

Collective agreement for the personnel services sector

16.3.2020–28.2.2022

These terms and conditions have been drawn up in the Finnish language. In the event of a conflict between language versions, the Finnish text of these terms and conditions shall prevail.

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COLLECTIVE AGREEMENT FOR THE PERSONNEL SERVICES SECTOR

concluded between

the Private Employment Agencies Association (HPL) and
the Union of Private Sector Professionals ERTO (ERTO)

I GENERAL REGULATIONS

§1 Scope of the agreement

1. This collective agreement determines the terms of employment for agency employees who work in office, financial administration or ICT duties. Furthermore, this collective agreement determines the terms of employment of clerical employees working in a private employment agency's own office.

The employer and the agency employee may agree in a written employment contract that the collective agreement for clerical employees that the user company must apply by law is applied to the employment relationship instead of this collective agreement, providing that this collective agreement is, at the same time, generally applicable in the sector in question. The collective agreement applied must be specified in the employment contract.

2. This agreement is not applied to persons in managerial positions or to persons representing the employer in determining the employment and remuneration terms of employees working in the office of a private employment agency covered by this agreement.
3. This agreement does not apply to subcontracting, this referring to a situation in which an enterprise buys services related to its services or production from another enterprise. In such a case, the work direction right lies with the enterprise performing the subcontracting work.
4. This collective agreement is applied to the employment relationship of an agency employee only when his or her employment relationship is in force. This, in turn, depends on the employment contract between the private employment agency and the agency employee and the legislation in force.

§2 Definitions

1. 'Temporary agency work' refers to activities in which a private employment agency hires out agency employees to a user enterprise against remuneration. The private employment agency is the employer of the agency employee. The work direction and supervision rights as well as such employer obligations as are directly related to the execution and organisation of the work are transferred to the user enterprise.
2. 'Private employment agency' refers to an enterprise that provides various types of personnel services, including hiring out of personnel, recruitment, personality assessments, headhunting, aptitude assessments, testing, employee coaching and outplacement services.
3. 'User enterprise' refers to an enterprise or corporate body that hires clerical employees from a private employment agency.
4. 'Clerical employee' refers to both agency employees and clerical employees working in the private employment agency's own office, unless otherwise required by the context.

§3 Other agreements between unions

1. The following agreement between central organisations forms part of this agreement:
Substance abusers' treatment referral system (PT-STTK 12.2.1976)

Irrespective of whether notice has been given regarding the Confederation of Finnish Industries' (EK) agreements between central organisations the following agreements between central organisations that form part of this agreement will still be valid except for those provisions that relate to the obligations between central organisations:

- Cooperation agreement (PT-STTK 1.6.2001)
 - Record concerning compensatory fines (in connection with breach of collective agreement (PT-STTK 28.1.2000))
2. The following agreements between the Private Employment Agencies' Association (HPL) and the Federation of Special Service and Clerical Employees (ERTO) will be regarded as part of the collective agreement:
- Shop steward agreement
 - Training agreement

§4 Direction and distribution of work and the right to organise

1. The employer has the right to manage and distribute work. In agency employees' employment relationships, the right to direct work has been delegated also to the user enterprise with respect to the performance of work and the working hours.
2. The employer has the right to recruit and dismiss clerical employees.
3. The right to organise is inviolable on both sides.

II EMPLOYMENT RELATIONSHIP

§5 Employment contract

1. HPL and ERTO recommend that employment contracts be made in writing. This can be accomplished either through traditional written employment contracts or by agreeing, in connection with the recruitment and before the beginning of an individual employment relationship, on an agreement stating the general terms of the employment relationship and, separately, on individual, mainly assignment-specific agreements complementing such general agreement.
2. Furthermore, HPL and ERTO recommend that a clause on a mutual right to give notice of termination be included in employment contracts, particularly with respect to longer fixed-term employment contracts extending beyond six months. Notice periods are determined in accordance with Section 9 of this agreement unless a longer notice period has been agreed upon.
3. A fixed-term employment relationship can be concluded on the grounds specified in the Employment Contracts Act. If fixed-term employment contracts have been concluded repeatedly without a justified reason, the contract shall be considered valid indefinitely.
4. The employer informs the clerical employee about the collective agreement applied to the employment relationship as well as the contact information of the shop steward at the workplace.

§6 Trial period

1. A trial period is to be agreed. The trial period will be determined according to the employment contract legislation in force at the time.
2. During the trial period, both parties may cancel the employment contract without observing any period of notice. However, such cancellation during the trial period must not be based on inappropriate grounds as referred to in the Employment Contracts Act. If the employment relationship is cancelled on the basis of the trial period, the employment relationship ends at the close of the working day during which the notice of cancellation was given to the other contracting party.

3. In separate, fixed-term employment relationships, the trial period is calculated so that in total it does not exceed the trial period according to the employment legislation referred to above for a clerical employee working in a job covered by this agreement.

§7 Termination of a fixed-term employment relationship

1. In a fixed-term employment relationship, the clerical employee's work ceases without notice at the end of the agreed term of employment. The clerical employee must be notified in good time of the termination of the employment relationship. If the date of the termination of the employment relationship is not known upon conclusion of the employment contract, the employer strives to inform the clerical employee about it in good time and at least two weeks before the termination of the employment relationship.

§8 Termination of the employment relationship

1. An employment relationship that has been concluded for an indefinite term, as well as a fixed-term employment relationship with respect to which the possibility of giving notice of termination has been agreed, can be terminated by either party, observing the term of notice. If the employer gives notice of termination of a clerical employee's employment contract, this must be based on grounds in compliance with the Employment Contracts Act.
2. The employer is not entitled to terminate the employment contract of a clerical employee on grounds related to pregnancy or to maternity, paternity, parental or child care leave.

§9 Terms of notice

1. If the employer gives notice of termination of the clerical employee's employment contract, the following terms of notice are observed unless a longer notice period has been agreed upon:

Duration of the employment relationship	Term of notice
A maximum of 1 year	14 days
Over 1 year – up to 4 years	1 month
Over 4 years – up to 8 years	2 months
Over 8 years – up to 12 years	4 months
Over 12 years	6 months

2. If the clerical employee gives notice of termination of the employment contract, the following terms of notice are observed unless a longer notice period has been agreed upon:

Duration of the employment relationship	Term of notice
A maximum of 5 years	14 days
Over 5 years	1 month

3. The term of notice starts on the day following the day on which notice of termination was given.
4. If the clerical employee fails to observe the above-mentioned term of notice, notwithstanding cases in which the employee is entitled by law to cancel the employment contract, the employee is obliged to compensate the employer for the amount equalling his or her pay for the unobserved notice period. This compensation can be withheld from the clerical employee's pay on the grounds laid down in the Employment Contracts Act (Chapter 2, Section 17).

§10 Cancellation of the employment relationship

1. Either party to the employment contract may cancel both a fixed-term employment contract and an indefinitely valid employment contract on the grounds laid down in the Employment Contracts Act. In such a case, the employment relationship ends immediately. Section 6 of this agreement contains provisions on the cancellation of the employment contract during the trial period.

§11 Liability for damages

1. If the clerical employee terminates a fixed-term employment contract before the end of the agreed period of employment, notwithstanding cases in which the clerical employee is entitled to cancel or give notice of termination of the employment contract on the basis of a law or give notice of termination of the employment contract on the basis of a termination clause included in the employment contract, the clerical employee shall compensate the employer for the damage thus caused. Such compensation for damage can be withheld from the clerical employee's pay on the grounds laid down in the Employment Contracts Act (Chapter 2, Section 17).
2. If the employer terminates the employee's fixed-term employment contract before the end of the agreed term of employment, notwithstanding cases in which the employer is entitled to cancel or give notice of termination of the employment contract on the basis of law or give notice of termination of the employment contract on the basis of a termination clause included in the employment contract, the employer's liability for damages is determined under the Employment Contracts Act.

III WORKING HOURS

§12 Regular working hours

1. Regular working hours shall not exceed 7 hours 30 minutes (7,5 hours) a day or 37,5 hours a week.

§13 Average regular working hours

1. The employer can arrange the working hours on the basis of an average.

A maximum period of 52 weeks can be used as the adjustment period during which the average weekly working hours shall be adjusted to a maximum of 37,5 hours. This can be achieved either by observing the user enterprise's working hours system or through separate agreement between the employer and the clerical employee. The clerical employee's regular working hours shall not exceed eight hours a day or 40 hours a week.

If seasonal fluctuations or comparable factors related to the company's operations so justify, the employer can arrange the working hours on the basis of an average such that the regular working hours do not exceed 10 hours on any day or 48 hours during any week. In such a case, the maximum length of the adjustment period is 26 weeks.

In accordance with Section 40, regular working hours may be arranged by a local agreement such that the working time of any day may not exceed 12 hours and the working time of any week may not exceed 55 hours.

2. When using the averaging of working hours or period-based working hours, the employer must in advance prepare a working hours adjustment system at least for the period during which the regular working hours are balanced to the average. The clerical employee can also be placed in the user enterprise's working hours system. The employer must draft a work schedule in accordance with Section 30 of the Working Hours Act.
3. Arranging the working time by agreement

Regular daily working hours may temporarily be extended by a maximum of one hour, if so agreed in advance. In that case, the working time shall adjust to a maximum of 37,5 hours a week within three weeks. The working hours extension shall be agreed on not later than on the working day prior to the extended working day.

§14 Flexitime

1. If an enterprise practices flexitime, the flex limits of working time and accrual limits may be agreed locally in accordance to Section 40 of the Collective Agreement. In that case, the daily working hours may be extended or reduced by a maximum of four hours. The maximum of accrual shall not exceed +/-80 hours.

§15 Period-based work

1. The employer can arrange the working hours in the form of period-based work in accordance with the Working Hours Act. In such a case, the length of the reference period is determined on the basis of the practice applied by the user enterprise, unless otherwise agreed. For further information on the working hours adjustment system and the work schedule, see Section 13, Paragraph 2 herein.

§16 Working week and rest periods

1. As a general rule, the working week is arranged to comprise five working days unless otherwise required by local conditions or the company's operations. The working week begins on Monday.
2. The daily working hours are arranged as a continuous working day unless there is a justifiable reason for some other procedure.
3. A lunch break can be granted in accordance with the practice applied by the user enterprise or by agreement on a lunch break of 30 to 60 minutes between the employer and the clerical employee. The lunch break is not included in working hours if the clerical employee is free to leave the workplace during it.
4. If the clerical employee stays at work after regular working hours to do overtime that is estimated to last at least two hours, the opportunity is reserved for the employee to have a meal break or to eat while working.
5. In addition to the lunch break, the clerical employee may have one short coffee break a day at a time determined by supervisory staff.

§17 Weekly rest period

1. Working hours must be arranged to allow the clerical employee at least 35 hours of uninterrupted rest period each week.
2. Such weekly rest period must be arranged around a Sunday. Rest period can be provided also on some other day of the week
 - if necessary in accordance with the user enterprise's working hours system, or
 - if the nature of the work requires that it be done on all weekdays, or
 - if the clerical employee is temporarily needed at work to enable the regular performance of work in the enterprise, or
 - if so agreed in accordance with the Working Hours Act.

A weekly rest period is also considered to take place when the weekly rest period is split between two weeks, as long as most of the period falls on the week that the weekly rest period concerns

3. If the clerical employee has been absent from work because of an illness or accident, such an absence is not regarded as weekly rest period.

Compensation for weekly rest period

4. If the clerical employee has to work temporarily during his or her weekly rest period, the loss of free time is compensated for primarily by reducing the employee's regular working hours correspondingly, no later than during the next calendar month.

5. The above-mentioned work, including any overtime and Sunday work remuneration as well as the free time not realised, can also be compensated for wholly in monetary terms if so agreed between the employer and clerical employee. The loss of weekly rest period is compensated for with the basic pay increased by 100 per cent.
6. The compensation method must be agreed upon at the same time as the employer and employee agree on the work to be performed during weekly rest period.

See Example 1 in Appendix 2.

§18 Additional work

1. Additional work refers to work done in addition to the agreed working hours, up to eight hours a day and 40 hours a week.
2. Ordinary hourly wages shall be paid for additional work of up to 7 hours 30 minutes (7.5 hours) a day and 37,5 hours a week. Any additional work hours in addition to this (30 minutes/0,5 hours a day or 2,5 hours a week) shall be remunerated with hourly wages raised by 50 per cent.
3. With respect to monthly salaried clerical employees, the amount of hourly wages payable for additional work is calculated by dividing the monthly salary by 158, provided that the average weekly working hours are 37,5. If the weekly working hours are fewer than this, the divisor is calculated on the basis of the ratio of 37,5 hours and the working hours observed.
4. By agreement, wages payable for additional work may be partly or completely converted into corresponding free time during regular working hours. In such a case, the free time must be increased by the percentage that would have been applied had the additional work been compensated for monetarily.
5. Assignment of additional work during free time entered in the work schedule requires the consent of the clerical employee.

§19 Overtime

1. Overtime refers to work carried out in addition to eight hours a day and 40 hours a week.
2. Daily overtime shall be compensated for by a wage increase of 50 per cent for the first two hours and 100 per cent for any subsequent hours.
3. Weekly overtime shall be compensated for by a wage increase of 50 per cent for the first eight hours and 100 per cent for any subsequent hours.
4. In addition to the statutory increase for Sunday work, overtime work carried out on Sunday shall be compensated for by a wage increase of 50 per cent for the first two hours and 100 per cent for any subsequent hours.
See Example 1 in Appendix 2.
5. By agreement, wages payable for overtime can be partly or completely converted into corresponding free time during regular working hours. In such a case, the free time must be increased by the percentage that would have been applied had the overtime been compensated for monetarily.
6. If the clerical employee has been unable to work for the time corresponding to the regular weekly working hours (37,5 hours) as a result of illness or accident, a journey caused by the employer, layoffs or training organised by the employer or referred to in a training agreement concluded between a trade union and an employer association and, as a result of this, has to come to work on a day recorded as free time in the working hours system, the work done on a free day is compensated for as agreed regarding weekly overtime.
7. If the clerical employee works beyond midnight, the work is included in the additional work and overtime calculations for the previous day until the start of the employee's normal regular working hours. These hours are not taken into account in calculation of the regular working hours for the second day.

8. With respect to monthly salaried clerical employees, the amount of hourly wages payable for overtime work is calculated by dividing the monthly salary by 158, provided that the average weekly working hours are 37,5. If the weekly working hours are fewer than this, the divisor is calculated on the basis of the ratio of 37,5 hours and the working hours observed.
9. Under section 18 of the Working Hours Act, a period of 12 months may be used for the adjustment period of the maximum working hours.

§20 Evening and night work supplements

1. Evening work refers to work carried out between 6:00pm and 11:00pm. An evening work supplement of 15 per cent is paid for such work.
2. Night work refers to work carried out between 11:00pm and 6:00am. A night work supplement of 30 per cent is paid for such work.
3. No increases are applied with respect to evening or night work supplements if overtime or Sunday work remuneration is paid.
4. The employer and clerical employee can agree that evening and night work supplements are to be determined in accordance with the practice applied by the user enterprise. These supplements can also be included in monthly or hourly wages if so agreed between the employer and the clerical employee.

§21 Sunday work

1. Sunday work refers to work carried out on a Sunday, a religious holiday, 1 May or Independence Day. In addition to normal pay payable for such a day, single basic pay is paid as a Sunday work supplement.
2. With respect to overtime work done on Sunday, see Section 19, Paragraph 4 herein.

§22 Free days

1. Christmas Eve and Midsummer Eve are free days unless otherwise required by the company's operations.
2. If a clerical employee works on Christmas Eve or Midsummer Eve, the employee's pay is increased by 50 per cent.
3. The pay for work done on Eve of 1 May or New Year's Eve after 4:30pm is increased by 50 per cent. However, no evening or night work supplements are paid for such work. If the work is also at the same time additional or overtime work, the clerical employee is entitled to additional work or overtime compensation.

§23 Public holidays

1. The following public holidays, when occurring on a working day from Monday to Friday, reduce the working hours:
 - Epiphany
 - Good Friday
 - Easter Monday
 - 1 May
 - Ascension Day
 - Midsummer Eve
 - Christmas Eve
 - Christmas Day
 - Boxing Day
 - New Year's Day
2. The clerical employee is entitled to reduced working hours or public holiday compensation if his or her employment relationship has lasted at least two months before said public holiday.

3. The regular working hours of monthly salaried clerical employees are reduced in that week by the number of working hours corresponding to said public holiday.
4. Single hourly wages are paid to hourly waged clerical employees as public holiday compensation for the working hours reduced on account of said public holiday. The clerical employee must have been at work on either the day previous or following a public holiday.
5. If the reduction of working hours cannot be granted in the week during which the public holiday occurs, the clerical employee must be compensated for the lack of reduction by paying him or her single hourly wages for the time corresponding to the regular working hours of the public holiday. Hours calculated in relation to the reduction of working hours or the public holiday compensation are not taken into account in calculating weekly hours for the determination of additional work or overtime compensation.
6. If the clerical employee works on a public holiday, Sunday work compensation will be paid for that day. With respect to work carried out on Christmas Eve or Midsummer Eve, the normal wages will be increased by 50 per cent.

See Example 2 in Appendix 2.

§24 Independence Day

1. A clerical employee is entitled to reduction of working hours or to public holiday compensation for Independence Day. However, the two-month employment relationship requirement is not applied.
2. Public holiday compensation is paid to an hourly waged clerical employee for Independence Day if the employee has worked continuously for at least six working days immediately before Independence Day.

§25 Working hours bank

The starting point for agreeing on, and the purpose of, the working hours bank

1. The employer and the clerical employee can agree on a working hours bank system in accordance with the stipulations below in order to promote the employee's coping at work. Said agreement and any annual changes in the working hours bank system are affected by the labour resources of the employer and the user enterprises, the labour situation and the special needs of each work community.

Accumulation in the working hours bank

2. The basic quantities of working hours in excess of the regular working hours as specified in the collective agreement, as well as the hours related to overtime, additional work and Sunday work compensation, can be transferred to the working hours bank. The clerical employee must agree on such a procedure with his or her supervisor in advance, in the same connection as when agreeing on overtime, additional or Sunday work.
3. The maximum number of hours that a clerical employee is entitled to accumulate in the working hours bank corresponds to 10 full working days of 7 hours 30 minutes each. If the clerical employee's regular working hours are fewer than 7 hours 30 minutes a day, the maximum accumulation is proportioned to his or her working hours.

Taking free time based on accumulations in the working hours bank

4. The clerical employee indicates to the employer when he or she would like to take free time based on the accumulated hours, at least three months before the intended beginning of said free time. The employer must inform the employee at least one month before the beginning of the proposed free time as to whether it accepts the proposal. If the employer does not accept the proposal, it must propose a new time, on the basis of which the timing is agreed.

5. The employer does not have the right to change the timing of agreed free time unless there is extremely weighty cause for doing so, created by the company's operations and the clerical employee's tasks. In such a case, the employer must inform the employee as to when he or she may have the free time.

Payment for accumulation in the working hours bank monetarily

6. If the employee cannot have free time based on the accumulated hours within two years from the end of the calendar year during which the hours were accumulated in the working hours bank, the employee will be paid for the hours monetarily. Furthermore, the clerical employee has the right, at any time during the employment relationship, to request that the hours accumulated in the working hours bank be paid monetarily, either in full or in part. At the end of the employment relationship, the accumulated hours are paid for in connection with the payoff, unless otherwise agreed.
7. Payments based on the hours accumulated in the working hours bank are made on the employer's normal pay days. The clerical employee must make a claim for payment as referred to in Paragraph 6 above at least seven banking days before the normal pay day, unless otherwise agreed.
8. The payment is based on the clerical employee's latest basic hourly wages. The hourly wages of monthly salaried clerical employees are obtained by dividing the monthly salary by 158.
9. The hours accumulated in the working hours bank or payments made on the basis thereof have no effect on the duration of the clerical employee's employment relationship and/or the benefits based thereon.

§26 Standby time

1. If a clerical employee's contract of employment makes him or her liable to be in standby in his or her apartment or in another location determined by the employer so that he or she may be called to work in an agreed manner, he or she shall be paid half of the normal earnings per hour for the time he or she spends confined but not working. However, a minimum of four hours' standby payment shall be paid. The time spent in standby shall not be counted as working hours.

If the clerical employee is in standby in the above-mentioned fashion but not confined to his or her apartment or another location determined by the employer, he or she shall be paid in accordance to a bilateral agreement between the employer and the clerical employee. The time spent in standby shall not be counted as working hours.

2. The employer shall aim at organising the standby time in such a way that the standby periods are not harmfully short from the clerical employee's perspective. Instead, the standby time periods should be continuous.

IV PAY SYSTEM

§27 Pay stipulations

1. The employer and the clerical employee agree on the employee's pay on the basis of the competence requirements, the employee's qualifications and performance and the general pay level for the tasks in question. However, at least the minimum pay specified in Appendix 1 of this collective agreement must be paid to the clerical employee. When the employment is terminated, the final salary can be paid on the employees normal salary pay day following the termination date.
2. The employer and the clerical employee can agree on a training period when the employee begins a new job. The maximum training period is six months. The pay for the training period is at least 85 per cent of the minimum pay applicable for the job in question. A training period salary can be paid for a maximum of 12 months to acquire language skills needed for the job or for a person who does not have full working capability or for a person for whom a wage subsidy is being paid if that person's capability to do the job is significantly less than the ordinary capability required by the job.

3. The pay is paid in to the clerical employee's bank account where it must be withdrawable on the due date. If the pay falls due on a bank holiday, it shall be deemed due on the preceding banking day.

§28 Division of pay

1. The daily pay is calculated by dividing the monthly pay by 21 while the average working hours are 37,5 per week.
2. The hourly pay is calculated by dividing the monthly pay by 158 while the average working hours are 37,5 per week. If the weekly working hours are fewer than this, the divisor is calculated on the basis of the ratio 37,5 hours and the agreed working hours.

V ABSENCES

§29 Sick pay

Duty to inform and medical certificate

1. The clerical employee must inform the employer of his or her absence and, if possible, its duration without delay.
2. If requested, the clerical employee must present a medical certificate or other document acceptable to the employer indicating his or her incapacity for work. If the employer designates the doctor, the employer is responsible for the costs of obtaining a medical certificate.
3. During an epidemic, an occupational nurse or a public health nurse may issue a sick leave certificate based on an examination, for a maximum of three days at a time. The certificate may be extended by the same nurse only.

Conditions for payment of wages

4. The employer shall pay sick pay to the clerical employee if
 - the clerical employee's employment relationship has lasted at least one month, and
 - the clerical employee is prevented from working by illness or accident, and
 - the clerical employee has not caused his or her incapacity for work intentionally or through gross negligence or
 - the clerical employee has been ordered to quarantine in accordance with the Communicable Diseases Act.

Payment of wages

5. Wages shall be paid as follows in connection with each case of incapacity for work:

Duration of the employment relationship	Paid period
Less than 1 month	No wage payment obligation
Over 1 month – up to 3 years	28 calendar days
Over 3 years – up to 5 years	35 calendar days
Over 5 years – up to 10 years	42 calendar days
Over 10 years	56 calendar days

The employer shall pay full daily wages for the working days included in the waiting period specified in the Sickness Insurance Act. For any subsequent working days, only the difference between daily wages and the daily allowance paid on the basis of the Sickness Insurance Act will be paid. Payment of the latter wage component requires that the employer have been informed of the amount of daily allowance payable or already paid to the clerical employee. The daily wages are calculated in accordance with Section 28 ('Division of pay') herein.

6. If the clerical employee contracts the same illness within seven calendar days from returning to work, sick pay shall be paid as follows:
 - The periods of absence are added together, and wages are paid for them as if a single illness period were involved.
 - However, wages are paid for the waiting period on the basis of the Sickness Insurance Act – in other words, for the first day of illness if it is a working day.

On the recurrence of the same illness after more than seven days have passed from the employee's return to work, sick pay will be paid as if a new illness were involved.

7. If the daily allowance referred to in the Sickness Insurance Act is not paid for reason attributable to the clerical employee or if it is paid only in part, the employer is entitled to deduct from the sick pay the portion that, as a result of the clerical employee's action, has not been paid.
8. Any daily allowance or comparable compensation received for the same incapacity for work and the same period of time on the basis of
 - legislation, or
 - an insurance policy wholly or partially paid by the employer, or
 - from a sickness insurance fund receiving the employer's contributions

shall be deducted from the sick pay.

If the wages have already been paid, the employer may withdraw and keep the compensation or charge it to the clerical employee, but only up to the amount paid by the employer.

9. If the clerical employee interrupts his or her parental or child care leave because of an incapacity for work arising from his or her own illness or some other reason, the employer is not required to pay sick pay for the time for which the parental or child care leave would have lasted.

§30 Medical examinations

1. Salary for regular working hours will not be reduced in the following cases (a–e), provided that
 - the examinations and treatments performed for the clerical employee have been arranged in a manner preventing unnecessary loss of working hours, and
 - it has not proved possible to arrange the examinations and treatments to fall outside working hours, and
 - the employer has been notified of them in advance.

a) *Diagnosis of an illness*

A necessary medical examination, as well as the related laboratory or X-ray examination ordered by a doctor in order to diagnose an illness. This is also applicable to incapacity for work caused by a medical examination, as well as observation or examination in a hospital caused by symptoms of ill health.

b) *Previously diagnosed illness*

The clerical employee attends a medical examination caused by a previously diagnosed illness. This applies to the following cases:

- An illness becomes fundamentally worse and the employee has to have a medical examination.
- A chronic illness requires a medical examination by a specialist in order to determine the appropriate medical treatment.
- A specialist's examination is necessary in order to acquire a medical appliance such as eyeglasses.
- A medical examination is necessary in order to determine treatment for any other previously diagnosed illness if the service cannot be obtained outside working hours.

c) *Pregnancy*

Medical consultations prior to the birth as referred to in Chapter 4, Section 8, Subsection 2 of the Employment Contracts Act.

d) Cancer

Incapacity for work caused by necessary treatment for cancer.

e) Acute dental condition

Incapacity for work caused by an acute dental condition that requires treatment on the same day. The incapacity for work and the urgency of the treatment shall be proved by the dentist's certificate.

§31 Unpaid absence

1. If the clerical employee has been absent from work and the employer has not been obliged to pay wages for that time, the absence may be compensated for with a corresponding number of working hours if so agreed.

§32 Temporary absence due to the illness of a child under 10 years of age

1. When a child younger than 10 years of age suddenly becomes ill, the clerical employee who is the child's guardian shall receive pay for a case of absence of no more than three working days if
 - a short absence is necessary in order to arrange care for the child or personally care for the child, and
 - the clerical employee has, without delay, informed the employer of the absence and its estimated duration and provided a medical certificate or other document acceptable to the employer indicating the child's illness, and
 - the clerical employee's employment relationship has lasted at least one month before the absence.

§33 Other temporary absences

1. The clerical employee's wages and annual holiday benefits must not be reduced because of a short, temporary absence caused by sudden illness of a family member or the death and funeral of a close relative.

Family members include the clerical employee's spouse or common-law spouse, own children (including adopted children) and children of the spouse living in the same household. In addition to family members, 'close relative' refers to the clerical employee's parents, grandparents, siblings and grandchildren as well as to the parents of his or her spouse or common-law spouse.

As a general rule, a short, temporary absence refers to one day, exceptionally, e.g. due to long-distance journeys, it refers to a maximum of two days. 'Long-distance journey' refers to a journey that cannot be made during one day.

2. The clerical employee is entitled to a short, temporary absence from work if he or she attends the general meeting, council meeting, annual meeting or board meeting of the Finnish Confederation of Salaried Employees (STTK), ERTO or a national membership organisation of the latter as an appointed representative, without his or her wages or annual holiday benefits being reduced on account of this.
3. The clerical employee shall be granted a paid day off in the following cases:
 - The employee's wedding
 - The employee's 50th and 60th birthday if they coincide with his or her work days
4. A person liable for military service answering a call-up shall not lose any income.
5. If a clerical employee participates in military refresher courses for reservists, the difference between his or her wages and reservist's pay shall be paid to him or her for the days of participation. If a clerical employee participates in a military refresher course for reservists or a civil defence course, this shall not reduce his or her annual holiday benefits.
6. A clerical employee shall receive the difference between his or her wages and compensation for the loss of income when he or she attends, during working hours,
 - a meeting of a municipal council or government or
 - a meeting of an election committee or electoral commission associated with national, municipal or EU elections.

The difference shall be paid after the clerical employee has presented clarification concerning the compensation for loss of income. The clerical employee's annual holiday benefits shall not be reduced.

7. The clerical employee must inform the employer of an absence under this section without delay.

§34 Family leave

1. The clerical employee's maternity leave, special maternity leave, paternity leave, parental leave and child care leave are determined on the basis of the Employment Contracts Act and the Sickness Insurance Act.
2. If the clerical employee's employment relationship has lasted at least eight months, the employer will pay
 - full pay for three months from the beginning of the maternity leave and
 - full pay for, at maximum, five working days for an employee taking paternity leave.
3. For the time when the employer pays maternity, adoption or paternity leave, the employer is entitled, under the Health Insurance Act, to receive maternity, paternity or parental daily allowance. If the daily allowance is lost through neglect by the clerical employee, the salary is reduced by the amount of the lost daily allowance.
4. If the clerical employee is absent from work for longer than the statutory maternity and parental leave, such an absence is not comparable to the period of employment in determining benefits tied to the duration of the employment relationship unless otherwise agreed or stipulated by law.

VI ANNUAL HOLIDAY

§35 Annual holiday

1. Annual holiday benefits are determined in accordance with the Annual Holidays Act and this agreement.

The annual holiday pay will be paid from the beginning of the holiday season starting on 2 May 2021 on the company's regular pay days, unless otherwise agreed locally.

2. The earning of annual holiday time shall not be interrupted in the sense referred to in Chapter 1, Section 5 of the Employment Contracts Act if the clerical employee whose fixed-term employment relationship has ended takes leave corresponding to the holiday compensation paid before beginning his or her next employment relationship with the same employer.

The clerical employee's employment relationship is not in force during the above mentioned leaves, nor does he or she thus accumulate any annual holiday for said period. This stipulation does not affect other employment benefits dependent on the duration of the employment relationship as referred to in Chapter 1, Section 5 of the Employment Contracts Act.

§36 Holiday bonus

Amount

1. The amount of the holiday bonus is 50 per cent of the clerical employee's holiday pay.

Date and conditions of payment

2. The clerical employee is entitled to a holiday bonus if he or she takes annual holiday during the employment relationship. No holiday bonus shall be paid for the holiday compensation unless otherwise required by the paragraph 'Exceptional payment of holiday bonus'.

3. The clerical employee is entitled to half of the holiday bonus if he or she begins the annual holiday on the specified or agreed date even if he or she does not return to work after the end of the holiday. This part of the holiday bonus shall be paid along with the holiday pay.
4. The clerical employee is entitled to the whole holiday bonus if he or she begins the annual holiday on the specified or agreed date and returns to work immediately after the end of the holiday. The remaining part of the holiday bonus shall be paid on the pay day on which the clerical employee's wages for the first day after the annual holiday is paid or would have been paid if the employee is not prevented from returning to work as referred to in Paragraph 5 below.
5. The whole holiday bonus shall be paid also if the clerical employee's return to work immediately after the holiday is prevented
 - by factors specified in Chapter 2, Section 7, Subsection 2 of the Annual Holidays Act, or
 - due to child care leave if the clerical employee returns to work after the leave on the day he or she reported to the employer in accordance with the Employment Contracts Act, or
 - by an absence taking place with the employer's consent.
6. If the annual holiday is split, holiday bonus corresponding to the amount of holiday shall be paid after the end of each part of the holiday.

Exceptional payment of holiday bonus

Retirement

7. A clerical employee who is retiring on pension shall be paid a holiday bonus calculated on the basis of the holiday pay and any possible holiday compensation to which the clerical employee is entitled.

Return to work after military or civil service

8. The holiday bonus is paid to a clerical employee doing his military or civil service after he has returned to work after the service as required by law. The amount of the holiday bonus is based on the holiday pay or holiday compensation paid to the clerical employee before he left for military or civil service.

Termination of the employment relationship during the summer holiday season

9. If the clerical employee's employment relationship ends during the summer holiday season (2 May – 30 September) before the beginning of the employee's holiday as a result of notice of termination given for a reason that is not attributable to the employee, he or she shall be entitled to half of the holiday bonus. This part of the holiday bonus shall be paid, at the latest, in connection with the payoff.

Termination of the employment relationship during the holiday

10. If the clerical employee's employment relationship ends during the holiday as a result of notice of termination given for a reason that is not attributable to the employee, he or she shall be entitled to the full holiday bonus. The holiday bonus shall be paid, at the latest, in connection with the payoff.

Exchanging the holiday bonus for holiday

11. The employer and clerical employee may agree on exchanging the holiday bonus for holiday.

VII TRAVEL

§37 Travel

1. The appropriate stipulations of the Finnish Tax Administration's decision or alternatively, either the employment agency's or user enterprise's own travel regulations shall be observed with regard to compensation for travel expenses and the amount of daily allowances. The compensation level of the company's travel regulations shall, however, be at least equal to that of the Finnish Tax Administration's decision.

VIII MISCELLANEOUS PROVISIONS

§38 Group life insurance

1. The employer shall pay for group life insurance as agreed between the central organisations.

§39 Shop steward

1. An enterprise's organised employees have the right to elect from among themselves a shop steward and a deputy shop steward who will act as their authorised representative in relation to matters related to the interpretation of this agreement or other issues related to the employment relationship.
2. HPL and ERTO recommend that the shop steward be allowed to visit the place of work if the settlement of a dispute so requires. Such a visit must be agreed upon in advance between the employer's representative and the shop steward. The visits of trade union and employer association representatives to the place of work must be agreed between the relevant union or association and the employer's representative.
3. In other respects, the shop steward agreement concluded between the trade union and the employer association shall be observed.

§40 Local agreement

The employer and their shop steward, who has been elected in accordance with this Collective Agreement, constitute the parties of local agreement. If there is no such shop steward in the enterprise, the organised clerical employees of ERTO may elect one. If a shop steward has not been elected, the clerical employees may either elect a representative in accordance with the Employment Contracts Act or another representative elected from among themselves.

The above-mentioned agreement shall be made in writing and the parties shall agree on whether the agreement is valid for an indefinite or a fixed term.

The period of notice of an indefinite term agreement is three months. A fixed-term agreement may be terminated with a period of notice of three months. After the agreement has ended, the decrees of the Collective Agreement shall be adhered to. The local agreement referred to here, is part of the valid Collective Agreement.

§41 Training recommendation

1. HPL and ERTO recommend that the employer ensure, insofar as possible, sufficient training for clerical employees.
2. The employer can provide agency employees with training, either partly or fully paid for by the employer, also between employment relationships, without this affecting the length of the employment relationship or the employment benefits determined on the basis of it.

§42 Right to assembly

1. ERTO's associations, affiliated associations and local chapters are entitled to arrange meetings associated with employment matters at the workplace outside working hours in a place designated by the employer, provided that the arrangement of such a meeting and the related procedures have been agreed upon in advance with the employer.
2. The meeting organisers have the right to invite representatives of the Finnish Confederation of Salaried Employees (STTK) and ERTO and its affiliated associations to the meeting.
3. Announcements and bulletins of ERTO and its affiliated association as specified in Subsection 1 above may be posted on a notice board provided for this purpose at the workplace.

4. HPL and ERTO recommend that private employment agencies take a positive stance to the fact that clerical employees are provided with ERTO's announcements and bulletins also in electronic form (for example, via the enterprise's intranet pages), insofar as possible.

§43 Collection of membership fees

1. After having received the employee's authorisation to do so, the employer shall collect the ERTO membership fees in connection with salary payment and pay them in to a specific bank account in accordance with ERTO's instructions.

§44 Negotiation procedure and industrial peace

1. Differences of opinion concerning this agreement will be negotiated upon first between the employer and the clerical employees or their shop stewards. The parties attempt to initiate negotiations within one week from the day on which either party requested such negotiations.
2. If the negotiations lead to a settlement, a negotiation memorandum will be drawn up and signed by both parties if so demanded by either of the parties. If consensus is not achieved in the negotiations, the parties will draw up a memorandum of disagreement and forward it to ERTO and HPL. If consensus is not achieved between the trade union and the employer association either, the matter may be brought to the Labour Court for decision.
3. All means of industrial action that are directed at this collective agreement during its validity are prohibited.

45 § Calculation of the negotiation period under the Act on Cooperation within Undertakings

1. This Section 45 of the Collective Agreement may be applied to negotiations concerning the employees of the member companies of the employer association that is a party to this agreement.
2. If the employer has a need to terminate or temporarily lay off employees or shift them to part-time work for reasons related to company's economy, production or restructuring of its activities, the employer falling within the scope of the Act on Cooperation within Undertakings (334 / 07) shall comply with the provisions of the Act taking, however, account of the exceptions agreed upon in this section.

The Act on Cooperation within Undertakings is not part of collective agreement. The provisions of this section derogate from the corresponding sections of the Act.

If an employer falling within the scope of the application of the Act on Cooperation within Undertakings considers that, for reasons related to the company's economy, production or restructuring of its activities, the employee must be laid off, temporarily laid off or shifted to part-time work, the cooperation obligations shall be deemed to have been fulfilled by way of derogation from the provisions concerning the negotiation proposal as stipulated in Section 45 of the Act on Cooperation within Understanding and the provisions laid down in Article 51 of the Act on Consultation on the fulfilment of the consultation obligation, when the negotiations have taken place as required by the Cooperation Act after the submission of a written proposal for negotiations and the negotiations have continued for the time set for them on the basis of the information provided in advance in accordance with Section 51 of the Cooperation Act, unless another negotiation period has been provided for in legislation.

§46 Survival clause

An enterprise, which is under extraordinary economic troubles and begins statutory employer-employee negotiations concerning the reduction of labour force, may, in accordance with Section 40 of the Collective Agreement, agree on the terms of employment locally in such a way that they deviate from the Collective Agreement, but the pay shall not be lowered under the minimum stated in the Collective Agreement. If clerical employees elect another representative as referred to in Section 40, they shall give this representative a written authorisation, which defines the representative's negotiation mandate. The agreement may be made for a fixed term and it shall continue in effect for a maximum of one year at a time.

The employer shall deliver the grounds of the agreement and the necessary economic information to the representative of the clerical employees in sufficient time before the negotiations begin.

§47 Validity of the agreement

1. This agreement shall be valid from 16 March 2020 to 28 February 2022. After 28 February 2022 this agreement shall continue in effect for one year at a time unless terminated no later than one month before its expiry.

Notice of termination of this collective agreement can be given by observing a notice period of one month if specific reasons so require.

2. The provisions of this agreement are valid until a new collective agreement has come into force or either contracting party states that the collective agreement negotiations have ended.

Helsinki, 16.3.2020

PRIVATE EMPLOYMENT AGENCIES ASSOCIATION (HPL)

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO (ERTO)

Appendix 1

MINIMUM WAGES AS OF 1 JUNE 2020 AND 1 MAY 2021

Espoo, Helsinki, Kauniainen, Vantaa				
	Hourly wages		Monthly salary	
	1 June 2020	1 May 2021	1 June 2020	1 May 2021
Office tasks				
Assisting tasks	10,97	11,19	1732,67	1767,32
Operative tasks	11,55	11,78	1824,39	1860,88
Professional tasks	12,68	12,93	2002,78	2042,84
Expert tasks	13,87	14,14	2190,84	2234,65
Financial administration and bookkeeping				
Operative tasks	11,55	11,78	1824,39	1860,88
Professional tasks	13,35	13,62	2109,85	2152,04
Expert tasks	15,08	15,38	2382,33	2429,98
ICT tasks				
Operative tasks	11,77	12,01	1860,07	1897,27
Programming tasks	14,52	14,81	2294,13	2340,01
Design tasks	17,55	17,90	2773,35	2828,82

Rest of Finland				
	Hourly wages		Monthly salary	
	1 June 2020	1 May 2021	1 June 2020	1 May 2021
Office tasks				
Assisting tasks	10,46	10,67	1652,77	1685,83
Operative tasks	11,03	11,25	1743,13	1777,99
Professional tasks	12,16	12,40	1920,57	1958,98
Expert tasks	13,32	13,59	2104,73	2146,82
Financial administration and bookkeeping				
Operative tasks	11,03	11,25	1743,13	1777,99
Professional tasks	12,83	13,09	2026,96	2067,50
Expert tasks	14,26	14,55	2253,32	2298,38
ICT tasks				
Operative tasks	11,26	11,48	1778,61	1814,18
Programming tasks	13,73	14,01	2169,97	2213,37
Design tasks	16,71	17,05	2640,96	2693,78

Appendix 2

Example 1: Compensation for overtime and Sunday work and weekly rest period

The clerical employee's regular working hours are 37.5 hours per week. His daily working hours are from 8:00am to 4:30pm, including a one-hour lunch break, which is not included in the working hours.

During the example week, he has worked as follows:

Mon. 7.5 h, Tue. 7.5 h, Wed. 7.5 h, Thu. 7.5 h, Fri. 11 h, Sat. 6 h and Sun. 7.5 h.

The clerical employee's wages for said week are calculated as follows:

Hours worked	Basic hours	Additional work 50%	Daily overtime 50%	Daily overtime 100%	Weekly overtime 50%	Weekly overtime 100% (NB Sec. 19, Subsec. 4)	Weekly rest period compensation 100%	Sunday pay 100%
Mon 7,5	7,5							
Tue 7,5	7,5							
Wed 7,5	7,5							
Thu 7,5	7,5							
Fri 11	7,5	0,5	2,0	1,0				
Sat 6		2,0			4			
Sun 7,5					2,0	5,5	7,5	7,5

The clerical employee has worked 37.5 hours of regular working hours from Monday to Friday. On Friday, he also did 0.5 hours of additional work which, in accordance with the collective agreement, is remunerated with hourly wages raised by 50 per cent. Because the overtime worked on Friday is not included in calculation of the number of regular working hours for the week, the clerical employee has worked 38 hours from Monday to Friday. Thus the first two hours worked on Saturday are regarded as additional work which is compensated for with hourly wages raised by 50 per cent (38+2=40 hours).

The overtime worked on Friday is compensated for such that the first two hours after the additional work of 0.5 hours are compensated for with hourly wages raised by 50 per cent, and the hour after that is compensated for with hourly wages raised by 100 per cent. Furthermore, it should be noted that work done after 6:00pm entitles the employee to evening work supplement.

Remuneration for the 4 hours worked after the first two hours on Saturday is handled as weekly overtime entitling the employee to hourly wages raised by 50 per cent.

Since the first eight hours of weekly overtime are compensated for with hourly wages raised by 50 per cent, the first 4 hours of Sunday work would be compensated for at hourly wages raised by 50 per cent. However, on account of the special provision contained in Section 19, Subsection 4, only the first two hours of Sunday work are compensated for with hourly wages raised by 50 per cent, and the remaining 5.5 hours are treated as weekly overtime with hourly wages raised by 100 per cent.

Furthermore, the hourly wages raised by 100 per cent are paid as Sunday work compensation for all hours (7.5 h) worked on Sunday.

Since the clerical employee worked on each day of the week, he did not get his weekly rest period for that week. If the weekly rest period is not provided by reducing the clerical employee's regular working hours, at the latest, during the next calendar month, the employer and employee can agree that the weekly rest compensation be paid monetarily. In such a case, the compensation is paid for the hours that were in breach of the weekly rest period terms. Thus, in our example all of the hours worked on Sunday entitle the employee to wages raised by 100 per cent as weekly rest compensation.

Example 2: Public holiday

Monthly salaried clerical employee

A public holiday reduces the working hours for the week concerned. The clerical employee is entitled to reduced working hours if his or her employment relationship has lasted at least two months before said public holiday.

The regular working hours of monthly salaried clerical employees are reduced in that week by the number of working hours corresponding to said public holiday. Thus, as a general rule, a monthly salaried clerical employee whose regular working hours number 37.5 works only 30 hours during any week containing a public holiday but is paid for 37.5 hours; in other words, his monthly salary is not reduced.

If the clerical employee needs to work on the public holiday, the employer seeks to grant him reduced working hours (i.e., a day off) on some other day of that week or at another time agreed with the employee. If this is not possible, the employee is paid, in addition to the monthly salary, compensation for the unobtained reduction in working hours – in other words, the extra wages for 7.5 hours. Furthermore, it should be noted that the basic wage based on the actual hours worked is paid for a public holiday plus either Sunday work compensation or, in the case of Christmas Eve or Midsummer Eve, the hourly wages raised by 50 per cent.

Hours calculated in relation to the reduction of working hours are not taken into account in calculation of weekly hours for the determination of additional work or overtime compensation. This means that the working hours of a clerical employee who has not worked on the public holiday come to 30 hours for said week. Thus the hours corresponding to the reduction in working hours are not included in the working hours when one is determining additional work or overtime compensation.

Hourly waged clerical employee

A public holiday reduces an hourly waged clerical employee's working hours for the week concerned. The clerical employee is entitled to public holiday compensation if his or her employment relationship has lasted at least two months before said public holiday. This requires the clerical employee to have worked either on the working day preceding the public holiday or on the working day following it.

Single hourly wages are paid to hourly waged clerical employees as public holiday compensation for the reduction in working hours due to the public holiday. Thus, for example, an hourly waged clerical employee whose working hours number 20 hours per week (four hours a day) is paid for 20 hours for the week containing a public holiday although he or she has actually worked for 16 hours only.

If regular weekly working hours have not been determined for an hourly waged clerical employee, the public holiday compensation is calculated on the basis of the employee's average regular working hours.

If an hourly waged clerical employee, on the basis of his or her employment contract, never works on the weekday on which the public holiday in question falls, he or she is not entitled to public holiday compensation.

If an hourly waged clerical employee needs to work on the public holiday, the employer seeks to grant him reduced working hours (i.e., a day off) on some other day of the same week or at another time agreed with the employee.

If this is not possible, the employee is paid public holiday compensation on the basis of said day's normal working hours. If the working hours vary, the public holiday compensation is paid on the basis of the average number of regular working hours, which is calculated by dividing the average weekly working hours by five. Furthermore, it should be noted that the basic wage based on the actual hours worked is paid for a public holiday plus either Sunday work compensation or, in the case of Christmas Eve or Midsummer Eve, the hourly wages raised by 50 per cent.

The hours calculated in relation to the public holiday compensation are not taken into account in calculation of weekly hours for the determination of additional work or overtime compensation. This means that the hours for which the clerical employee has received public holiday compensation are not included in his or her working hours.

Appendix 3: TRAINING AGREEMENT

§1 Training workgroup

Training workgroups exist between the signatory organisations for the implementation of the trade union training referred to in this agreement. Both signatory parties will nominate a maximum of two representatives for these training workgroups.

Approval of courses

The training workgroup approves courses for one calendar year at a time. Courses can also be approved during the calendar year, if necessary.

Before taking a decision to approve a course, the training workgroup must be provided with a report on the course syllabus, time, place and target group, as well as any other information requested by the training workgroup. The training workgroup may monitor teaching on courses.

No later than two months before the beginning of the first course, if possible, the unions shall provide information on the courses approved by the training workgroup for the following year.

§2 Professional advanced training, supplementary training and retraining

Compensation

When an employer provides a clerical employee with professional training or sends a clerical employee to training events associated with his or her profession, compensation shall be provided for the costs of the training and the loss of earnings for regular working hours. If training takes place outside working hours, time spent in training will not be considered working hours but the employer will compensate the clerical employee for any direct costs arising from training.

If the employer has paid for meals (two meals for a full day, one meal for a partial day) and accommodation for the person participating in the training, the employer is not obliged to pay any daily allowance.

§3 Joint training

As a general rule, joint training required by co-operation agreements is provided workplace specifically. Co-operation training is also provided jointly by the central labour market organisations or their membership organisations, as well as various co-operative bodies such as the Centre for Occupational Safety. Participation in training is agreed upon through the workplace-specific co-operation body or, if no such body exists, between the employer and the shop steward. Participation in training is compensated for in accordance with the training provisions referred to in Section 2.

§4 Trade union training

1. Preservation of employment and notification times

Right of participation

Without interrupting his or her term of employment, a clerical employee may participate in a course approved by the training workgroup and lasting no more than one month, if the need for training has been jointly identified by the employer and clerical employee, and participation in the course can occur without causing substantial problems for the enterprise.

In addition to the course approved by the training workgroup, a clerical employee may annually attend training regarding local agreement for one day. The employer may only deny participation to the training if it will cause substantial harm to the enterprise.

Should such training leave be refused, the shop steward will be notified no later than 10 days before the beginning of the course of why granting leave would cause substantial problems to the company. The employer cannot, by appealing on the grounds of uselessness of the training, refuse a clerical employee falling within the scope of the employer subsidy system the right to participate, once a year, in a course of the right level and related to his or her co operation duties.

The training workgroup may determine a certain course to be necessary for certain trusted representatives of the member companies. The signatory organisations specifically stress the usefulness of courses promoting local agreement.

Duty to give notification

When a clerical employee intends to participate in a course, he or she must notify the employer of this as early as possible. Notification of participation in a course lasting for a maximum of one week must be given at least three weeks before the course starts, and for a course lasting for longer than one week, at least six weeks before the course starts.

Training concerning occupational safety and health should be directed particularly at occupational safety officers.

2. Compensation

The shop steward, occupational safety officer and members of the occupational safety committee may participate in courses approved by the training workgroup, referred to above, without salary reductions. For shop stewards, loss of earnings are compensated for no more than one month, and for other course participants, for no more than two weeks. A further prerequisite for compensation for loss of earnings is that the course in question be related to the participant's co-operation tasks in the enterprise and that the training be considered necessary in accordance with this agreement.

In addition to shop stewards, compensation for loss of earnings will also be paid to chairpersons of registered affiliated associations of the union or local branches, if they work in an enterprise with at least 100 clerical employees and the registered affiliated association or local branch has at least 20 members.

The parties agree that the deputy shop stewards, deputy occupational safety officers and members of the various co-operation bodies of larger enterprises may need to participate in courses related to their co-operation duties. The parties recommend that these persons be allowed to participate in such courses, insofar as possible, without causing any substantial problems to the enterprise.

If the training regarding local agreement is realised in such a way that in addition to the shop steward, a representative of the employer attends to the training, the resulting costs for the shop steward shall be compensated in accordance with Section 2 of this Training Agreement. Furthermore, the employer shall organise the transportation to the training or alternatively compensate for the costs caused by the transportation as per the cheapest vehicle.

§5 Social benefits

Participation in a trade union training event referred to in Section 4 will not lead to any decrease in annual holiday, pensions, seniority increments or comparable benefits.

This agreement is valid as part of the collective agreement concluded between the organisations.

Helsinki, 21 March 2018

PRIVATE EMPLOYMENT AGENCIES ASSOCIATION (HPL)

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO (ERTO)

Appendix 4: SHOP STEWARD AGREEMENT

Introduction

The shop steward system is a sub-area of the collective agreement system, the purpose of which is to promote the appropriate realisation and practical implementation of agreements concluded between the parties. Its aim is to resolve, in a rapid and feasible manner, any disputes between the employer and the employees concerning the application and interpretation of agreements. Other key elements include the consideration of employment-related issues arising between the employer and the employees, as well as the maintenance and promotion of industrial peace as required by the collective agreement system.

An appropriately organised and managed local negotiation procedure reduces friction between the enterprise and its employees as well as among the employees and can thus aid the company considerably in meeting its targets and increase the employees' safety and job satisfaction. The local negotiation procedure can also prove to be a useful, two-way information channel in addressing matters related to personnel and thus function as part of the company's information and management system.

In order to achieve the above goals, the signatory organisations have concluded the following shop steward agreement:

§1 Scope of application and binding force of the agreement

This shop steward agreement applies to employers falling within the scope of application of the collective agreement, as well as their employees who are members of the Federation of Special Service and Clerical Employees (ERTO).

§2 Shop steward

Shop steward and chief shop steward

1. In this agreement, 'shop steward' refers to the chief shop steward, shop steward and deputy shop steward elected in accordance with paragraphs 2, 3 and 4 herein by organised employees bound by the collective agreement, unless otherwise specified in the agreement.

'Chief shop steward' refers to a company-specific shop steward who falls within the scope of the collective agreement and has several functional-unit-specific shop stewards within the scope of his or her duties.

2. The shop steward shall be elected by organised employees of the enterprise who are members of ERTO, the signatory organisation of the collective agreement, or its affiliated association, and who fall within the scope of the same collective agreement. While ERTO has the right to elect a shop steward, its affiliated associations do not have such a right.
3. Several shop stewards as referred to in this agreement may be elected for the independent regional or functional units of a large or regionally diversified enterprise. This applies to cases in which the number of employees, the nature of the workplace, the chief shop steward's possibilities for meeting with employees and the company's co-operation system so require. The number and scope of duties of shop stewards are agreed upon at enterprise level.

4. If several shop stewards have been elected for the various sites of an enterprise, it can be agreed at enterprise level that one of the shop stewards shall act as the employees' representative in local negotiations with the employer, if the matter concerns all sites of the enterprise. In such a case, the employer will be informed as to which of the shop stewards will handle such tasks.

Deputy shop steward

5. Unless otherwise agreed between the unions, a deputy shop steward can be elected to serve as a substitute for the chief shop steward referred to in Paragraph 1 above and the shop stewards referred to in Paragraphs 2 and 3 above, when he or she is prevented from attending. Such substitutes shall assume the rights and obligations of a shop steward for the period of substitution.

Department-specific shop steward

6. When appropriate from the standpoint of the local negotiation procedure and the shop steward system, organised employees of the enterprise who are members of ERTO, the signatory organisation of the collective agreement, or its affiliated association, can agree at industry level that shop stewards be elected for the various departments of the enterprises (department-specific shop steward). In such a case, the agreement must specify the shop steward's election procedures, legal status, tasks, freedom of action and compensation for loss of income and for travel expenses as well as the contractual terms applying to the negotiation procedure if different from those in this agreement.
7. A shop steward must be in an employment relationship with the enterprise and work in a sector falling within the scope of this collective agreement. In addition, the shop steward must be a member of ERTO and familiar with the conditions of the workplace in question.
8. When the operations of an enterprise or a functional unit thereof are fundamentally reduced or expanded or there is a business transfer, merger, divestment or comparable substantial organisational change, the shop steward organisation shall be renewed to correspond to the changed size and structure of the enterprise or functional unit thereof in accordance with the principles of this agreement.
9. Upon request, the shop steward is entitled to receive written notice from the employer as to who acts as the employer's representative with respect to the personnel group he or she represents.

§3 Election of a shop steward

1. The shop steward shall be elected by organised employees of the enterprise who are members of ERTO or its affiliated association, and who fall within the scope of the same collective agreement. ERTO has the right to elect a shop steward, but its affiliated associations have no such right.
2. The election of a shop steward can be carried out in the workplace, and all organised employees must have the opportunity to participate in such an election. However, the arrangements and execution of the election must not disrupt work. The times and places of elections must be agreed upon with the employer at least seven days before the holding of an election. Holding an election is mainly the responsibility of the shop steward or, when he or she is prevented from performing the associated duties, the deputy shop steward if there is one. Time used by such persons for holding an election shall be considered time spent on shop steward's duties.
3. As authorised by ERTO, the shop steward shall notify the employer in writing of the elected shop steward and any deputy, as well as of their resignation or dismissal from such tasks.
4. Furthermore, the employer shall be notified of when the chief shop steward's deputy acts in his or her place.

§4 Shop steward's employment

Prohibition of discrimination

1. A shop steward may not be pressured, dismissed from work or otherwise discriminated against on account of his or her shop steward duties. Neither may the shop steward be transferred, in the course of or as a consequence of his or her shop steward's duties, to a position with a lower salary or status or to a position that clearly impedes his or her shop steward duties.

2. If the work tasks of the person elected as the chief shop steward hinder his or her shop steward's duties, the employer must arrange other tasks for him or her, taking account of the circumstances of the enterprise or its relevant part and the shop steward's professional skills. Such an arrangement must not reduce the shop steward's earnings.

Financial and production-related grounds for termination of employment relationship

3. If the enterprise's labour force is reduced or members thereof are laid off for financial or production-related reasons, such measures must not be directed at the chief shop steward unless the operations of the enterprise or that part of the enterprise constituting the chief shop steward's area of activity are completely interrupted. However, this stipulation may be deviated from if it is jointly determined that, or if the employer can otherwise provide details proving that, the employer is unable to provide the chief shop steward with work that corresponds to his or her professional skills or is otherwise suitable, or is unable to train him or her for some other work in the manner referred to in Chapter 7, Section 4 of the Employment Contracts Act.
4. The employer is entitled to lay off or terminate the employment of a shop steward only if the work of the shop steward ceases completely and the employer is unable to arrange work that corresponds to said person's professional skills or is otherwise suitable, or is unable to train him or her for some other work in the manner referred to in Chapter 7, Section 4 of the Employment Contracts Act.

Protection of individuals

5. The shop steward enjoys specific protection against dismissal as specified in Chapter 7, Section 10 of the Employment Contracts Act. The consent of the majority of clerical employees shall be assessed by ERTO.
6. The employment contract of a shop steward may not be cancelled in a manner contrary to the cancellation grounds set forth in Chapter 8 of the Employment Contracts Act.
7. The employment relationship regulations also apply to the candidates for chief shop steward and shop steward, of whose appointment the employer has been notified in writing. Such a candidate's protection shall begin no earlier than three months before the commencement of the chief shop steward's and shop steward's term and end, with respect to those who were not elected, after the election organiser has discovered the election results.
8. The provisions concerning the protection of employment shall also apply to a clerical employee who has acted as chief shop steward, for six months after the termination of his or her duties.

Compensation for unfounded termination of employment

9. If a shop steward's contract of employment has been discontinued in a manner in violation of this agreement, the employer is obliged to pay compensation to the shop steward equalling at least 10 and at most 30 months' salary. The compensation must be determined in accordance with the grounds prescribed in Chapter 12, Section 2, Subsection 2 of the Employment Contracts Act while also taking account of the clerical employee's position as the shop steward.
10. An employee functioning as shop steward may not be pressured or dismissed from work on account of his or her duties. If the contract of employment of a shop steward or occupational safety officer as referred to in the relevant agreements is cancelled and he or she contests the cancellation, the employer shall pay him or her an amount corresponding to one month's salary if legal action is initiated within four weeks of the cancellation of employment.

§5 Shop steward's duties

1. The main duty of a shop steward is to act as the representative of organised employees bound by the appropriate collective agreement in relation to matters pertaining to the implementation of this collective agreement.

2. The shop steward represents the above employees in relation to matters concerning the application of labour legislation and generally in matters related to the relationship between the employer and the employee and to the development of the enterprise.
3. The shop steward's duties also include efforts to maintain and develop negotiation activities and co-operation between the enterprise and its staff.

§6 Shop steward's right to information

1. In the event of any lack of clarity or any disagreement concerning salaries or other matters related to employment, the shop steward must be provided with all available information pertaining to the resolution of the issue forming the subject of disagreement.
2. The shop steward concerned has a right to the following information on the enterprise's clerical employees in writing, or in another way to be agreed upon:
 1. The employee's last and first name.
 2. The start date of employment for new employees and information on employees who have been dismissed or laid off. In cases of temporary employment, the agreed duration of the employment contract shall be indicated.
 3. The job grade, or comparable, to which the employee or the job he or she performs belongs.
 4. The number of the enterprise's full- and part-time clerical employees, twice a year. This also applies to staff separately invited to work or other temporary staff who have worked during the relevant half-year period.
3. The shop steward is entitled to receive the information referred to in paragraphs 1 and 3 once a year, after a collective agreement has been signed in the sector and once the changes caused by such an agreement have been implemented in the enterprise with regard to employees who have an employment relationship with the enterprise at that particular time. With regard to new employees, the shop steward is entitled to the information mentioned in paragraphs 1 to 3 on at least a quarterly basis.

Upon his or her request, the shop steward shall be provided with a report on the information collected in connection with recruitment.

4. If several shop stewards have been elected within the enterprise on the basis of Section 2 above, the unions shall mutually agree on the principles applicable to the distribution of information between or among shop stewards.
5. The shop steward has the same right as the elected representative referred to in the legislation to study reports on emergency work, Sunday work, overtime work and the increased wages paid for these.
6. The shop steward must maintain the confidentiality of the information received in the course of his or her duties on the basis of the above.

§7 Shop steward's exemption from work

1. A shop steward is entitled to sufficient release from work obligations in order to carry out the shop steward's duties. In evaluating this sufficiency, account must be taken of the number of employees represented, the type and scope of the enterprise's co-operation system and any changes in the employees' status due to the enterprise's operations. HPL and ERT0 emphasise that local agreements in particular, and preparing for concluding such agreements, usually require a clearly more extensive release from work obligations than under normal circumstances.
2. The employer and the shop steward shall mutually agree as to when the above mentioned release from work obligations is granted. The prerequisites for sound operation of the enterprise must be taken into consideration, as must the need to attend properly to the shop steward's duties.

§8 Compensation for loss of income

Loss of income

1. The employer shall compensate for any income lost by the shop steward during working hours while he or she is either engaged in local negotiations with the employer's representative, or working on other duties agreed upon with the employer.

Shop steward's compensation

2. The shop steward receives compensation for his or her duties on the basis of the number of employees represented, such that if the number of employees is no more than 100, the compensation is 46 EUR per month as of 1 June 2020. If the number of employees is more than 100 the compensation is 74 EUR per month as of 1 June 2020.
3. If a shop steward carries out duties agreed upon with the employer outside his or her regular working hours, overtime compensation will be paid for time spent in this way, or some other type of additional compensation shall be agreed upon at union level or between the employer and the shop steward.

Travel expenses

4. If a shop steward needs to travel in order to carry out duties agreed upon with the employer and is ordered by the employer to travel, he or she shall receive compensation for travel expenses in accordance with section 36 of this collective agreement.

§9 Working environment

1. A shop steward is entitled to storage space for the documents and office supplies needed in his or her duties. A shop steward specific to an enterprise or a regional business unit is entitled to use appropriate office space that can be turned over for the shop steward's use for the shop steward's duties free of charge, if such a room is under the employer's control. The shop steward is entitled to use the office facilities available in such office space in order to attend to the shop steward's duties as agreed with the employer (including data-processing equipment generally in use in the enterprise and the related software, an Internet connection and e-mail).

§10 Training for shop steward

1. The unions recommend that a shop steward be provided with the opportunity to participate in training that is likely to enhance his or her competencies in shop steward's duties to whatever extent possible.
2. Participation in such training has been agreed upon in a separate training agreement.
3. After the chief shop steward's duties have ended, the employee and the employer must mutually investigate whether professional training is required for the maintenance of the employee's professional skills, in order for the person to return to his or her previous or corresponding tasks. The employer provides the training found necessary on the basis of such an investigation. In determining the content of such training, attention is paid to the extent of release from work obligations, the duration of the shop steward's term and the changes in working methods that occurred in that time.

§11 Negotiation procedure

1. Employees must directly address matters related to the performance of work and the related technical issues to the management.
2. Disputes concerning salaries and other terms and conditions of employment must be resolved locally between the employer or its representative and a shop steward or the employee.
3. Local negotiations should be initiated and carried out without undue delay.

4. If a consensus is not achieved in local negotiations, a memorandum must be drawn up on the points of disagreement and the views of both parties, including grounds, insofar as possible and if either party so requests. Such a memorandum must be prepared and signed in two copies, one for each party.
5. If a dispute cannot be resolved in local negotiations within the enterprise, the negotiation procedure prescribed in the collective agreement must be observed.
6. If the employer does not directly engage in negotiations with the shop steward, the organisations recommend that the shop steward be notified of the employer's representative, his or her scope of activity and his or her level of authority, if it is limited to issues belonging to certain categories in regional terms, or with respect to human resources.
7. If the dispute applies to discontinuation of the employment of a shop steward as referred to in this agreement, local negotiations and negotiations between the unions must be initiated and carried out immediately after the grounds for discontinuation of employment have been contested.

§12 Validity of the agreement

This agreement is valid as part of the collective agreement concluded between the organisations.

Helsinki, 16.3.2020

PRIVATE EMPLOYMENT AGENCIES ASSOCIATION (HPL)

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO (ERTO)

APPENDIX 5: SIGNATORY PROTOCOL REGARDING THE REVISION OF THE COLLECTIVE AGREEMENT FOR THE PERSONNEL SERVICES SECTOR

NEGOTIATION RESULT

COLLECTIVE AGREEMENT FOR THE PERSONNEL SERVICES SECTOR

2020-2022

Date 16 March, 2020 12:00

Place PRIVATE EMPLOYMENT AGENCIES ASSOCIATION (HPL)

Present

Merru Tuliara, HPL

Maritta Antola, HPL

Petri Ellimäki, HPL

Mari Kulmakorpi, HPL

Juri Aaltonen, ERTO

Vesa Koskinen, ERTO

Heli Luukkonen, ERTO

1. Revision of the collective agreement

The parties to the collective agreement have agreed on the following revision of the Collective agreement for the personnel services sector:

2. Agreement period and its validity

The agreement period starts on 16 March 2020 and terminates on 28 February 2022. The agreement will continue one year at a time after 28 February 2022, unless the collective agreement is terminated no later than one month before its termination.

3. Salary reviews 2020

3.1. Salary increases for staff working in the offices of private employment agencies who are covered by the collective agreement:

- General increase:
Personal monthly and hourly-based salaries will be increased by 1.3 % on 1 June 2020 or on the beginning of the salary month immediately following the salary month beginning on 1 June 2020.

3.2. Salary increases for agency employees:

- General increase:
The personal monthly and hourly-based salaries of agency employees will be increased on 1 June 2020 or from the beginning of the salary month following it by 1.3 %.

3.3. Pay scales from 1 June 2020:

The collective agreement pay scales will be increased from 1 June 2020 as follows

- Monthly salaries:
Pay scales will be increased by 1.3 %.
- Hourly rates:
Hourly pay scales are arrived at by dividing the new monthly salaries increased by the general increase by 158.

Minimum salaries from 1 June 2020 are appended to this protocol (appendix 2).

4. Salary reviews 2021

4.1. Salary increases for staff working in the offices of private employment agencies who are covered by the collective agreement:

- General increase:
Personal monthly and hourly-based salaries will be increased by 1.2 % on 1 May 2021 or on the beginning of the salary month immediately following the salary month beginning on 1 May 2021.
- Local element:
Staff working in the offices of private employment agencies who are covered by the collective agreement will also receive, in addition to the general increase, a local element amounting to 0.8 % from 1 May 2021 or from the beginning of the salary month immediately following the one beginning on 1 May 2021, to be calculated on the basis of the March 2021 salary. Instructions regarding the awarding of the local element are given in an appendix (appendix 1) to this signatory protocol.

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4.2. Salary increases for agency employees:

- General increase:
The personal monthly and hourly-based salaries of agency employees will be increased by 2.0 % on 1 May 2021 or on the month immediately following the salary month beginning on 1 May 2021.

Agency employees will receive the whole salary increase as a general increase i.e. they will not receive a local element.

4.3. Pay scales from 1 May 2021:

The collective agreement pay scales will be increased from 1 May 2021 as follows

- Monthly salaries:
Pay scales will be increased by 2,0 %
- Hourly rates:
Hourly pay scales are arrived at by dividing the new monthly salaries increased by the general increase by 158.

Minimum salaries from 1 May 2021 are appended to this protocol (appendix 2).

5. Fees for personnel representatives

Compensation paid to shop stewards will be increased by 3.3 % on 1 June 2020 or on the beginning of the salary month immediately following the salary month beginning on 1 June 2020. New amounts in euros shall be entered into the Collective Agreement.

6. Amendments to the text

6.1. Working time regulations

- Section 17 Subsection 2 of the Collective Agreement, Weekly free time, shall be amended as follows:

“2. Such weekly rest period must be arranged around a Sunday. Rest period can be provided also on some other day of the week

- if necessary in accordance with the user enterprise’s working hours system, or
- if the nature of the work requires that it be done on all weekdays, or
- if the clerical employee is temporarily needed at work to enable the regular performance of work in the enterprise, or
- if so agreed in accordance with the Working Hours Act.

A weekly rest period is also considered to take place when the weekly rest period is split between two weeks, as long as most of the period falls on the week that the weekly rest period concerns.”

- The term “weekly free time” in the Collective Agreement shall be changed to “weekly rest period”
- Another Subsection, 9, “Overtime”, shall be added to Section 19 of the Collective Agreement:

“9. Under section 18 of the Working Hours Act, a period of 12 months may be used for the adjustment period of the maximum working hours.””

- Section 12 Subsection 1 of the Collective Agreement, “Regular working hours”, shall be amended as follows:

“Regular working hours shall not exceed 7 hours 30 minutes (7,5 hours) a day or 37,5 hours a week.”

- Section 12 of the Collective Agreement, “Average regular working hours”, shall be amended as follows:

“1. The employer can arrange the working hours on the basis of an average.

A maximum period of 52 weeks can be used as the adjustment period during which the average weekly working hours shall be adjusted to a maximum of 37,5 hours. This can be achieved either by observing the user enterprise’s working hours system or through separate agreement between the employer and the clerical employee. The clerical employee’s regular working hours shall not exceed eight hours a day or 40 hours a week.

If seasonal fluctuations or comparable factors related to the company’s operations so justify, the employer can arrange the working hours on the basis of an average such that the regular working hours do not exceed 10 hours on any day or 48 hours during any week. In such a case, the maximum length of the adjustment period is 26 weeks.

In accordance with Section 40, regular working hours may be arranged by a local agreement such that the working time of any day may not exceed 12 hours and the working time of any week may not exceed 55 hours.

2. When using the averaging of working hours or period-based working hours, the employer must in advance prepare a working hours adjustment system at least for the period during which the regular working hours are balanced to the average. The clerical employee can also be placed in the user enterprise’s working hours system. The employer must draft a work schedule in accordance with Section 35 of the Working Hours Act.

3. Arranging the working time by agreement

Regular daily working hours may temporarily be extended by a maximum of one hour, if so agreed in advance. In that case, the working time shall adjust to a maximum of 37,5 hours a week within three weeks. The working hours extension shall be agreed on not later than on the working day prior to the extended working day.”

- Section 18 of the Collective Agreement, “Additional work”; shall be changed as follows:

”1. Additional work refers to work done in addition to the agreed working hours, up to eight hours a day and 40 hours a week.

2. Ordinary hourly wages shall be paid for additional work of up to 7 hours 30 minutes (7.5 hours) a day and 37,5 hours a week. Any additional work hours in addition to this (30 minutes/0,5 hours a day or 2,5 hours a week) shall be remunerated with hourly wages raised by 50 per cent.

3. With respect to monthly salaried clerical employees, the amount of hourly wages payable for additional work is calculated by dividing the monthly salary by 158, provided that the average weekly working hours are 37,5. If the weekly working hours are fewer than this, the divisor is calculated on the basis of the ratio of 37,5 hours and the working hours observed.

4. By agreement, wages payable for additional work may be partly or completely converted into corresponding free time during regular working hours. In such a case, the free time must be increased by the percentage that would have been applied had the additional work been compensated for monetarily.

5. Assignment of additional work during free time entered in the work schedule requires the consent of the clerical employee.”

- Section 19 Subsection 8 of the Collective Agreement, “Regular working hours”, shall be amended as follows:

“8. With respect to monthly salaried clerical employees, the amount of hourly wages payable for overtime work is calculated by dividing the monthly salary by 158, provided that the average weekly working hours are 37,5. If the weekly working hours are fewer than this, the divisor is calculated on the basis of the ratio of 37,5 hours and the working hours observed.”

6.2. Calculation of the negotiation period under the Act on Cooperation within Undertakings

A new section, Section 45, shall be added to the Collective Agreement. Calculation of the negotiation period under the Act on Cooperation within Undertakings

“This Section X of the Collective Agreement may be applied to negotiations concerning the employees of the member companies of the employer associations that are a party to this agreement.

If the employer has a need to terminate or temporarily lay off employees or shift them to part-time work for reasons related to company’s economy, production or restructuring of its activities, the employer falling within the scope of the Act on Cooperation within Undertakings (334 / 07) shall comply with the provisions of the Act taking, however, account of the exceptions agreed upon in this section.

The Act on Cooperation within Undertakings is not part of collective agreement. The provisions of this section derogate from the corresponding sections of the Act.

If an employer falling within the scope of the application of the Act on Cooperation within Undertakings considers that, for reasons related to the company’s economy, production or restructuring of its activities, the employee must be laid off, temporarily laid off or shifted to part-time work, the cooperation obligations shall be deemed to have been fulfilled by way of derogation from the provisions concerning the negotiation proposal as stipulated in Section 45 of the Act on Cooperation within Undertakings and the provisions laid down in Article 51 of the Act on Consultation on the fulfilment of the consultation obligation, when the negotiations have taken place as required by the Cooperation Act after the submission of a written proposal for negotiations and the negotiations have continued for the time set for them on the basis of the information provided in advance in accordance with Section 51 of the Cooperation Act, unless another negotiation period has been provided for in legislation.”

6.3. Annual holiday

The following shall be added to Section 35 Subsection 1 of the Collective Agreement:

The annual holiday pay will be paid from the beginning of the holiday season starting on 2 May 2021 on the company's regular pay days, unless otherwise agreed locally.

6.4. Position of the personnel representative

The the term chief "shop steward candidate" shall be added to Section 4 Subsection 7 of the agreement, extending the protection to a candidate as follows:

"7. The employment relationship regulations also apply to the candidates for chief shop steward and shop steward, of whose appointment the employer has been notified in writing. Such a candidate's protection shall begin no earlier than three months before the commencement of the chief shop steward's and shop steward's term and end, with respect to those who were not elected, after the election organiser has discovered the election results."

7. Other matters

Each year, the parties shall examine possibilities of concluding a "Tutustu työelämään ja tienaa" ("Gain familiarity with the working life and earn some money") agreement with comprehensive school pupils and general upper secondary school students, which is valid at the time.

For the sake of clarity, the parties state that when the so-called Kiky hours under the Competitiveness Pact are removed, the collective agreement will be amended so that any changes to the collective agreement resulting from the Kiky hours will be returned to situation which prevailed before the period before Kiky.

Helsinki, 16 March 2020

PRIVATE EMPLOYMENT AGENCIES ASSOCIATION (HPL)

Merru Tuliara

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO (ERTO)

Juri Aaltonen

APPENDIX 1

Distribution of local element for private employment agencies' own employees in 2021

The objective of the company specific element (local element) is to support the incentive effect of salary composition, fair salary structures and the development of productivity at the individual level in companies, through different levels of salary increase.

Staff working in the offices of private employment agencies who are covered by the collective agreement will receive a 0.8 % local element in addition to a general increase of 1.2 % from the 1 May 2021 or on the beginning of the salary month immediately following the salary month beginning on 1 May 2021.

Agency workers will receive the whole of their salary increase (2.0 %) as a general increase so they will not receive a local element.

The local element is part of the collective agreement salary increase and applies to all companies.

This is not a temporary salary increase, but is a permanent element of salary.

Principles of negotiations and payment of local element

Negotiations take place between the employer's representative and the shop steward/authorised employee representative. If no shop steward/authorised employee representative has been elected at a workplace, the employees can select a representative from among themselves to undertake the negotiations regarding the local element. If the employees do not select a representative, the employer can negotiate with all clerical staff jointly concerning the principles of awarding a local element.

The negotiating group negotiate between themselves concerning the principles that apply to the award of the local element. The negotiations will also state the amount of the local element in Euros if the number of clerical employees in an office is at least five. The objective in the negotiations is to reach an understanding regarding the principles of awarding the local element, which could be individual performance or factors relating to the demands of a job such as, for example, competence, multi-skilling, service mindedness, responsibility, cooperation and interactive skills, work output, professional competence, commitment and attention to detail.

The negotiating group must meet at least once and minutes of the meeting must be produced to keep staff informed. The minutes should record the views of the parties with their reasons. The people taking part in the negotiations confirm the accuracy of the minutes by signing them.

How the amount in Euros to be awarded is calculated

The amount in Euros to be awarded is calculated from the total salary paid to a company's own clerical staff covered by the collective agreement in March 2021. Part-time staff are also taken into consideration in the total salary. The intention is that the total salary includes the salaries of all the clerical staff covered by the collective agreement.

The total salary includes each employee's monthly, taxable, gross salary including benefits in kind. The salary used is the salary for regular working hours without any extra payments.

Any salaries paid for periods of sickness or maternity leave are also taken into consideration. If the person on sick leave or maternity leave is a temporary replacement, that person's salary is taken into consideration when calculating the total salary if no salary is being paid to the permanent clerical employee at the same time.

Decisions on who receives the local element and the date of payment of increases

If no negotiations have been held or if agreement has not been reached in the negotiations by 31/03/2021, a local element of 0.40 % will be paid as a general increase to all clerical staff covered by the collective agreement.

The employer will decide the principles for awarding the remaining 0.40 % and who it will be paid to. The increases will be paid retrospectively from 01/05/2021.

The employer will inform staff about the principles used to award the local element, how much in Euros the local element is and how many clerical staff will receive an increase. If there are fewer than five clerical employees covered by the collective agreement in the company's offices, the employer will only inform staff about the principles used to award the local element. When informing staff, the provisions of the law protecting privacy in the workplace must be taken into consideration and it is not permitted to indicate the individual people who were awarded an increase.