and the negotiating shop steward regularly a shop steward increment on a monthly basis, which is added to the monthly basic salary, and the amount of which is:

**Chief Shop Steward**

Number of salaried employees	Shop steward increment from 1.8.2014 (€)
30 – 49	163
50 – 99	216
100 – 199	261
200 – 349	269
350 – 499	321
500 – 699	391
700 –	426

**Negotiating shop steward**

Number of salaried employees	Shop steward increment from 1.8.2014 (€)
20 - 29, if the only negotiating ss	130
30 – 49	130
50 - 199	163
200 –	205

5. The above-mentioned shop steward increment shall be paid to deputy shop steward, who attend to the chief shop steward's duties for a period of at least 4 weeks.

**10 § Shop steward training**

1. In order to facilitate participation in one-month or shorter courses that are connected with shop steward activities and are jointly arranged or approved by the contracting parties or their co-operation bodies, the employer is obligated to excuse the shop steward from work without suspending the employment relationship if this can be done without substantial detriment to the company's operations. If this cannot be done, the shop steward shall be informed, no later than 10 days before the start of the course, of the reason why release from work would cause substantial detriment. Notification of intention to participate in a course must be made at least 2 weeks be-



fore the start of the course for a course lasting a maximum of one week and at least 6 weeks in advance in the case of a longer course.

2. The chief shop steward, deputy chief shop steward, negotiating shop steward and workplace shop steward shall have the right to participate in shop steward courses without a reduction in their salary.
3. When a shop steward participates in training activities that have been arranged or approved by the contracting parties together or their co-operation bodies and deal with labour protection, rationalisation, human resources management, business economics or other such subjects, the employer shall compensate for both their lost income and the costs incurred in undergoing the training.
4. Attending the courses set out above in this section must not lead to a suspension of the employment relationship or reduction in annual leave, pension or other comparable benefits.
5. After a chief shop steward's and a negotiating shop steward's term of office comes to an end, the shop steward and the employer shall ascertain jointly whether maintaining the employee's professional skill calls for vocational training for the previous job or an equivalent one. The employer will organise training that is required. In settling on the content of the training, attention shall be paid to the excused absences from work, the duration of the shop steward period and the changes in working methods that have taken place during that time.

## **11 § Negotiation procedure**

1. In issues concerning the performance of work and its technical arrangement, the employee must take the matter up directly with line management.
2. Disputes concerning pay and other terms of employment shall be settled in local negotiations.
3. The shop steward and employee must be informed of who is acting as the employer's representative in local negotiations and of what the representative's area of responsibility and authority are if these are limited to certain subject groups regionally or in respect of personnel matters.
4. Negotiations for looking into and settling a dispute must be started without delay after a negotiation request has been presented. If the negotiations cannot be started immediately, the shop steward must be informed of the reason for this and the time when the negotiations will be started. The negotiations must be conducted appropriately without a prolonged taking of stands.
5. The dispute must first be dealt with between the employer's representative and the employee or the shop steward concerned. In dealing with a dispute at a particular workplace, the factual circumstances of the dispute shall be ascertained and, as far as possible, a position shall be taken, presenting the arguments for it, on the issue in dispute.

6. Unless the dispute can be resolved in this way, it shall be negotiated between the negotiating shop steward and a local representative named by the employer. Should a joint understanding fail to be reached in these negotiations or if the company does not have negotiating shop stewards, the matter shall be negotiated between the chief shop steward and the employer's representative.
7. If a common understanding is not reached, a memorandum must be drawn up on the negotiations between the chief shop steward and the employer's representative or, in companies where there is no chief shop steward, on the negotiations between the negotiating shop steward and the employer's representative. The memorandum shall be prepared without needless delay and signed in two copies, one of which is given to each party. The memorandum must set forth the subject of the dispute with details thereof, the factual circumstances connected with the dispute as well as the positions of the parties and the arguments for them. In companies that have a chief shop steward, the negotiating shop steward or the employer's representative can demand the preparation of a memorandum.
8. If a common understanding is not reached locally, either of the parties can submit the matter in dispute for settlement by the contracting parties, i.e. the unions.
9. If the dispute concerns the termination of the employment of a shop steward as set out in this Agreement, local and inter-organisation negotiations must furthermore be started and carried out without delay after the grounds for the termination have been contested.

## **12 § Shop steward's being prevented from attending**

1. The chief shop steward shall be deemed incapacitated to perform his duties, for the duration of family leaves, study leaves, job alternation leaves or other unpaid absences, if any of the above-mentioned absences lasts longer than six weeks. If the chief shop steward is prevented from exercising his duties, the deputy chief shop steward, at the time, shall take over his/her duties. The shop steward compensation shall be paid to the deputy chief shop steward for such period of time.
2. The unions recommend that the employer shall, without undue delay, make a written declaration of the shop steward being prevented from attending. The notification can be made by the shop steward, deputy shop steward or other union representative.

## **13 § Validity**

1. This Agreement shall be valid on equal terms with the Collective Agreement for the Credit Information and Debt Collection Sector.

## **APPENDIX 10 TRAINING AGREEMENT**

### **1 § VOCATIONAL ADVANCED, SUPPLEMENTARY AND RETRAINING**

1. When the employer provides vocational training for an employee or sends an employee to training workshops or sessions connected with his/her profession, the costs of the training and the lost income from regular working hours shall be compensated.
2. When the training takes place outside working hours, the time spent is not counted as working hours, but the employee is compensated for the direct costs of the training.

### **2 § JOINT TRAINING**

1. The training specified in co-operation agreements shall generally be given on a company-by-company basis.
2. Agreement on participation in the training shall be made company by company through a co-operation body or, if no such body exists, between the employer and the shop steward.
3. Participation in joint training shall be compensated as training according to Section 1.

### **3 § TRADE UNION TRAINING**

#### **3.1. Right to participate**

1. The shop steward's right to participate in trade union training is determined in accordance with the Shop Steward Agreement.
2. The occupational safety delegate and a member of the occupational safety committee shall have the right to attend approved occupational safety courses.

#### **3.2. Compensation**

1. The shop steward, occupational safety delegate and members of the occupational safety committee attend courses approved by the Training Working Group without incurring a reduction in their pay.

### **4 § UNIONS' TRAINING WORKING GROUP**

1. A Training Working Group shall be set up to ensure implementation of the Agreement.

2. Requested information shall be furnished to the Training Working Group before courses are approved.
3. The condition for an approved course is a jointly observed training need.
4. The Training Working Group can also approve courses at any time during the year.

## **5 § VALIDITY**

1. This Agreement shall be valid on equal terms with the Collective Agreement for the Credit Information and Debt Collection Sector.

# **APPENDIX 11 COOPERATION AGREEMENT**

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## **1. INTRODUCTION**

1. The agreement aims to develop the cooperation between the employer and the employees, as well as to promote the cooperation, occupational safety, occupational health and equality legislation implementation in the workplace.
2. Cooperation based on open interaction develops decision-making in companies, increases productivity, and the meaningfulness of work, as well as promotes stability of employment relationships, and staff well-being.

## **2. SCOPE**

### **1 § Scope of Agreement**

1. The Agreement shall be applied in companies that are bound by the terms of the Collective Agreement for the Credit Information and Debt Collection Sector.
2. Statutory references are not components of the Agreement, unless expressly stated otherwise. The agreement complements the law.
3. The provisions of section 2 of this Agreement shall not apply in such member companies, which have an employed staff that is regularly less than 20 employees.

## **3. CO-OPERATION IN THE WORKPLACE**

### **2 § Co-operation**

1. Other cooperation bodies that differ from this Agreement can be agreed on at the cooperation advisory board.
2. Cooperation can also take the initiative of a staff representative.
3. As agreed by the cooperation advisory board, the staff may elect additional representatives for the cooperation procedure.
4. The employees' representative can hear the company's experts in the cooperation procedure.
5. If the company or part of its operations are reduced, enlarged, or due to business transfer, merger, incorporation or comparable substantial organisational change, the change of the cooperation organisations will be negotiated as well, if necessary. After the change, the cooperation organisations are changed as soon as possible to correspond to the new situation.
6. It must be ensured that the occupational safety staff participate in the cooperation procedure, if it also applies to occupational safety.

7. At the staff's request, the decision-making body in the company, which is the subject matter, is established in the cooperation procedure.

### **3 § Cooperation advisory board**

1. A cooperation advisory board is established in the companies as follows:

Number of employees	Number of employees' representatives	Number of employer representatives
100 – 199	3 – 4	2 – 3
200 – 499	4 – 8	2 – 4
500 –	8 – 12	4 – 6

2. The cooperation advisory board may also agree that the cooperation advisory board will operate as the occupational health committee in accordance to this agreement.
3. The staff's representatives as a matter of course in the advisory board include the chief shop steward, deputy chief shop steward and the chief occupational safety representative. The chief shop steward, negotiating shop stewards and the workplace shop stewards decide on the employee-side's other members' selection procedure. The selection of members of the staff takes place immediately after the establishment of the shop steward election result.
4. The term of office of the advisory board members shall be the same as the shop stewards' term of office. If the role of a member of the advisory board as a staff representative ceases mid-term of office, his/her membership in the advisory board also ceases. The employee representatives elect a new replacing member for the remainder of the term of office in accordance with the foregoing selection procedure.
5. The advisory board members are given 3 hours off/meeting for meeting preparations.
6. The advisory board operating methods, organisation and meetings will be agreed at the cooperation advisory board. The employer must, however, convene the advisory board, as necessary and at least twice per calendar year.

### **4 § Development Action**

1. The aim of the development action is to improve the company's competitiveness, productivity, employment stability and working conditions.
2. The company's employees and their representatives should be able to participate in the development and implementation of changes for work organisations, service technology, work circumstances, work methods and work tasks.

3. If the development procedures cause significant changes to the staff position, work duties or amount, the employer must, together with the shop steward, find alternatives in order to safeguard the continuity of employments. This does not need to be done, if the matter has already been dealt with between the employer and the employee.
4. The planning and implementation of development action must be closely linked to the company's personnel policy.
5. Development operations aim for varied content of the work. The development activities may not result in an overall increase in work load, which would result in harm to the employees' health or safety.
6. A separate development committee or working group can be locally agreed on for the development activities. The company and the staff shall be equally represented in the working group. The staff shall appoint their own representatives primarily from the employees that working in the development subject.
7. The studies related to the development activities shall be conducted openly. They shall be notified in advance to staff representatives and persons affected by the procedures. On request, the employee representative may become familiar with the research materials and results.
8. If the employer uses a third party consultant in the development activities, the employer is responsible for ensuring that the consultant's activities are in accordance with this Agreement.
9. The activity results and development is periodically monitored at the workplaces. The content and scope of the monitoring is agreed locally.
10. Shop stewards, occupational safety delegates and other permanent participants of the development activities are given appropriate training related to the development operations, taking into account the scope of the development operations.
11. The employer is responsible for the necessary additional training or work guidance in connection with the introduction of the development measures. The need for training is established with the employer and the shop steward.

#### **4. COOPERATION IN OCCUPATIONAL SAFETY**

##### **5 § Occupational safety cooperation**

1. The workplace's occupational safety cooperation is determined according to legislation on the supervision of occupational safety and workplace occupational safety (44/2006, hereinafter referred to occupational health and safety co-Act), Occupational Health Care Act (1383/2001) and this Agreement.



## **6 § Occupational Safety Manager**

1. The employer shall appoint a person experienced in occupational safety matters as the workplace's occupational safety manager. A common occupational safety manager can be appointed for several workplaces.
2. The occupational safety manager forwards the occupational safety committee's statements to the company's decision-making entity.
3. The occupational safety manager's duties are determined according to the Occupational Health and Safety Cooperation Act § 28, which in this respect are followed as part of this Agreement.

## **7 § Occupational Safety Representative**

### Selection

1. The workplace's staff appoint an occupational safety representative and two deputies for him/her to such a workplace, where the amount of employees is regularly at least 10. Such representatives can also be selected for smaller workplaces.
2. A workplace is considered as:
  - 2.1. a company,
  - 2.2. a branch office, or agreed offices,
  - 2.3. a regional/district office together with any offices under its subordination
  - 2.4. a special unit operating within a company (e.g. IT centre, central kitchen).

### Notifications

3. The employee representative shall notify the employer in writing of the selected delegates. If the occupational safety representative is prevented from attending, his/her deputy will replace him/her once the substitution has been reported to the employer.

### Duties

4. The occupational safety representative's duties are determined according to the Occupational Health and Safety Cooperation Act § 31, which in this respect are followed as part of this Agreement.
5. In addition, the occupational safety representative shall participate in the occupational safety committee or similar body of occupational health and safety in the preparation of matters to be discussed.

6. If people working for another employer work at the same workplace, they have the right to turn to the workplace's occupational safety representative in occupational safety matters resulting from workplace conditions.
7. If the deputy representative is managing the occupational safety representative's duties, he/she shall have the same rights and obligations as the occupational safety representative.

#### Working areas

8. Taking into account the workplace conditions, the occupational safety representative is provided sufficient storage space for the documents required and, if necessary, the right to use the employer's appropriate office space and standard office tools.
9. The employer shall ensure that the occupational safety representative has the necessary laws, regulations, as well as other occupational safety provisions and guidelines available in order to carry out his/her duties.
10. If necessary, the above-mentioned documents will also be acquired for the use of other occupational safety bodies, in such a way as has been agreed in the occupational health and safety committee.

#### Chief occupational safety delegate

11. In companies, which have a chief shop steward, the occupational safety representatives elected for the term of office shall select a chief occupational safety representative from among themselves, for 2 years at a time. His/her duty is to monitor and guide the control operations of other occupational safety representatives, as well as represent the staff in occupational safety-related cooperation.

#### Compensations

12. The chief occupational safety delegate and the occupational safety delegate are paid a regular monthly salary with compensation as follows:

##### **Chief occupational safety delegate**

Number of employees	Compensation from 1.8.2014 (€)
30 – 49	74
50 – 99	98
100 – 199	137
200 –	171

## **Occupational safety delegate**

Number of employees	Compensation from 1.8.2014 (€)
10 – 49	50
50 – 99	62
100 -	74

## **8 § Occupational safety representative's job security**

### Prohibition of discrimination

1. The occupational safety representative shall not be dismissed from his/her work due to fulfilling his/her representative duties.
2. During the term of representation or due to it, the occupational safety representative shall not be transferred to a lower salaried or lower valued job than the one he/she had at the time of being elected. The occupational safety representative's opportunities to develop and advance in his/her profession must not be weakened due to the representation duties.
3. If the actual work is hindered due to handling occupational safety representative duties, he/she must be arranged other work, taking into account the company's or its part's conditions, as well as the representative's professional skills. Such an arrangement may not cause reduction in his/her earnings. The earnings of an occupational safety representative, who is entirely exempt from work, must not be reduced due to the representation duties.

### Individual Protection

4. The occupational safety representative has a special dismissal protection in accordance with the Occupational Safety Cooperation Act § 37 and the Employment Contracts Act Chapter 7 Section 10. Compliance with the provisions in this regard as part of the agreement.
5. The employment contract shall not be terminated contrary to the provisions of the Employment Contracts Act Chapter 8, which in this respect is observed as part of the agreement.

### Financial and production-related grounds for termination

6. The occupational safety representative may be terminated or laid off for financial and production grounds only if:

- \* the representative's work ceases completely and he/she cannot be arranged other work that corresponds to his/her professional skills or that is otherwise suitable, or cannot be trained for alternative work as has been described in Chapter 7 Section 4 of the Employment Contracts Act.
7. The occupational safety representative's employment regulations apply to the chief occupational safety representative.
  8. If the company's employees are terminated or laid off for financial or production-related reasons, such a measure must not be subjected to the chief occupational safety representative, unless the company's entire operating area of the company or chief occupational representative ceases completely. If it is jointly determined or the employer may otherwise individually demonstrate in these negotiations that the chief occupational safety representative can be offered other work that corresponds to his/her professional skills or other suitable work or can be trained for other work as is described in Chapter 7 Section 4 of the Employment Contracts Act, exceptions can be made to this provision.

### Damages and Compensation

9. The employer must pay compensation instead of fines according to the Employment Contracts Act for an occupational safety representative, whose employment contract has been terminated contrary to this Agreement.

## **9 § Occupational Safety Delegate**

1. The occupational safety delegates' amounts, terms of office, domains and operating conditions are agreed within the occupational safety committee.
2. Within his/her domain, the occupational safety delegates' duties are:
  - 2.1. to participate in the occupational safety inspection, as well as accident, occupational disease or their threat-related investigations
  - 2.2. observe the compliance of occupational safety regulations and inform of their breaches to relevant employees
  - 2.3. report any defects to their immediate supervisor and, if necessary, the occupational safety representative
  - 2.4. makes initiatives to the occupational safety representative in order to develop the occupational safety in his/her domain
3. Due to occupational safety duties, the occupational safety delegate must not be transferred to lower salaried work, than what he/she did before being elected as the occupational safety delegate, and his/her employment must not be terminated due to managing the delegate duties.

## 10 § Occupational Safety Committee

1. An occupational safety committee is elected to a company, which has at least 20 regular employees, as follows:

Number of employees	Number of employees' representatives	Number of representatives of the employer
20 – 99	2 – 3	1
100 – 499	3 – 4	2
500 –	5 – 6	3

2. The occupational safety manager, possible chief occupational safety representative and the occupational safety representative are members of the committee. If the number of occupational safety representatives is larger than the staff representation in the occupational safety committee, the occupational safety representative will choose the occupational safety committee members from among them. If the staff representation in the occupational safety committee is larger than the amount of occupational safety representatives, the occupational safety representatives, deputy representatives and occupational safety delegates will select the missing representatives from among them.
3. The duties of the occupational safety committee or other replacing cooperation body are determined according to the Occupational Safety Cooperation Act § 26 and § 27, which in this respect are observed as part of this Agreement.
4. In addition, the occupational safety committee or the replacing cooperation body is responsible for:
  - 4.1. dealing with matters related to the work environment's space, level and accidents
  - 4.2. participating with the occupational health care personnel, workplace supervisors and human resource management in the development, implementation and monitoring of work performance-promoting activities
  - 4.3. dealing with potential cases of violence towards the staff, and the solution models to prevent them, as well as aftercare; in the absence of a committee, the matter is dealt with, with the occupational safety representative
  - 4.4. dealing with the prevention of substance abuse and rehabilitation together with the occupational health care personnel
  - 4.5. assessing the need for cooperation training on an annual basis, and making proposals for its implementation

- 4.6. dealing with measures to be potentially included in staff or training plans or occupational safety operation programs in order to promote equality at the workplace, if there are at least 30 regular employees in the company.
5. The safety committee meets as necessary, and, if possible, during working hours, taking into account what has been set in Section 40 of the Occupational Safety Cooperation Act. Before the meeting, members are given the necessary information on matters to be discussed, and an opportunity for meeting preparations is arranged depending on the scope of the matter, which is done as has been agreed in the occupational safety committee.

#### **10 a § Recommendation on the identification, evaluation, as well as elimination of work-minded risks**

1. The unions recommend that the employers tied to the Collective Agreement, together in cooperation with the occupational safety organisation, taking the nature of work and activities into consideration sufficiently, clarify and identify the hazard and risk factors caused by work, working hours, work area, other working environment and working conditions, as well as assess, if they cannot be eliminated, their impact on the employees' safety and health.
2. To eliminate occupational hazard and risk factors at work, it is recommended that a plan is prepared and its implementation is monitored and the need for any additional measures is assessed in cooperation.
3. To eliminate harm and hazards, the occupational health care expertise is utilised, where appropriate.

#### **11 § Independent work**

1. The occupational safety parties mentioned in this Agreement must take into account the possible problems that may occur due to independent work, and make proposals to eliminate them.

#### **12 § Occupational Health Care**

1. An occupational health care action plan and a compensation application is annually prepared at the workplace, which will be dealt with at the occupational safety committee. The action plan sets out the principles, objectives and possible measures for work performance promoting activities.
2. The occupational safety manager and the occupational safety representative participate in the preparation and monitoring of the action plan. In the absence of an occupational safety committee, the action plan and compensation application is dealt with, with the occupational safety representative.

3. Workplace surveys are drawn up in cooperation with the employer, the occupational health care personnel and the occupational safety representative, and they are dealt with at the occupational safety committee.

## 5. COOPERATION IN INFORMATION MATTERS

### 13 § Employer's obligation to inform

1. The employer shall furnish the staff or their representatives:
  - 1.1. after the confirmation of the company's financial statements, the report on the company's financial situation; the financial statement details referred to in the Cooperation Act are provided, on request, in writing
  - 1.2. a statement on the company's financial position at least twice during the financial year, which shows the company's production, employment viability and the development view of the cost structure
  - 1.3. a staff plan on an annual basis, which includes estimates of changes occurring in the number of employees, quality and status

#### **Protocol entry:**

This section only complements the law. A staff plan and training objectives must be annually drawn up in the cooperation negotiations for companies that have at least 20 employees employed on a regular basis, in order to maintain and promote the employees' professional skills. In this respect, compliance with the Cooperation Act or provisions set in virtue of it in more detail. In a company, which employs at least 20 employees but less than 30 on a regular basis, it can be agreed with the staff group or the staff groups' representative that the previously mentioned matters are dealt with in a joint meeting held for the company's entire staff.

- 1.4. promptly the significant changes to the above mentioned information.
2. In connection with the reports regarding the company's financial situation, it is appropriate to also inform the operational performance of different operational units of the company, and the development prospects, as well as the sector's general economic trends.
3. In case the significant reasons that are causing harm to the company's financial operations are a barrier for informing, the employer shall inform of the previously mentioned issues immediately after the barrier has been removed.
4. The company's organisational structure, personnel policy principles and internal guidelines are given to staff for information purposes.
5. If the company's regular staff is less than 20 employees, in addition to sections 1-4, the following applies:

5.1. the employer must inform of the significant changes affecting the employees' position in work tasks, the workplace, working conditions, equipment procurements and the use of third party labour at the planning phase

5.2. the above must also be informed after decision-making, if it differs from the information provided at the planning phase or if the staff or its representative request information.

#### **14 § Staff's mutual information activities**

1. The signatory associations, trade stands, or the like may hold meetings concerning labour market, employment and cooperation matters at the workplace or in other agreed premises, to the extent that has been agreed at the workplace in accordance to established practices.

2. The above-mentioned bodies can distribute to its members meeting invitations, as well as written employment and labour market information. Distribution will take place in the canteen, dressing areas, or other premises agreed with the employer, outside of working hours.

3. The above-mentioned bodies may publish:

3.1. meeting invitations free of charge, as well as employment and labour market information in the company's personnel magazine

3.2. labour market and social announcements on the notice board that the employer has appointed for personnel use.

### **6. OTHER PROVISIONS**

#### **15 § Training**

1. The staff representatives have the right for training that is required for the duties set out in this Agreement, in such a way as has been agreed upon in the unions' training and other agreements. The provision does not limit the right for training referred to in § 4's development action's sections 10-11.

#### **16 § Exemption from work and compensations**

1. Employee representatives' loss of income is compensated for the exemption from work period, as has been agreed for the shop stewards.

2. Employee representatives are exempt from work for the time they need to carry out agreed duties, and for related mutual preparation of the personnel representatives.

3. Work arrangements are managed in such a way that the employees' representatives may participate in the cooperation referred to in this Agreement.



4. The cooperation advisory board's and occupational safety committee's secretary is paid a separate compensation for the meeting duties in accordance to the provisions of the state's committees.
5. If the employee representative is required to travel due to cooperation duties required by this Agreement or agreed with the employer, travel compensations are made in the same way as they would in the case of normal work duties.

#### **17 § Confidentiality of information**

1. In respect of the confidentiality of information the confidentiality provisions under existing legislation are complied with.

#### **18 § Negotiation procedure**

1. Any disputes relating to this Agreement are negotiated in accordance with the Collective Agreement's negotiation procedure.

#### **19 § Validity of the agreement**

1. The agreement is valid from 1/1/2012 until further notice, with a six months' notice period.



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