COLLECTIVE LABOUR AGREEMENT
For the Facilities Services Sector
1 February 2017 – 31 January 2018

Employment advice
030 100 600

Unemployment benefit advice
030 100 620

www.pam.fi
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Tämä on työehtosopimuksen sopijapuolten teettämä käännös suomenkielisestä työehtosopimuksesta. Työehtosopimuksen sopijaosapuolten eivät ole sopineet englanninkielisestä työehtosopimustekstistä. Mikäli englanninkielisen käännöksen tulkinta johtaa erilaiseen lopputulokseen kuin alkuperäinen suomenkielinen työehtosopimus, tulee noudattaa suomenkielistä työehtosopimusta. Työehtosopimuksen sopijaosapuolten eivät vastaa käännöksen mahdollisista virheetlyysistä aiheutuvista vahingoista.
COLLECTIVE LABOUR AGREEMENT
for the Facilities Services Sector
1 February 2017 - 31 January 2018

REAL ESTATE EMPLOYERS
SERVICE UNION UNITED PAM
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ATTACHMENT 7: AGREEMENT ON ON-CALL DUTY

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COLLECTIVE LABOUR AGREEMENT
FOR THE FACILITIES SERVICES SECTOR

I GENERAL PROVISIONS

Section 1 Scope
This collective agreement on terms of employment shall apply to workers employed in the facilities services sector.

Entry on record:
Working tasks are:
• cleaning
• property maintenance
• technical services
• facility services
• landscaping services
and tasks closely related to these

Section 2 Central organisation agreements
As part of this agreement the following central organisation agreements shall be adhered to:
• Co-operation Agreement (PT-SAK 3.12.1997)

If the central organisations conclude a new agreement during the period of this agreement, it shall be taken as part of this agreement if the parties thus agree separately.

Section 3 Training agreement
As part of the collective agreement, the training agreement between the Real Estate Employers and Service Union United PAM (Attachment 5) shall be adhered to.
II EMPLOYMENT

Section 4 Supervision of work
The employer shall supervise and distribute work, and hire and discharge employees.

Section 5 Right to organise
The right to organise is inviolable on both sides.

The employer informs a new employee about the organisation and negotiation relations in the branch and who is the shop steward and the safety representative at the workplace and gives their contact data.

Section 6 Employment contract and trial period
On request of either party the employment contract shall be made in writing. In accordance with the Employment Contracts Act, Chapter 2, Section 4, the employee shall be given a written explanation of the principal conditions of his employment if they are not apparent from the written employment contract.

The employer and employee may agree on a trial period. The trial period shall not exceed four months, unless otherwise provided by the Employment Contracts Act. In temporary employment of less than eight months the trial period shall be no longer than half the duration of the employment contract.

Section 7 Termination of employment

1. Period of notice
When employment is terminated the provisions of the Employment Contracts Act shall be observed.

The period of notice when the employer gives notice of termination shall be:

<table>
<thead>
<tr>
<th>Duration of continuous employment</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 year</td>
<td>14 days</td>
</tr>
<tr>
<td>Up to 4 years</td>
<td>1 month</td>
</tr>
<tr>
<td>Up to 8 years</td>
<td>2 months</td>
</tr>
<tr>
<td>Up to 12 years</td>
<td>4 months</td>
</tr>
<tr>
<td>More than 12 years</td>
<td>6 months</td>
</tr>
</tbody>
</table>
The period of notice when the employee gives notice of termination shall be:

<table>
<thead>
<tr>
<th>Duration of continuous employment</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5 years</td>
<td>14 days</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>1 month</td>
</tr>
</tbody>
</table>

The period of notice begins with the next day after notice is given. When the period of notice is calculated in months, the term of employment shall end on the same numerical day of the month as the day notice was given.

If the equivalent day does not exist in the month in question, the term of employment shall end on the last day of the month.

**Examples:**

a) **Period of notice 14 days**
   - Notice of termination is given on Wednesday.
   - The period of notice begins on Thursday.
   - The last day of employment is Wednesday after two weeks.

b) **Period of notice one month**
   - Notice of termination is given on 3 September.
   - The period of notice begins on 4 September.
   - The last day of employment is 3 October.

c) **Period of notice 4 months**
   - Notice of termination is given on 31 October.
   - The period of notice begins on 1 November.
   - The last day of employment is 28 February.

### 2. Fixed term contract

When an employee terminates his employment before the fixed term contract expires, he pays as a compensation salary for two weeks, or when the not fulfilled period is shorter, an amount equivalent with the period.
III WORKING TIME

Section 8 Working time

With respect to working time, the regulations of the Working Hours Act shall be com-
piled with, unless otherwise provided in this collective agreement.

From 1 January 2017, the annual working time shall be increased on average by 24
hours without changes to pay in accordance with the minutes on increasing working
time (Attachment 2) appended to this collective agreement.

1. Regular working hours

Weekly working hours

Regular working hours shall not exceed 7.5 hours a day and 37.5 hours a week or 8
hours a day and 40 hours a week. If the working hours are 40 hours a week, the stip-
ulations in the minutes on the reduction of annual working hours shall apply (Attac-
chment 3).

If the regular working hours are 38 hours a week, the stipulations in the minutes on
the increase in annual working time (Attachment 2) shall apply.

Average weekly working hours

The working hours during a one week period shall not exceed 9 hours a day and 37.5
or 40 hours a week.

When average weekly working hours are used, the working hours may be arranged by
adjusting them to an average of a maximum of 37.5 or 40 hours a week. The adjust-
ment period shall be a maximum of 4 weeks. Regular working time may not exceed 9
hours a day or 45 hours a week without the employee’s consent.

The adjustment period on the basis of a local agreement made under Section 18 of
this collective agreement may be no longer than 26 weeks. In this case regular work-
ing time may not exceed 10 hours a day nor 50 hours a week without the employee’s
consent.

If the regular working hours are 38 hours a week, the stipulations in the minutes on
the increase in annual working time (Attachment 2) shall apply.

Examples:

4 week adjustment period
• regular working hours 37.5 hours / week
• average working week is 5 days maximum
• total regular working time for the period 4 x 37.5 = 150 hours
Period-based work

At working places mentioned in the working Hours Act section 7 the working hours can be arranged as period-based work.

At other working places than those mentioned in the Working Hours Act Section 7, working time may be arranged as period-based work by local agreement with the shop steward under Section 18 of this collective agreement. A local agreement providing for period-based work shall be valid during the period of validity of a customer agreement applying to the place of business, and it may in exceptional circumstances be terminated under Section 18 of this agreement after two years of validity.

Regular working time in period-based work is maximum 112.5 or 120 hours in three weeks or maximum 75 or 80 hours in two weeks. Where the working time is 120 or 80 hours, the stipulations in the minutes on the reduction of annual working hours shall apply (Attachment 3).

If the regular working hours in period-based work are a maximum of 114 hours in three weeks or 76 hours in two weeks, the stipulations in the minutes on the increase in annual working time (Attachment 2) shall apply.
Shift work

Regular working hours may be arranged as shift work. The employees shall be notified of a changeover to shift work at the latest two weeks before shift work begins, unless the employer and employee have agreed otherwise.

2. Working week and working day

The working week shall be a maximum of five days. When an adjustment period is used the weeks to be on average a maximum of five days.

The employer and employee may agree on a six-day working week.

The working week and working day shall begin on Monday at 00:00 unless otherwise agreed. If the beginning of the working day is otherwise agreed, then the compensation for Sunday work shall nevertheless be paid for hours worked during Sunday (12 am to 12 am).

3. Work schedule and working hours adjustment system

Impractically short shifts should be avoided. Shifts of less than four hours should not be used in the workplace, unless required by a justifiable reason or the needs of the employee.

The work schedule shall be drawn up for at least one week at a time and employees shall be given at least one week’s notice before it becomes operative.

If an adjustment system is used, the employer shall draw up in advance the working hours adjustment system, during whose use working time shall be equalised to a maximum average of 37.5 or 40 hours. Each week’s working time is to appear in the adjustment system and workers are to be notified of it at least one week before it becomes operative.

When period-based work is used, the work schedule is to be drawn up for the period being used and workers are to be notified of it at least one week before it becomes operative.

Exceptions to the above-mentioned hours may be made by local agreement under Section 18 of this collective agreement.

Absence does not change a free time schedule drawn up in advance.

Changes to the work schedule

The employer and employee may agree on changes to the work schedule.

The employer may unilaterally change the work schedule for weighty reason related to the organisation of the work, in which case the change shall affect a date that is at least five days in the future.

The employer may if needed change the working hours adjustment system with respect to a time for which the work schedule has not yet been drawn up.

Employees shall be notified without delay when changes are made.
4. Daily rest periods

If the employee’s continuous daily working time is longer than six hours, he is to be given during his working day a regular rest period lasting at least half an hour. The employee and the employer may agree on shortening or eliminating the rest period. The rest period is not counted as working time if the worker may without hindrance absent himself from the workplace.

The employee has the right to one rest period when working time exceeds 4 hours and two rest periods when working time exceeds 6 hours. The breaks are to be taken at the most appropriate times from the point of view of the work.

5. Daily rest period

The employee shall be given a period of 11 hours’ unbroken rest in the 24 hours from the start of each work shift, unless work done on an on-call or standby basis is involved or unless otherwise provided in the Act on Working Hours. The daily rest period may be temporarily shortened or exceptions may be made to it in accordance with Act on Working Hours, Section 29.

The daily rest period may be shortened according to local agreement under Section 18 of this agreement. The daily rest period should however be a minimum of 7 hours.

6. Weekly free time

Working time shall be arranged so that the employee once a week has an uninterrupted rest period of at least 35 hours which is if possible in connection with a Sunday. This weekly free time may be arranged through a system of averages, and exceptions to it may be made in accordance with Act on Working Hours.

7. Night work

Work may be caused to be done as night work referred to in the Act on Working Hours, if the nature of the work requires it. Night work is work that is done between the hours of 11:00 p.m. and 6:00 a.m.

8. Sunday work

In accordance with Section 33, Act on Working Hours, work on Sunday or on a religious holiday is compensated by an increase of 100% to the regular rate of pay.

9. Additional work and overtime

Compensation

The remuneration for additional work and overtime is defined according to Chapter 10 Section 1 of this collective agreement.
**Additional work**

Additional work is work done on the employer’s initiative in addition to the agreed working hours, up to a maximum of 40 hours a week. If an adjustment system is used, additional work is work done in addition to the agreed working hours, up to an average of 40 hours a week.

**Overtime**

Overtime is work that exceeds 40 hours a week. When an adjustment system is used, overtime is work that exceeds an average of 40 hours a week.

**Maximum amount of overtime**

A maximum amount of overtime is 250 hours in a calendar year. Additional overtime can be caused to be according to the Working Hours Act, Section 19. The maximum amount of additional overtime is 80 hours in a calendar year.

In calculating the maximum amount of overtime, the inspection period of four months according to Working Hours Act, Section 19 does not apply.

**Consent for additional and overtime work**

The employee’s consent for additional overtime work is stipulated under the Working Hours Act, Section 18.

Separate consent is required for each instance when an employee is required to work more than 8 hours in a day or more than the 8 hours entered on a work schedule.

**10. On-call duty**

**On-call duty agreement**

In addition to the stand-by time stipulated in the Working Hours Act, employer and employee may agree on on-call duty.

The agreement on on-call duty needs to be made in writing and it should include among other things the following:

- whether on-call duty is arranged on an hourly or weekly basis
- duration of on-call duty
- definition of the area where the employee is to be while on call
- time for arrival at work in case of an alert
- tasks that constitute on-call work, working time to be spent on them and compensation to be paid for them
- remuneration for on-call duty
- term of notice

A model agreement for on-call duty is attached to this collective agreement (Attachment 7).
During the on-call hours the employee is obligated to come to work if needed. During on-call duty, tasks that are part of on-call work are done, as well as tasks of the type that cannot be safely shifted to being performed later during regular working time.

Work done during on-call hours is compensated according to this collective agreement.

On-call hours are not considered as working hours.

**On-call compensation**

A condition of payment of on-call compensation is that the employer and employee have agreed in advance on the on-call duty.

On-call compensation shall be paid at a minimum of 120 € / week.

Hourly on-call duty shall be paid at 1.37 € / hour. On-call compensation is not paid for time spent performing work.

**11. Days off**

The following are days off, unless otherwise required for continuous supply of services:

- the Saturday of the week of New Year’s Day
- the Saturday of the week of Epiphany
- Easter Saturday
- the Saturday of the week of May 1
- the Saturday of the week of Ascension Day
- the Saturday of the week of Independence Day

Work done on the days off listed above shall be compensated as set forth in Section 10 subsection 6 of this agreement.

**12. Orientation**

The person whose duty it is to orientate new employees, work-based learners or trainees or to supervise competence-based qualifications exams shall be designated in advance and competent. The person shall be given sufficient time to perform these duties.
Section 9 Payment regulations

1. Determination of wages

The employee shall be paid a monthly salary or hourly wages.

The employee’s wage is determined on the basis of the collective agreement’s payroll system (Attachment 1).

If work other than that falling within the scope of the above-mentioned payroll system is done in an enterprise in the facilities services sector, the wage to be paid each time for different tasks is to be agreed separately between employer and employee, unless otherwise agreed between the labour market organisations.

Salary table from 1 April 2016

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<tr>
<th>Competence Classification</th>
<th>Score</th>
<th>Monthly Salary</th>
<th>Hourly Pay</th>
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</tr>
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Salary table from 1 April 2017

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<td>11,39</td>
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<tr>
<td>10</td>
<td>59–69</td>
<td>2363</td>
<td>14,68</td>
</tr>
</tbody>
</table>

2. Average hourly earnings

Average hourly earnings are calculated by quarter such that the salary for work done during that time, not counting increases for additional work, overtime and Sunday work, or compensation for on-call shifts, is divided by the number of hours of work done during that quarter.

3. Hourly and daily wage divisors

The daily wage is calculated by dividing the monthly salary by the number 21.5.

The hourly wage is calculated by dividing the monthly salary by the number 161.

If the working hours are less than 37.5 hours a week, the above mentioned divisors are reduced in proportion to the working time.

4. Salary for a partial month

The salary for a partial month is calculated by:

- multiplying the daily salary by the number of days for which the employee is entitled to a salary, if there are fewer than 13 of them
- reducing the monthly salary by the salary for the number of days the employee was absent, if the number of days for which the employee is entitled to a salary is at least 13.

Examples:

The employee’s monthly salary is 1 935 euros.

a) During the month the employee accumulates 9 days for which he is entitled to a salary.
Salary for one working day: 1 935 euros / 21.5 = 90 euros
Amount of salary to be paid is 9 x 90 euros = 810 euros.

b) The employee has been absent from work without pay for 8 days during the month. The number of days for which the employee is entitled to salary is 14.
Salary for one working day: 1 935 euros / 21.5 = 90 euros
Salary for working days on which the employee was absent: 8 x 90 euros = 720 euros
Salary to be paid: 1 935 euros – 720 euros = 1215 euros.

5. Payment of salary
Salary is paid into the bank account designated by the employee on the salary payment days observed by the enterprise.
When employment terminates the remaining salary shall be paid on the sixth business day following the termination of employment, unless agreed otherwise.

6. Compensation for midweek holidays
The following are paid midweek holidays:
• New Year’s Day
• Epiphany
• Good Friday
• Easter Monday
• May Day (May 1)
• Ascension Thursday
• Midsummer Eve
• Independence Day (December 6)
• Christmas Eve (December 24)
• Christmas Day (December 25)
• Boxing Day (December 26)

Conditions of compensation
Monthly salaried workers are not paid special compensation over their monthly salary for midweek holidays.
An hourly paid worker has the right to compensation for midweek holidays when the employment has lasted at least three months before the midweek holiday in question and the midweek holiday would have been a working day on his working schedule, when he would have been entitled to be paid for working. In the case of Independence Day the requirement for prior duration of employment is six working days.
An employee on sick leave or an employee who is absent because of a child’s illness is paid compensation for a midweek holiday if the holiday would have been a working day for the employee and the employer would have had an obligation to pay the employee sick pay for the day in question if there had not been a midweek holiday.
An employee who is laid off for business and productivity reasons has the right to compensation for a midweek holiday if the holiday would have been a working day for him and if the layoff has lasted a maximum of two weeks before the midweek holiday in question.

If an employee is working on an above-mentioned midweek holiday, he shall be paid a 100% increased salary for work done on a holiday and Christmas and Midsummer Eve. Separate midweek holiday compensation shall not be paid for the hours worked at that time.

**Amount of compensation**

For an employee whose regular working hours are 37.5 hours a week, the compensation for a midweek holiday is defined as 7.5 hours’ salary. For an employee whose regular working hours are 40 hours a week, the compensation for a midweek holiday is defined as 8 hours’ salary.

For an employee whose regular weekly working time is less than 37.5 hours, the compensation for a midweek holiday is calculated proportionately.

a) The employee's weekly working time is constant

Hours to be compensated for midweek holidays are calculated such that weekly working time is divided into 5 equal parts.

b) The employee’s weekly working time is variable

Hours to be compensated for midweek holidays are calculated such that working hours for the quarter are divided into 63 equal parts. The number 63 is however reduced by working days that happen to be absences because of annual holiday or the illness of the employee or his child.

**Example:**

The employee has worked 216 hours during the quarter. He has been ill for 4 working days and been on winter holiday for one week (six weekdays of leave).

Compensation for a midweek holiday is calculated as follows:

\[ 63 - (4 + 5) = 54 \text{ (divisor)} \]

\[ 216 / 54 = 4 \]

The employee is paid midweek holiday compensation for 4 hours.

The amount of the compensation is defined on the basis of average hourly earnings as set forth in Section 9 of this agreement.
Section 10 Increases to compensation

1. Compensation for additional time and overtime

Weekly working time

Work exceeding 8 hours in a day shall be compensated by an increase of 50% to the regular rate of pay for the first two hours and an increase of 100% to the regular rate of pay for subsequent hours.

Work exceeding 40 hours in a week (not including daily overtime) shall be compensated by an increase of 50% to the regular rate of pay for the first 8 hours and an increase of 100% to the regular rate of pay for subsequent hours.

If the regular working time is a maximum of 37.5 hours per week, additional work exceeding that up to 40 hours a week shall be compensated by an increase of 50% to the regular rate of pay.

If the regular working hours are 38 hours a week, the stipulations in the minutes on the increase in annual working time (Attachment 2) shall apply.

Examples:

Regular working time 40 hours a week:

<table>
<thead>
<tr>
<th></th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>Th</th>
<th>F</th>
<th>Sa</th>
<th>Su</th>
<th>total</th>
</tr>
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<tbody>
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<td>x</td>
<td>x</td>
<td>40</td>
</tr>
<tr>
<td>Hours worked</td>
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<td>8</td>
<td>9</td>
<td>7</td>
<td>8</td>
<td>x</td>
<td>54</td>
</tr>
</tbody>
</table>

The first two hours exceeding 8 hours in a day (= 5 hours) are compensated by an increase of 50% to the regular rate of pay and subsequent hours (= 2 hours) by an increase of 100% to the regular rate of pay.

54 – 5 – 2 = 47

The first 8 hours of the remaining working time exceeding 40 hours a week (=7 hours) are compensated by an increase of 50% to the regular rate of pay.

Regular working time 37.5 hours a week:

<table>
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<tr>
<th></th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>Th</th>
<th>F</th>
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<td>7,5</td>
<td>7,5</td>
<td>7,5</td>
<td>7,5</td>
<td>x</td>
<td>x</td>
<td>37,5</td>
</tr>
<tr>
<td>Hours worked</td>
<td>10</td>
<td>12</td>
<td>8</td>
<td>9</td>
<td>7</td>
<td>8</td>
<td>x</td>
<td>54</td>
</tr>
</tbody>
</table>

The two first hours exceeding 8 hours in a day (= 5 hours) are compensated by an increase of 50% to the regular rate of pay and subsequent hours (= 2 hours) by an increase of 100% to the regular rate of pay.

54 – 5 – 2 = 47
The first 8 hours of the remaining working time exceeding 40 hours a week (= 7 hours) are compensated by an increase of 50% to the regular rate of pay.

\[47 - 40 = 7\]

Because regular working time is 37.5 hours a week, additional work exceeding 27.5 hours a week (= 2.5 hours) is compensated by an increase of 50% to the regular rate of pay.

\[40 - 37.5 = 2.5\]

**Average weekly working time**

Work exceeding 10 hours in a day shall be compensated by an increase of 100% to the regular rate of pay.

Work exceeding an average of 40 hours a week (not including daily overtime) shall be compensated by an increase of 50% to the regular rate of pay and work exceeding an average of 48 hour a week shall be compensated by an increase of 100% to the regular rate of pay.

If regular working time is on average a maximum of 37.5 hours a week, work exceeding that amount up to an average of 40 hours shall be compensated by an increase of 50% to the regular rate of pay.

If the regular working hours are 38 hours a week, the stipulations in the minutes on the increase in annual working time (Attachment 2) shall apply.

**Calculation instructions:**

A. The number of hours worked in an adjustment period:

1. shall be reduced by the hours worked that are more than 10 in a day, and those hours shall be separately compensated by an increase of 100% to the regular rate of pay.

2. shall be reduced by the maximum number of hours to be worked in an adjustment period (number of weeks x 40) and the hours left over shall be compensated with increased wages.

3. The maximum number of weekly hours to be compensated by an increase of 50% to the regular rate of pay shall be the number of weeks in an adjustment period multiplied by 8 hours. The remaining hours shall be compensated by an increase of 100% to the regular rate of pay.

B. If the employee's regular weekly working time is on average a maximum of 37.5 hours a week, the number 37.5 shall be used in the calculation under point 2 and the number 10.5 shall be used in the calculation under point 3, 2.5 hours of which is to be paid as additional work.
Examples:

<table>
<thead>
<tr>
<th></th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>Th</th>
<th>F</th>
<th>Sa</th>
<th>Su</th>
<th>Total</th>
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</thead>
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<tr>
<td>week 1</td>
<td>11</td>
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<td>10</td>
<td>10</td>
<td>9</td>
<td>x</td>
<td>x</td>
<td>48</td>
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<tr>
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<td>12</td>
<td>8</td>
<td>9</td>
<td>7</td>
<td>8</td>
<td>x</td>
<td>54</td>
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<tr>
<td>week 3</td>
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<td>8</td>
<td>10</td>
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</tr>
<tr>
<td>week 4</td>
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<td>9</td>
<td>8</td>
<td>x</td>
<td>x</td>
<td>42</td>
</tr>
<tr>
<td>total</td>
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<td></td>
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<td></td>
<td></td>
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<td>197</td>
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<tr>
<td>Work over 10 hrs/day</td>
<td>1</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

A. Average working time 40 hours a week

1. Compensated by an increase of 100% to regular pay: 3 hours

2. Hours: (197 – 3) 194 hours
   - Adjustment period maximum hours: (4 x 40) 160 hours
   - Hours at increased wages: (194 – 160) 34 hours

3. Compensated by an increase of 50% to regular pay: (4 x 8) 32 hours
   - Compensated by an increase of 100% to regular pay: (34 – 32) 2 hours

B. Average working time 37.5 hours a week

1. Compensated by an increase of 100% to regular pay: 3 hours

2. Hours (197 – 3) 194 hours
   - Adjustment period maximum hours: (4 x 37.5) 150 hours
   - Hours at increased wages: (194 – 150) 44 hours

3. Compensated by an increase of 50% to regular pay: (4 x 10,5) 42 hours
   - Compensated by an increase of 100% to regular pay: (44 – 42) 2 hours

10 hours of the hours that are compensated by an increase of 50% to the regular rate of pay is additional work.

**Period-based work**

In period-based work compensation for overtime is determined according to the Working Hours Act.

If regular working time is a maximum of 112.5 hours in a three-week period then additional work beyond that amount up to 120 hours shall be compensated by an increase of 50% to the regular rate of pay.

If the regular working hours in period-based work are a maximum of 114 hours in three weeks, the stipulations in the minutes on the increase in annual working time (Attachment 2) shall apply.
Supplements

Evening, night and shift supplements are taken into account in calculating increases to basic pay.

2. Termination of employment contract in the middle of an adjustment period

a) Termination of the employment contract caused by the employee:

If the employer has the right to terminate employment for a reason arising from the employee or the employee himself terminates employment and the working time remains unequalised to the agreed average weekly working time:

- the employee is paid the regular working time wage for hours exceeding the agreed average weekly working time
- if the hours fall below the average agreed weekly working time for a monthly salaried employee, pay for the working hours that were not worked is deducted from the employee’s salary.

b) Termination of the employment contract caused by the employer:

If the employer has the right to terminate the employment contract at a time other than the trial period or the employer cancels the employment contract for business or production reasons and the working time remains unequalised to the average 37.5 / 40 hours a week:

- pay for work exceeding 37.5 / 40 hours a week is compensated by an increase of 50% to the regular rate of pay and pay for work exceeding 48 hours a week is compensated by an increase of 100% to the regular rate of pay;
- if the average weekly working time falls below the agreed number of weekly working hours, the deficit is not deducted from the salary of a monthly salaried employee. An hourly paid employee is compensated according to his employment agreement for the working hours in the weekly hour budget that remain unworked.

If the regular working hours are 38 hours a week, the stipulations in the minutes on the increase in annual working time (Attachment 2) shall apply.

3. Supplements for evening, night and shift work

An employee who is doing other than regular shift work shall be paid an evening supplement for work done between 6 p.m. and 11 p.m. and a night supplement for work done between 11 p.m. and 6 a.m., as follows:

From 1 December 2015,

- the evening supplement is 0.70 euros per hour
- the night supplement is 1.29 euros per hour.
The shift work supplement shall be paid to employees doing regular shift work as follows:

From 1 December 2015,

- the evening supplement is 0.69 euros per hour
- the night supplement is 1.27 euros per hour.

The hours of evening and night shifts are to be determined according to practices observed for the work in question.

4. Seniority supplement

Work in seniority roles is not taken into account when deciding on competence classifications.

The seniority supplement for the applicable period is 1.01 euros per hour.

5. Emergency work

When an employee who is not on on-call or standby duty is called in after hours to perform such unexpected work that could not have been agreed upon during normal working hours, the employee shall be paid the relevant hourly pay increased by 100% but no compensation for overtime.

Any supplements for evening, night and shift work for the duration of the emergency work are paid at single rate.

In accordance with Section 18 of this collective agreement, it can be locally agreed that the person on call may also receive the increased pay for emergency work.

6. Compensation for eves of holidays and certain Saturdays

Work done on Midsummer Eve and Christmas Eve is paid a wage increased by 100%.

Work done on Saturday in the week of New Year’s Day, Epiphany, May Day, Ascension Thursday and Independence Day as well as Easter Saturday is compensated by an increase of 50% to the regular rate of pay.

The increased wage shall not be paid in unbroken three-shift work.

7. Exchange of pay for time off

Employer and employee may agree to exchange pay for additional work, overtime work, Sunday work, as well as work on eves of holidays and certain Saturdays according to Section 10 subsection 6, in whole or in part, for an equivalent amount of time off from the employee’s regular working time. The time to be taken off must be agreed. The time off must be taken within six months of when the additional work, overtime work, Sunday work, or above-mentioned work on the eves of holidays or certain Sundays was done.
Section 11 Illness

1. Duty to declare and medical certificate

The employee must notify the employer without delay of his incapacity for work and its estimated duration.

The employee must present on request a medical certificate of incapacity to work or other report accepted by the employer.

Regarding sick leave during maximum three calendar days the certificate can be issued by occupational health care personnel, health care nurse or nurse under the condition that

- it is an epidemic illness (e.g. influenza or gastric influenza) and
- the medical service has not been arranged as a part of the occupational health care paid by the employer and
- the employee despite of repeated requests has not received an appointment at a doctor within the public health care due to classification of the urgency of the health care or due to other urgent reasons.

If it requires employee to visit a particular doctor the employer pays the costs of procuring the medical certificate.

2. Preconditions of payment of wages

The employer pays the employee’s wages during the period of illness if

- the employment has lasted at least one month and
- the employee is prevented by illness or accident from doing the job according to the employment contract and
- the employee has not caused his incapacity for work intentionally, by criminal activity, by reckless living or by other gross negligence.

3. Payment of sick pay

Sick pay is paid from the beginning of second day lost through illness that would have been a working day for the employee.

The one-day delay in sick pay does not however apply

- when the employment has continued uninterrupted for at least two years before the beginning of the illness or
- when the incapacity for work was caused by am occupational accident or
• when the incapacity for work has continued so long that the employee has begun to receive a daily allowance under the Sickness Insurance Act. (The qualifying period under the Sickness Insurance Act is 1+9 working days.)

Sick pay is paid for each occurrence of incapacity to work as follows:

<table>
<thead>
<tr>
<th>Duration of employment at the time of falling ill</th>
<th>Period for which wages are paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>more than 1 month, but less than 3 years</td>
<td>28 calendar days</td>
</tr>
<tr>
<td>more than 3 years, but less than 5 years</td>
<td>35 calendar days</td>
</tr>
<tr>
<td>more than 5 years, but less than 10 years</td>
<td>42 calendar days</td>
</tr>
<tr>
<td>more than 10 years</td>
<td>56 calendar days</td>
</tr>
</tbody>
</table>

Wages are paid for the working days falling within the period.

If the incapacity for work begins in the middle of a working day or shift, the employer pays the employee’s wages until the end of the working day or shift.

4. Amount of sick pay

Monthly salaried employees shall be paid their basic monthly salary for paid sick periods. Supplements for evening, night and shift work are paid in sick pay if they would have accrued to the employee during the period of illness. If the paid period begins or ends in the middle of a month the provision on calculating partial months in salary payment (Section 9 subsection 4) shall be observed.

Hourly waged employees shall be paid sick pay according to their average hourly earnings and their average daily working hours. The average daily working hours shall be calculated for the same time that their average hourly earnings are calculated.

Deductions

Sick pay paid by the employer is reduced by the daily allowance for the same incapacity for work and the same period of time or by a comparable compensation which is paid:

• on the basis of law,
• on the basis of insurance paid for in whole or in part by the employer or
• from the sickness insurance fund that receives a subsidy from the employer.

If the daily allowance is not paid for reasons arising from the employee himself or if it is paid in a smaller amount than normal, the employer's obligation to pay salary is reduced by the amount remaining unpaid. If the employee is not entitled to a daily allowance at all according to the Sickness Insurance Act, the employer is not obligated to pay sick pay according to this collective agreement.

If the salary has already been paid then the employer may draw the daily allowance for itself or collect it from the employee, however to a maximum of the amount that it pays.
5. Recurrence of illness

If the employee falls ill with the same illness within 30 calendar days of returning to work, sick pay is paid as follows:

- the absences are counted together and salary is paid as if there were only one period of illness
- payment of salary begins immediately with the first day of illness, if that was to have been a working day for the employee. In this case there is no waiting period.

When the same illness recurs more than 30 days after the employee returns to work, sick pay is paid as if it were a new illness.

Section 12 Temporary absence

1. Sudden illness of a child under 10

When an employee’s child under 10 years or a child under 10 years permanently living in the same household suddenly falls ill, the employee shall be paid salary according to Section 11 of this collective agreement, if

- a short absence is necessary in order to organise care for the child or to care for the child,
- the organisation of care or the care lasts 1, 2, 3 or 4 days,
- the employee has given notice of the absence, and if possible of its duration, without delay, and has delivered the same report of the child’s illness that would be required for the employee’s own illness.

The parent not living in the same household as the child has the same right.

The conditions of paying salary in this case to other than a single parent are that

- both persons permanently living in the same household as the child are gainfully employed and it is not the case that one is gainfully employed and the other parent has no possibility of arranging care or caring for the child due to his employment and working hours or
- one parent is prevented from participating in the care of the child because of performance of military service or reserve exercises and
- a report has been given of the other parent’s being prevented from looking after the child.

A person who has permanently separated from his spouse without a judgment for divorce is to be equated with a single parent.

Salary is to be paid only to one parent at a time for the same illness.
2. Other temporary absences

Absences with pay

The following days are days off with pay if they fall on a working day:

- the employee’s 50th and 60th birthdays
- the employee’s wedding day
- the day of the funeral of the employee’s spouse, child, spouse’s child, sibling, parent, or spouse’s parent

Employers shall be notified of absences in good time.

Absences without pay

Efforts shall be made to give an employee who has been elected to the governing body of the Central Organisation of Finnish Trade Unions SAK or Service Workers United PAM the opportunity to participate in the meetings of the organisation.

The Congress, General Council and Executive Board of SAK and the Representative Assembly, Union Board and sector committees of PAM shall be considered governing bodies.

Seriously ill child

If a child is seriously ill the employee is entitled to unpaid absence (Council of State decision 5 July 1987/93). The absence is to be agreed upon with the employer ahead of time.

3. Annual holiday benefits

The absences provided in this section are considered to be a period equivalent to time at work with the exception of absences caused by the care of a seriously ill child.

Section 13 Medical examinations

Conditions for payment of salary

The employee has the right to attend medical checkups and examinations in the following cases (a-d) without losing earnings, as long as the checkups and examinations are arranged to avoid unnecessary loss of working time and the employer is notified about them in advance, if possible.

Salary is not however paid for a medical examination attended on a waiting period day, or for a visit to a doctor arising from the employee's own gross negligence or intention.

a. Determination of illness

A necessary medical examination for determination of illness and related laboratory and X-ray examinations ordered by a doctor, if the appointment cannot be made for a time outside working hours.
b. Cancer

Time required for treatment of cancer, if the time cannot be arranged outside of working hours. Incapacity for work as a result of treatment is compensated according to Section 11 of this agreement.

c. Acute dental condition

Care of an acute dental condition causing incapacity for work, if the illness requires care the same day. As a condition of pay, the dentist must provide a certificate of incapacity for work and the urgency of the treatment.

d. Pregnancy

Attendance by the employee of the required examinations for giving birth referred to in the Contracts of Employment Act, Section 4 subsection 8.

e. Statutory checkups and examinations

- examinations referred to in the Council of State decision on statutory occupational health care and accepted in the operating plan for occupational health care.
- examinations related to the Young Workers’ Act or the Radiation Act.
- examinations required by the Health Protection Act, arising from the transfer of the employee to another job within the same enterprise.

The employer pays the necessary travel costs of the employee for examinations or follow-up examinations in point e. Daily allowances are paid according to Section 17 of this collective agreement.

**Section 14 Family leave**

Maternity leave, paternity leave and parental leave, childcare leave as well as partial childcare leave are determined according to the Contracts of Employment Act as well as the Sickness Insurance Act.

**Paid maternity and paternity leave**

The employee receives salary according to ordinary working hours in accordance with the average hourly earnings in section 9 during three months maternity leave and during six days paternity leave.

The conditions for the salary to be paid are:

- the employee has right to maternity or paternity allowance and that she/he complies with the stipulations concerning payment of the allowance
- the employment has lasted continuously at least one year when the maternity or paternity leave commences and
- the employee returns to hers/his job after the leave.
If an employee adopts a child younger than 7 years old the employee is under above mentioned conditions entitled to salary paid according to ordinary working hours in accordance with the average hourly earnings in section 9 during three months. A further condition is that the employee has right to parental allowance and that she/he follows the stipulations concerning payment of the allowance.

If the employee terminates the employment without returning to work after the parental leave, the employer has the right to claim repayment of the difference between the salary and the allowance paid for the corresponding period during the maternity, paternity or adoption leave.

The daily working hours for an hourly paid employee with working hours less than 37.5 hours a week are determined so that the working time is calculated according to the average daily working hours during 12 months prior to the parental leave.

Family leaves are with above mentioned exceptions unpaid.

During a childcare leave an employee does not earn annual holiday nor does he accrue other benefits that are determined on the basis of length of employment.
Section 15 Annual holidays

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

1. Determination of holiday pay

**Monthly salaried employees (14 day earnings rule or 35 hour earnings rule)**

The daily pay of a monthly salaried employee during his holiday is calculated by dividing the monthly that is in force when he leaves on vacation by the number 25. This daily pay is multiplied by the number of vacation days earned.

If the holiday pay calculated by the method above does not equal the salary that would otherwise be paid to the employee, the holiday pay is to be equalised with the employee’s actual pay in the next salary payment.

Holiday pay and compensation shall be increased by the following percentage of the supplements for shift work, evening work and night work paid during the vacation qualifying year (1 April – 31 March):

- 9% if employment has lasted less than a year at the end of the holiday credit year
- 11.5% if employment has lasted at least a year at the end of the holiday credit year

**Hourly paid employees (14 day earnings rule)**

Holiday pay or compensation is calculated on the basis of average hourly earning as follows:

*Calculation of average hourly earnings*

The salary paid or due to be paid for time at work, not counting supplements to be paid over basic salary for emergency overtime and by law or agreement for overtime, divided by the corresponding number of hours worked.

The average hourly earnings thus calculated are multiplied by the following coefficient corresponding to the number of vacation days:
### Coefficient tables

<table>
<thead>
<tr>
<th>Number of days of annual holiday</th>
<th>Coefficient</th>
<th>Number of days of annual holiday</th>
<th>Coefficient</th>
</tr>
</thead>
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<tr>
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</tr>
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</tr>
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</tr>
<tr>
<td>30</td>
<td>208,5</td>
<td>30</td>
<td>222,4</td>
</tr>
</tbody>
</table>

If the number of vacation days is larger than 30, the coefficient is increased by 6.75 per vacation day if the weekly working time is 37.5 hours and by 7.2 per vacation day if the weekly working time is 40 hours.

If the employee’s regular working time is shorter than 37.5 hours a week, the coefficient is calculated by dividing the regular weekly working time by 37.5 and multiplying the holiday entitlement by the resulting coefficient.
Example:

An employee works an average of 28 hours a week. He gets 30 days of vacation.

The average hourly earnings are multiplied by a coefficient of 28:

$$28 : 37.5 \times 208.5 = 155.68$$

If the employee does not have regular weekly working hours, the number is arrived at by dividing the number of hours worked during the vacation qualifying year by the number of working days and then multiplying by the average number of weekly working days.

**Hourly paid employees (35 hour earnings rule)**

Holiday pay or compensation is paid to the employee according to the following percentages:

<table>
<thead>
<tr>
<th>Earnings for the holiday credit year (1 April – 31 March)</th>
<th>Employment has lasted less than a year as of 31 March</th>
<th>Employment has lasted more than a year as of 31 March</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 %</td>
<td>11,5 %</td>
<td></td>
</tr>
</tbody>
</table>

Earnings for the holiday credit year (1 April – 31 March) are according to the Annual Holidays Act, Section 12 composed of salary paid for time at work not counting increases for overtime and emergency overtime compensation as well as increases to calculated pay.

**Employees working less than 35 hours a month**

Holiday bonus is not paid on holiday pay according to the Annual Holidays Act, Section 16 to employees that work less than 35 hours a month.

**2. Agreement on the date of payment of holiday pay**

Employer and employee may agree on the payment of holiday pay on a regular salary payment day.
Section 16 Holiday bonus

1. Amount

The holiday bonus is 50% of the employee’s holiday pay.

2. Date and conditions of payment

Half of the holiday bonus shall be paid together with the holiday pay and the other half together with that salary payment which is paid for the employee’s first day after the annual holiday, if the employee is not prevented from returning to work by an acceptable reason.

A condition of payment of the second part of the holiday bonus is that the employee duly returns from his annual holiday to work or is prevented from returning by an acceptable reason. The employee should in any case be still be employed on the last day of the annual holiday.

3. Other agreement on payment of holiday bonus or exchange for time off

Employer and employee may agree to pay the holiday bonus otherwise or to exchange it for an equivalent amount of time off. The holiday bonus shall however be paid or time off shall be given before the start of the next holiday credit year.

4. Exceptional payment of holiday bonus

The holiday bonus shall also be paid together with holiday compensation if employment terminates during the holiday season (2 May – 30 September) for reasons other than those arising with the employee himself. A fixed-term employment agreement does not constitute a reason arising with the employee himself. The holiday bonus is paid in that case only for the holiday compensation of an already concluded vacation qualifying year.

If the employment is terminated for business or production reasons during his annual holiday, the holiday bonus shall be paid as extending until the end of his declared annual holiday.

An employee who returns to work having fulfilled his military service obligation or women’s voluntary military service receives the holiday bonus for that holiday compensation that was paid to him before he left for military service. The holiday bonus shall be paid together with the first salary payment following the employee’s return to work.

An employee who is retiring on an old age pension, disability pension, early old age or disability pension shall be paid the holiday bonus as well as annual holiday pay and annual holiday compensation.
Section 17 Travel

1. Business trips

A business trip refers to a trip taken on the order of the employer outside of the enterprise’s customary place of business. The place of business refers to a town, municipality, or unified business area formed by multiple towns or municipalities.

The date and means of travel shall be agreed before departure, which is also a requirement for compensation of travel costs.

2. Travel expenses

Compensation for travel expenses (daily allowance and kilometre allowance) and principles of compensation (deadlines) are determined by a decision of the National Board of Taxation (www.vero.fi) or according to the corresponding level of travel regulations in the enterprise.

3. Compensation for travel time

Compensation for travel time, if the time does not fall within normal working hours, is paid in the amount of the regular wage for working time, up to a maximum of 4 hours a day.

Travel time is not counted as working time unless it is also being used for work performance according to the Working Hours Act.

Examples:

1. A monthly salaried employee has agreed to a business trip outside the customary place of business for the enterprise. The journey to the destination is 200 km and the driving time is 2.5 hours. The employee uses his own car for the trip. The working time at the destination is 7 hours. The employee’s regular working time is 7 hours a day.

The 7 hours at the destination is counted as working time. Pay for the working day is included in the employee’s monthly salary. A kilometre allowance and a daily allowance are paid according to the decision of the National Board of Taxation. The trip time is compensated by 4 hours of the employee’s regular hourly wage for working time. The time used for the trip is not working time.
2. A monthly salaried employee has agreed to a business trip outside the customary place of business of the enterprise. The distance to the destination is 80 km and the driving time is one hour. The employee uses transportation arranged by the employer. The working time at the destination is 7 hours. The employee’s regular working time is 7.5 hours a day.

The 7 hours at the destination is counted as working time. Pay for the working day is included in the employee’s monthly salary. Compensation for travel time is paid for 1.5 hours, because half of the travel hours are occurring within regular working hours. The time used for the trip is not working time.
Section 18 Local agreements

The following provisions apply to local agreements:

- The parties to the agreement are the employer or his representative and the shop steward, employees or an employee.
- The agreement shall be made in writing.
- The agreement may be made until further notice or for a fixed period. An agreement valid until further notice or a fixed-term agreement that has lasted over nine (9) months may be terminated observing a period of notice of three (3) months. An agreement applying to period-based work may be terminated with a period of notice of three (3) months after it has been valid for two years.

A local agreement has the same obligations as a provision of a collective agreement. When the agreement expires the provisions of this collective agreement shall be complied with. If the arrangement has been committed to for a certain time period, the arrangement continues to the end of the period regardless of any notice of termination.

The shop steward has the right to inspect the local agreements applying to the employees he represents.
Section 19 Shop steward

The Shop Steward Agreement between the Real Estate Employers and Service Union United PAM can be found appended to this collective agreement (Attachment 4).
Section 20 Occupational safety

The employer has an obligation to take measures necessary to safeguard the safety and health of the employees. For this purpose the employer must take account of the work, working conditions and other work surroundings as well as details relating to the individual needs of employees. The employer must also conduct an assessment of the dangers and hindrances of the work premises and surroundings, on the basis of which effective occupational safety measures shall be drawn up.

The employee must observe and comply with the rules and instructions given by the employer. The employee shall otherwise observe and comply with the arrangements and cleanliness as well as carefulness and caution necessary to maintain the safety and health of his work and working conditions. The employee shall also, to the extent allowed by his experience, training and guidance received from the employer, and professional skill and with the means at his disposal, look out for his own as well as other employee’s safety and health.

The associations recommend that attention should be paid to healthy and secure working methods in the introduction to the work. The employee should also receive information about the occupational safety organisation of the company as well as about sick leave practice and occupational health care.

The Collective Agreements Act, Sections 7-10 shall not apply to the clause above.

Protective clothing and equipment

If the nature or conditions of the work make special work clothes or other equipment necessary in order to avoid accident or illness, the employer is obligated under the Occupational Safety and Health Act to provide this protective equipment to the employee for his use.

The employer shall pay for protective clothing that is necessary for occupational safety as well as other necessary protective equipment.

Section 21 Industrial safety delegate

The organisation of industrial safety shall comply with legislation in force as well as with the provisions of the agreement on co-operation in industrial safety between the Employers’ Confederation of Service Industries and the Central Confederation of Finnish Trade Unions SAK, unless provided otherwise in this collective agreement.

By “workplace” is meant any of the enterprise’s place of business (town, municipality or business area formed by multiple towns and municipalities), unless otherwise agreed by the labour market organisations.
The labour market organisations state that the practical arrangements for the election of an industrial safety delegate according to the Work Safety Supervision Act and Decree are the affair of the employees. It is however the duty of the employer to supply lists of the employees who are on the payroll on the date of the arrangements.

The industrial safety delegate has the right to receive time off work to attend to his duties. The time to be used for these duties is determined on the basis of the number of employees represented by the industrial safety delegate. Both full-time and part-time employees are to be counted in this number.

The monthly compensation to be paid to the industrial safety delegate is determined on the same grounds as the time off work.

If the same person is both shop steward and industrial safety delegate the compensation to be paid is determined to maximum the amount to be paid to a shop steward that is granted fulltime off work.

<table>
<thead>
<tr>
<th>Number of employees</th>
<th>Hours in a four-week period to be used by the industrial safety delegate to attend to his duties</th>
<th>€/month 1 December 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>fewer than 10</td>
<td>as needed</td>
<td>no compensation</td>
</tr>
<tr>
<td>10 - 30</td>
<td>2</td>
<td>71</td>
</tr>
<tr>
<td>31 - 50</td>
<td>5</td>
<td>71</td>
</tr>
<tr>
<td>51 - 150</td>
<td>14</td>
<td>71</td>
</tr>
<tr>
<td>151 - 300</td>
<td>30</td>
<td>71</td>
</tr>
<tr>
<td>301 - 450</td>
<td>50</td>
<td>83</td>
</tr>
<tr>
<td>451 - 650</td>
<td>75</td>
<td>93</td>
</tr>
<tr>
<td>651 - 800</td>
<td>98</td>
<td>111</td>
</tr>
<tr>
<td>801 - 1100</td>
<td>108</td>
<td>137</td>
</tr>
<tr>
<td>1101 -</td>
<td>full time</td>
<td>137</td>
</tr>
</tbody>
</table>

The employer shall compensate the industrial safety delegate for telephone costs incurred by him in the performance of his duties, on the basis of accounts submitted. Travel expenses incurred by the delegate in attending to his duties shall be compensated on the basis of this collective agreement.

The industrial safety delegate is on his own initiative obliged to get acquainted with the working environment of the work place, the facilities as well as the stipulations concerning industrial safety. He shall also call the attention of those employees he is representing to questions regarding the working environment and the facilities that have influence on the safety and health of the employees. The industrial safety delegate informs the supervisor on basis of the work and the conditions and gives suggestions and if needed also informs other representatives of the employer.
Section 22 Group life assurance

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

Section 23 Trade union membership fees

The membership fee of Service Union United PAM shall be collected from employees’ salaries in each pay period once the employee has submitted an authorisation to do so. The payments shall be disbursed monthly to the account of Service Union United PAM.

Section 24 Assembly at the workplace

Employees working for an enterprise who are members of a Service Union United PAM local trade union branch may hold meetings on employment questions and management of organisational matters at the workplace outside of working hours, if

• the holding of the meeting is agreed upon with the employer in advance,
• the employer has a meeting place that is appropriate for the purpose and
• the organiser is responsible for the arrangements and the cleanliness of the meeting rooms.

Section 25 Work clothes and tools

The employer shall cover the costs of work clothes for its employees and give the employees the use of work tools and materials. The employee shall be responsible while doing the work for those tools and materials that have been entrusted to him as well as for storing them in the storage place shown to him by the employer.

Section 26 Order of negotiations

Differences of opinion concerning this agreement shall be negotiated first between employer and employee or their shop stewards. If consensus is not achieved in these consultations, consultations will be conducted between the Real Estate Employers and Service Union United PAM. If consensus is not achieved in these consultations either, the matter can be brought to the Labour Court for decision.
Section 27 Industrial peace

All means of industrial action that are directed at this collective agreement in its entirety or any of its individual provisions are prohibited.

Section 28 Validity of the agreement

This agreement is valid from 1 February 2017 to 31 January 2018 and thereafter for one year at a time unless terminated by either party one month before its expiry at the latest.

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

Helsinki 14 September 2016

REAL ESTATE EMPLOYERS

SERVICE UNION UNITED PAM
ATTACHMENT 1

SALARY SYSTEM FOR THE FACILITIES SERVICES SECTOR

According to the system wages consist of a task-specific salary. The task-specific salary is determined based on the demands (competence classification) of the job. The classification is determined in relation to the competence, interaction, responsibility and working conditions demanded by the job.

In addition to the task-specific salary employees receive an education supplement based on qualifications they hold.

TASK-SPECIFIC SALARY

COMPETENCE FACTORS IN THE COMPETENCE CLASSIFICATION SYSTEM

Competence and interaction

The competence factor is used to evaluate how accurate the work instructions are. The more applied deliberation that the job requires, the more demanding it is considered to be. A job is more demanding the more it involves knowledge of a customer’s service/production process or the ability to take into account the demands of the process.

Evaluation of technical skills includes knowledge of work methods, regulations, machinery, equipment, substances and their use. At the highest competence levels, specialist training is required in addition to experience.

Interaction refers to the extent to which the job requires influencing other people’s decisions. Influence can be internal within the workplace or external, related to customers or other outside parties.

There are six competence levels. The level is determined on the basis of how much competence the tasks at hand require. There are three levels of interaction. Different levels of interaction may appear at each competence level, but the interaction levels in the darker boxes are unusual at the competence level in question.

Seniority is not taken into account when evaluating this factor of the competence classification.
<table>
<thead>
<tr>
<th>COMPETENCE</th>
<th>INTERACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Skills and knowledge required and scope of job</strong></td>
<td>1 2 3</td>
</tr>
<tr>
<td><strong>1</strong></td>
<td><strong>Ordinary contacts</strong></td>
</tr>
<tr>
<td><strong>2</strong></td>
<td><strong>Responsible for advice, guidance and instruction</strong></td>
</tr>
<tr>
<td><strong>3</strong></td>
<td><strong>Advanced negotiation skills required</strong></td>
</tr>
<tr>
<td><strong>1</strong></td>
<td><strong>2</strong></td>
</tr>
<tr>
<td><strong>Detailed instructions are provided for the job. The tasks are easy to learn with brief orientation and are completed according to instructions.</strong></td>
<td><strong>7</strong></td>
</tr>
<tr>
<td><strong>Completion of the tasks requires knowledge of machinery and machine-working methods as well as manual tools and manual working methods. The job may include tasks requiring the use of specialist tools and methods.</strong></td>
<td><strong>9</strong></td>
</tr>
<tr>
<td><strong>or</strong></td>
<td><strong>The job requires advanced knowledge of the customer’s operations in order to complete practical tasks.</strong></td>
</tr>
<tr>
<td><strong>There are clear work instructions, but their application requires knowledge obtained through experience or training. Completing the tasks requires mastery of several work methods, tools and machines, or knowledge of specialist techniques and methods. Usually, professional education at the vocational level is required.</strong></td>
<td><strong>16</strong></td>
</tr>
<tr>
<td><strong>Generic instructions are provided for the work. Choosing between different alternatives requires knowledge obtained through experience and education – usually at the further qualification level.</strong></td>
<td><strong>21</strong></td>
</tr>
<tr>
<td><strong>Work requests are target-oriented. The tasks may be new. Making choices and decisions requires extensive experience in the field and education at the further qualification or specialist qualification level.</strong></td>
<td><strong>26</strong></td>
</tr>
<tr>
<td><strong>Completion of the tasks requires extensive specialist competence and independent application of diverse technical and administrative functions. The tasks require specialist education and knowledge obtained through long-term experience.</strong></td>
<td><strong>26</strong></td>
</tr>
</tbody>
</table>
Responsibility

Responsibility refers to the margin for interpretation contained within the work instructions and the effect that decisions made on this basis by the employee have on the customer. There are four responsibility levels. The level is determined on the basis of total responsibility of the job. The intention is to evaluate, how the job (not its negligence) affects to customer’s service/production process.

<table>
<thead>
<tr>
<th>RESPONSIBILITY</th>
<th>Freedom awarded by the work instructions and the effect that decisions made on this basis by the employee have on the customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ordinary responsibility for the completion and outcomes of the work. The end result has an impact on general habitability and comfort.</td>
</tr>
<tr>
<td>2</td>
<td>The outcomes of the work have an influence on the faultless progress of a production or service process.</td>
</tr>
<tr>
<td>3</td>
<td>The outcomes of the work have a direct impact on the progress of a service process. Independent decisions have a substantial impact on customers’ operations.</td>
</tr>
<tr>
<td>4</td>
<td>Major responsibility for the completion and outcomes of the work. Responsibility for making independent decisions that have a major impact on an extensive area of operation.</td>
</tr>
</tbody>
</table>

Working Conditions

Disruptive or inconvenient circumstances have a direct effect on the job and hinder the work in comparison with normal working conditions. These circumstances may require the use of exceptional protective gear or equipment. What is measured is the quantity and extent of the strain caused repeatedly by the work in relation to the working hours.

<table>
<thead>
<tr>
<th>CONDITIONS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The workplace contains some detrimental or inconvenient circumstances, but they are not disruptive.</td>
</tr>
<tr>
<td>2</td>
<td>The workplace contains disruptive detrimental or inconvenient circumstances, or The work is medium heavy and it is done in varying weather conditions, or Exceptional measures or actions have to be taken frequently.</td>
</tr>
<tr>
<td>3</td>
<td>The work is heavy and/or the workplace has circumstances and conditions that hinder the work.</td>
</tr>
</tbody>
</table>
CARRYING OUT THE EVALUATION

The evaluation of the factors of the competence classification is done in cooperation between the employer and a shop steward. If the company does not have a shop steward, the employees may appoint a representative from among their ranks. A local agreement may also be made regarding a larger task force that will conduct the classification.

The purpose of the wage system is to correctly classify jobs based on their demands. The classification is based on the actual and established content of the work. The evaluation focuses on the jobs and tasks, not on the employees or their performance. Job titles, old contracts, old job descriptions or the usual salary paid for a task are not necessarily an accurate reflection of the actual and up-to-date demands of a job.

The level is evaluated separately for each factor in the competence classification. Employees’ salaries are set generally in accordance with the competence classification of the job that the employee mostly does.

If a job clearly consists of two or more tasks that have different competence classifications, and none of them accounts for a clear majority of the working hours, there are two options:

1. Calculate an average of the tasks’ scores, weighted according to the time spent on each task;
2. Evaluate the tasks separately and pay the salary separately for each task depending on the time spent on each (salary varies according to the content of the job).

The employer chooses which of these options to use.

If the employer and employee sides cannot agree on an evaluation, the final decision is made by the employer.

Stages of Competence Classification

1. Job Descriptions

The first step for making a proper competence classification in accordance with the new wage system is to formulate job descriptions. The job description must take into account the tasks completed within a sufficiently long period of time, to ensure that sporadic and incidental variations are accounted for. It should not be too specific or detailed, but rather describe the elements that play a fundamental role in the job.

2. Reference Jobs

In companies with a lot of jobs to evaluate, reference jobs may be chosen to simplify the classification. The reference jobs must comprise a set of distinct and different tasks which form a representative sample of the work carried out within the company or workplace. The procedure is technical in nature and it does not mean that the reference jobs result a binding framework for all other jobs. The reference jobs must be described in writing so that the applicability of the profiles can be assessed in the long run.
Other jobs’ competence classifications are determined either by using the evaluation system above or by comparing the job to other jobs or reference jobs. Comparing should also be made separately for each competence factor.

Reference jobs may not be necessary in small companies or workplaces, where each job can be classified directly using the system. In all cases, it must be ensured that those who conduct the evaluation are sufficiently familiar with the jobs being evaluated.

3. Competence Classification of the reference jobs

The demands (competence classification) of jobs and reference jobs are evaluated based on the job descriptions.

The evaluation is done one factor (competence, interaction, responsibility and working conditions) at a time. In other words, no job is evaluated as a whole for all factors at once.

The point score awarded to each factor in accordance with the system determines how demanding a task is in relation to other classified tasks.

The results of the evaluation and the assumptions made in the evaluation must be recorded. In this way, the same principles can be applied later and the reasons behind certain choices can be checked. This ensures the consistency of evaluations.

In evaluating a task, the employee’s current wage group must not be used as a basis for comparison.

4. Other Jobs

Other Jobs are evaluated after the competence classification of the reference jobs. The competence classification is determined either by using the evaluation system above or by comparing the job to reference jobs or job models.

5. Determining How Demanding an Employee’s Job Is

The competence classification on which the task-specific salary for a job is based is determined according to how demanding the job is –by using the evaluation system. The evaluation provides each job with a total point score that determines the competence classification of the job.

6. Job Models

Job models provide an indication of the competence classification of various tasks and their purpose is to set an example of possible job descriptions and competence classifications.

The models may be used as an aid in the evaluation if they are comparable to an employee’s actual job. However, remember that the models are simply examples and may not be applicable to actual jobs. If an employee’s actual job does not correspond to a model in all respects, the model may not be used as is, and the competence classification must be done using the method indicated above.
7. Changes and Reviews

The competence classification of a job must correspond to how demanding the job is in real life. If assignments or working conditions change on a permanent or semi-permanent basis, the evaluation must be redone.

Factors affecting the competence classification must be reviewed regularly by the evaluation task force, in the agreed manner. Annual reviews are recommended, for example in conjunction with salary reviews based on collective agreements or at other agreed times.

EMPLOYEE SALARIES

The salary table in the wage system has ten levels. The task-specific salary is determined according to the total point score that determines the competence classification of the job.

The wage table of the salary system applies only to employees fully capable of work.

**Structure of the Wage Table**

<table>
<thead>
<tr>
<th>Competence Classification</th>
<th>Score</th>
<th>Monthly Salary</th>
<th>Hourly Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Trainee</td>
<td>A trainee’s pay is equivalent to 90% of the salary for Level 2.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>17–20</td>
<td>Rates determined according to valid collective agreement.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>21–24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>25–28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>29–33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>34–38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>39–44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>45–51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>52–58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>59–69</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Trainees

Trainees are employees who do not yet possess the professional skills or qualifications required for a job, and whose work therefore requires supervision. Trainees are remunerated according to Competence Level 1. The concept of “trainee” includes employees who are completing a practical work session included in their education and students who are employed in their vacation periods. The training period is the time within which most trainees obtain the necessary confidence, performance level and independent deliberation ability required for the job in question. Training periods are determined separately for each job.

EDUCATION SUPPLEMENT

The education supplement is paid to employees who have fully completed a basic degree or vocational or specialized vocational qualification in a field relevant to their work. The education supplement is paid in addition to the employee’s personal salary. Only qualifications completed after 1 January 1997 entitle the holder to the education supplement.

To receive the education supplement the qualification must be fundamentally related to the employee’s current tasks and the employee must present an appropriate certificate verifying the qualification. The education supplement will be paid from the beginning of the salary payment month that follows the presentation of the certificate.

Depending on the qualification, the education supplement can be equivalent to 2%, 3% or 5% of the employee's task-specific salary in accordance with the competence classification table:

- basic degree 2%
- vocational qualification 3%
- specialized vocational qualification 5%

The education supplement is only paid for one qualification at a time, which is always the highest applicable qualification.

TRANSFER TO THE NEW WAGE SYSTEM

This new wage system will come into effect on 1 January 2011 and entirely replaces the previous KIPARE Wage System for the Property Services Sector and the Wage System for the Cleaning Sector from that date. Competence classifications according to the new system must be made by 30 June 2011.

If an employee’s individual salary does not correspond to the minimum salary determined in the wage system after the new competence classification, the salary must be revised to correspond to the minimum according the new system.

If an employee’s individual salary calculated according to the new competence classification is lower than his or her previous salary, the salary may not be revised downwards when adopting the new system. In this case individual salary includes a salary portion that can later be removed in conjunction with pay rises.

The work experience supplement according to the old Wage System for the Cleaning Sector and the personal salary portion of the old KIPARE wage system must remain, the quantity remaining the same in euros, in the form of employees’ personal supple-
ments, which may not be removed in conjunction with pay rises until 1 January 2013. These personal supplements are not subject to general pay increases in 2011 and 2012.

Upon adoption of the new wage system, the old requirements regarding floor-specific maintenance work in the hotel sector will be removed, but a minimum pay that is equivalent to the current pay level must be agreed for floor-specific work. The minimum level for floor-specific work must be revised once a year in conjunction with the pay reviews for the Collective Agreement for the Property Services Sector (starting on 1 January). The reference salary should be the salary received by the employee on 31 December 2010.

The parties have jointly formulated a salary system application guide with model templates.
MINUTES ON INCREASING WORKING TIME FOR EMPLOYEES IN THE FACILITIES SERVICES SECTOR

From 1 January 2017, the annual employee working time shall be increased on average by 24 hours without changes to yearly pay in accordance with the Competitiveness Pact. When regular working hours are at least 37.5 hours a week, the annual working time shall be increased by 24 hours. In fixed-term and part-time employment (including part-time layoff, parental leave, sick leave and pension), the increase shall be implemented in proportion to the agreed duration of the employment contract and/or working hours. In the case of varying regular working hours, the increase shall be determined on the basis of the agreed minimum working hours or the established regular working hours so that the employee’s agreed working hours correspond with his or her actual weekly working hours prior to implementing the increase. Notification of the time when the increase will be implemented shall be given in compliance with Section 8.3. of this collective agreement concerning work schedules.

The parties recommend that a greater proportion of the increase will be allocated to full-time employees.

When agreeing on the increase, the stipulations in Section 10.1. of this collective agreement concerning additional working time shall not be applied.

The method and principles of implementing the increase in working time shall be agreed locally in compliance with Section 18 of this collective agreement so that the contractual parties are primarily the shop steward and employer. The shop steward and employer may agree that the increase in working time is agreed upon collectively with the employees of the company, area, unit or site or directly with an individual employee.

If the employees have not elected a shop steward, the increase in working time shall be agreed upon between the employer and the employees of the company, area, unit or site collectively in accordance with Section 18 of this collective agreement. The employer and the employees may collectively agree that the employer can agree upon the increase in working time directly with each employee individually.

Unless the method of implementing the increase in working time is agreed locally, the employer shall determine the method of implementation in the following manner:

1) When regular working hours are 40 hours a week, the number of days off in lieu of shorter working hours shall be reduced by 24 hours in accordance with the table in Section 2b of the Minutes on reducing work time for employees in the facilities services sector (Attachment 3).

2) When regular working hours are 37.5 hours a week:

   A) The weekly regular working hours shall be increased by 0.5 hours to 38 hours a week and the following stipulations shall apply:
a) Section 8.1. of the collective agreement / Weekly working hours
Regular working hours shall not exceed 38 hours a week.

b) Section 8.1. of the collective agreement / Average weekly working hours
The working hours during a one week period shall not exceed 9 hours a day and 38 hours a week.

When average weekly working hours are used, the working hours may be arranged by adjusting them to an average of a maximum of 38 hours a week.

c) Section 8.1. of the collective agreement / Period-based work
Regular working time in period-based work is maximum 114 hours in three weeks or maximum 76 hours in two weeks.

d) Section 10.1. of the collective agreement / Weekly working time
If the regular working time is a maximum of 38 hours per week, additional work exceeding that up to 40 hours a week shall be compensated by an increase of 50% to the regular rate of pay.

e) Section 10.1. of the collective agreement / Average weekly working time
If regular working time is on average a maximum of 38 hours a week, work exceeding that amount up to an average of 40 hours shall be compensated by an increase of 50% to the regular rate of pay.

If the employee’s regular weekly working time is on average a maximum of 38 hours a week, the number 38 shall be used in the calculation under point 2 and the number 10 shall be used in the calculation under point 3, 2 hours of which is to be paid as additional work.

f) Section 10.1. of the collective agreement / Period-based work
If regular working time is a maximum of 114 hours in a three-week period then additional work beyond that amount up to 120 hours shall be compensated by an increase of 50% to the regular rate of pay.

g) Section 10.2. of the collective agreement / Termination of employment contract in the middle of an adjustment period

b) If the employee has the right to terminate the employment contract at a time other than the trial period or the employer cancels the employment contract for financial or production-related reasons and the working time remains unequalised to the average 38 hours a week:

pay for work exceeding 38 hours a week is compensated by an increase of 50% to the regular rate of pay and pay for work exceeding 48 hours a week is compensated by an increase of 100% to the regular rate of pay;
B) The weekly regular working hours shall be temporarily increased to 40 hours a week. The increase shall be implemented as full calendar weeks at a time notified by the employer. During the period of implementation, the stipulations of Section 8.1. on regular working hours of 40 hours shall apply. During the period of implementation, the stipulations of Section 10.1. of this collective agreement on regular working hours of 40 hours shall apply to the calculation of increase in pay. The Minutes on reducing work time for employees in the facilities services sector (Attachment 3) shall not apply. When calculating the annual holiday pay, the coefficient table concerning the 37.5-hour weekly working time found in Section 15.1. of this collective agreement shall apply.

3) When regular working hours are less than 37.5 hours a week, the increase shall be implemented by increasing the regular weekly working hours in proportion to the existing working time.
MINUTES ON REDUCING WORK TIME FOR EMPLOYEES IN THE FACILITIES SERVICES SECTOR

Section 1 Scope

The reduction of yearly working time by 100 hours affects those employees whose regular working time is 40 hours a week.

The reduction decreases the following regular annual periods of time off:
- annual holidays of more than 30 business days
- days off based on a supplementary agreement or practice

Section 2 Accumulation of days off

Time off is earned on the basis of regular working days worked in a calendar year, as follows:

a) An increase in working hours has been locally agreed in line with the minutes on increasing working time (Attachment 2):

<table>
<thead>
<tr>
<th>minimum of working days</th>
<th>days off</th>
<th>or</th>
<th>hours off</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>36</td>
<td>2</td>
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<td>54</td>
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<td>72</td>
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<td>90</td>
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<td>108</td>
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<td>179</td>
<td>10</td>
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<td>80</td>
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<tr>
<td>196</td>
<td>11</td>
<td></td>
<td>88</td>
</tr>
<tr>
<td>213</td>
<td>12,5</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
b) An increase in working hours has not been locally agreed in line with the minutes on increasing working time (Attachment 2):

<table>
<thead>
<tr>
<th>Minimum of working days</th>
<th>Days off</th>
<th>or</th>
<th>Hours off</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>1</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>42</td>
<td>2</td>
<td></td>
<td>16</td>
</tr>
<tr>
<td>66</td>
<td>3</td>
<td></td>
<td>24</td>
</tr>
<tr>
<td>91</td>
<td>4</td>
<td></td>
<td>32</td>
</tr>
<tr>
<td>116</td>
<td>5</td>
<td></td>
<td>40</td>
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<tr>
<td>141</td>
<td>6</td>
<td></td>
<td>48</td>
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<tr>
<td>165</td>
<td>7</td>
<td></td>
<td>56</td>
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<tr>
<td>189</td>
<td>8</td>
<td></td>
<td>64</td>
</tr>
<tr>
<td>213</td>
<td>9,5</td>
<td></td>
<td>76</td>
</tr>
</tbody>
</table>

Also counted as regular working days worked are days when the employee is absent from work, and for which the employer pays salary or compensates for loss of earnings. However, employees do not accumulate annual leave for the working hours that have been eliminated in the reduction.

**Section 3 Conferral of days off**

The reduction in working hours shall happen without lowering earnings. The hours that have been eliminated from working time shall be accumulated as part of the annual holiday.

Days off accrued during the calendar year shall be given to the employee for use no later than the end of September of the following year, unless employer and employee agree otherwise. The days off shall be given on a date designated by the employer. The employer shall strive to notify the employee of when the days off are available to be taken as early as possible and at the latest one week before giving them.

The time off shall be given as full days each compensating one shift or working day, or by shortening daily and/or weekly working time in ways to be determined by the employer. Employer and employee can agree on other ways to confer the time off, or on compensating the time off with money. This agreement is to be made in writing.

**Entry on record:**

These minutes shall not change the practice with respect to free time from working hours reductions for persons employed under the collective agreement on terms of employment for the cleaning sector whose regular working time as of 31 December 2005 was 40 hours a week and whose practice with respect to free time from working hours reductions was that the employer gave free time in shift-based units.

Absences do not cause changes in the compensatory free days for working hour’s reductions that are marked on the work schedule.
Section 4 Termination of employment

If the employee has not been given the time off he has accumulated when his employment terminates, the employer shall pay the employee an equivalent salary for the time off on the basis of his average hourly earnings.

If the employee has been given too much time off when employment terminates, the employer shall withhold salary equivalent to the extra time from the final settling of accounts with the employee.

Section 5 Weekly overtime

If an employee’s regular working time is shortened due to time off that must be given, work done on the days off shall be paid the same compensation as weekly overtime.

If time off is given by shortening daily or weekly working time, then additional work done during the hours off, which is not daily or weekly overtime, shall be compensated as weekly overtime.

Section 6 Period of validity of the agreement

This agreement is valid for the same period as the collective agreement on terms of employment for the facilities services sector.

Helsinki, 21 October 2005

REAL ESTATE EMPLOYERS

SERVICE UNION UNITED PAM
SHOP STEWARD AGREEMENT

Purpose of the Agreement

Shop Steward Agreement’s purpose is to improve cooperation between employer and employees in different parts of a company and prevent arising problems.

Changes in the operating environment emphasize the importance of cooperation and local bargaining. Employers and the shop stewards are required to an unbiased approach to challenges. This requires regular interaction between the employer and the shop steward.

Due to changes in emphasis of the shop steward tasks the role of the shop steward has become more like a partner in the company’s and its staff’s various development projects as well as improving company productivity and job satisfaction.

The future challenges of facilities services, joint development projects and local bargaining require a comprehensive agreement on the shop steward system in which credit the shop stewards have the necessary knowledge and skills to carry out their duties.

Section 1 Scope

The agreement is applied within the scope of the Collective Agreement for Facilities Services Sector Employees.

Section 2 Duties of a shop steward

The shop stewards shall:

• improve cooperation between employer and employees
• improve and maintain industrial peace
• participate in settling local agreements
• represent organized workers in the work area
• monitor and promote employee compliance of collective agreements and labour legislation
• participate in local dispute settlement
• be an active partner in the productivity and development projects

An agreement made within the framework of the shop steward’s authority is also binding on the employees he represents.
Section 3 Election of shop steward

By shop steward is meant the chief shop steward, the regional chief shop steward and the local shop steward.

The shop steward shall be an employee of the enterprise in the sector covered by the collective agreement for the facilities services sector and a member of the Service Union United.

In his employment the shop steward is similar position as all other workers in the company.

General rules

The shop steward shall be elected by employees of the enterprise who belong to a local trade union branch.

If more than one shop steward is put forward for election in any collective agreement sector of the enterprise, an election is to be agreed upon with the employer.

The local trade union branch has the right to organise the election at the workplace. An opportunity shall be reserved for all members to participate in the election. The employer shall set aside time for the persons named by the local trade union branch for the election to be carried out. The employer shall be notified of the election at the latest 7 days before it takes place.

Shop stewards

Shop stewards and deputies may be elected accordingly:

1. Chief shop steward

A chief shop steward may be elected in an enterprise with at least three employees.

Enterprises operating nationally or over a broad geographic area are divided from the point of view of the expedient performance of the shop steward position into multiple geographic entities taking account of the business and administrative responsibilities of the enterprise. Regional chief shop stewards are elected for the geographic entities in question.

If several regional chief shop stewards have been selected in company, the shop stewards can choose a company’s chief shop steward from among them. The company’s shop steward’s task is to organize joint deliberations in matters of common interest in the enterprise. At the same time the chief shop stewards must also agree on the company’s chief shop steward’s mandate. The employer must be notified in writing of the selected company’s chief shop steward and his mandate.

In enterprises where the shop steward organization is so constructed that the geographic areas are represented by regional chief shop stewards they must be given an opportunity to meet and address common issues when necessary. Employer and chief shop stewards must agree on the quantity of meetings and the practical arrangements. The employer shall defray on the costs of these meetings.
2. Local shop steward

Local shop stewards may be elected in enterprises operating nationally over a broad geographic area when the employer and chief shop steward agree on the matter in writing. Elected local shop steward represents workers of the area in matters concerning the area.

Election of local shop steward

When the employer and the chief shop steward agree on the areas where the local shop stewards may be elected, they must take into account the following:

- organizational and decision-making structure of the enterprise
- management autonomy and separation of the area in question
- number of staff
- needs to develop co-operation, local bargaining and negotiating systems.

3. Deputy shop steward

The employer shall be notified in writing when the deputy shop steward will be acting as a substitute. When acting in place of the shop steward, the deputy shall have the same rights and duties as the shop steward.

Compensation of shop steward duties shall be paid to the deputy when acting in place of the shop steward.

Announcements to the employer

The trade union shall immediately notify the employer in writing of elected shop stewards and their deputies and of the endings of shop steward's term of office. The shop steward status comes into force at the earliest from the time when the employer has been duly notified of the election.

If a shop steward who has been elected for a fixed term continues in his position without a shop steward election, the employer is to be notified of this immediately and in writing.

Having been informed of the new shop steward the employer shall immediately notify shop steward in writing of the person who will negotiate with the shop steward on behalf of the employer.

Change in Circumstances

When the enterprise or a part of it is substantially reduced or expanded or a transfer, merger, or comparable organisational change in a business, the local trade union branch should as soon as possible bring the shop steward organisation into correspondence to the changed size and structure of the enterprise or part of the enterprise.
Section 4 Information to be provided to the shop steward

These stipulations do not limit the shop steward’s right to information separately defined in law and central organisation agreements.

If confusion or difference of opinion arises about an employee’s salary or the application of a law or agreement related to employment, the shop steward shall be given all of the information that has a bearing on the settlement of the case.

The employer must at a request of chief shop stewards request the design of the system. Employer and the Steward may agree on the exact design of the work of the review of individual job site.

The shop steward shall be given at his request the following information on the employees of the enterprise:

Once a year

- last and first names
- workplace and organisational division
- a salary group or equivalent to which each employee and the job he is performing belong
- number of staff and persons who have been separately appointed to jobs or have otherwise been temporary employees in the past twelve months.

Twice a year,

- information on terminations and layoffs
- information about employees on fixed-term contracts and the agreed length of these contracts,
- number of full-time and part-time employees as well as the number of persons who have been separately appointed to jobs or have otherwise been temporary employees in the past six months.

Within a month from the start of employments

- first and last names of new employees and the dates when new employees enter the employer's service

In addition the chief shop steward shall be given at his request the following information on group-specific work area of employees, provided that the information is based on the company’s other activities arising from the data file:

- The average monthly or hourly pay, excluding supplements
- The average monthly or hourly wage with supplements
- Total hours worked and proportion of overtime of the hours worked.

The chief shop steward shall receive the above information once a year in accordance with the collective bargaining agreement’s salary grouping. Information relating to the six individuals of smaller groups of employees is not provided.

The chief shop steward shall be given at his request a report of the information collected in connection with hiring.
The chief shop steward has the right to examine a list drawn up of emergency work and overtime work and the increased compensation paid for these.

The shop steward shall keep the information he receives in order to attend to his duties confidential.

**Section 5 Release from work and storage space**

**Release from work**

The shop steward has the right to sufficient time off from work to attend to his duties as shop steward.

The factors that should be taken into account as affecting the amount of time off include the number of employees and workplaces, the location of the place of business and the nature of the operations of the enterprise.

Steward for duties agreed upon times a week can also be combined. Exemption from the time the date is agreed between employer or his representative.

**Release time from work and use of time and compensation**

Table presented below in accordance with work release time is given only to the company's chief shop steward, unless otherwise agreed by company.

Shop steward of their duties shall be paid compensation only from the company's chief shop steward, unless otherwise agreed by company.

Time off from work given to the chief shop steward shall be defined on the basis the total number of full-time and part-time employees in the area represented by him, as follows:

<table>
<thead>
<tr>
<th>Number of employees</th>
<th>hours/week</th>
<th>C/month 1 December 2015</th>
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<tbody>
<tr>
<td>fewer than 20</td>
<td>as needed</td>
<td>no compensation</td>
</tr>
<tr>
<td>20 – 50</td>
<td>2</td>
<td>71</td>
</tr>
<tr>
<td>51 – 150</td>
<td>4</td>
<td>71</td>
</tr>
<tr>
<td>151 – 300</td>
<td>7</td>
<td>71</td>
</tr>
<tr>
<td>301 – 500</td>
<td>20</td>
<td>94</td>
</tr>
<tr>
<td>501 – 800</td>
<td>30</td>
<td>111</td>
</tr>
<tr>
<td>801 –</td>
<td>full-time</td>
<td>137</td>
</tr>
</tbody>
</table>

The number of employees is reviewed every six months.

The shop steward has the right to visit the job sites in the area represented by him when the date of the visit and other practices have been agreed between the employer or his representative and the shop steward prior to the visit.
Working circumstances

The shop steward shall be given sufficient storage space for his files, taking the conditions of the workplace into account, and if needed shall have the right use appropriate office space and ordinary office equipment under the employer’s control.

Conventional concept of office equipment is also covered by the company generally available computer hardware and related software, and Internet access (email). The evaluation will take into account size of the enterprise, scope and tasks of the shop steward and correct use of time. Practical arrangements will be agreed locally.

According to the size of the enterprise, the employer and the shop steward agree on a both parties suitable arrangement concerning the generally used communication and information systems in the enterprise as well as other conditions on the work place on basis of which the shop steward regularly can inform the employees he represents and new employees about issues that belong to the shop steward tasks.

Section 6 Compensation for lost earnings

The employer shall compensate those earnings which the shop steward loses in attending to his duties as shop steward during his regular working time. The shop steward shall be paid compensation according to this collective agreement, Section 9.2.

When the shop steward carries out duties agreed upon with the employer outside of his regular working time, he shall be paid the compensation for additional work and overtime work according to this collective agreement.

Travel expenses

If the shop steward has to travel because of his shop steward duties as agreed upon with the employer, his travel expenses shall be reimbursed as in connection with normal working duties.

Where the employer has permitted the shop steward to use his or her own car for travel, kilometre allowance shall be paid.

The earnings development of the chief shop steward

The earnings development of the chief shop steward should correspond at least to the average earnings development of equivalent employees in the corresponding occupation group in the enterprise.

Section 7 Shop steward training

The shop steward has the right to participate in training that is in accordance with the training agreement.

The employer and the chief shop steward shall investigate during shop steward’s term weather the maintenance of skills, either the former or equivalent job, requires occupational training, which is arranged also for other workers.

At the expiration of his duties as chief shop steward, the chief shop steward and the employer shall investigate together whether the employee requires training to main-
tain his level of occupational skill for his former job or a similar job. The employer shall arrange any training required on the basis of this discussion.

**Section 8 Safeguarding of employment**

**Prohibition of discrimination**

The shop steward shall not be discharged from his job or otherwise discriminated against on account of his work as shop steward.

He shall not during his term as shop steward or because of it be transferred to a lower paid or less respected job than that which he held when he was elected shop steward.

**Principles of business and production related notice**

If an enterprise terminates or lays off employees for business or production related reasons, this measure cannot be applied to the shop steward, unless the operations of the enterprise or a part of the enterprise including the shop steward’s area of authority are being discontinued completely.

If it is jointly stated or the employer can otherwise demonstrate with respect to the individual in these negotiations that the shop steward cannot be offered a job that corresponds to his occupation or is otherwise suitable, an exception may be made to this regulation.

The shop steward may for business or production reasons be terminated or laid off only when

- his work is completely discontinued and no other job corresponding to his occupational skills can be found for him or
- the employer cannot train him for other job according to Section 7:4 of the Employment Contracts Act

**Individual protection**

The shop steward has a special protection against termination according to the Contracts of Employment Act (Section 7:10, subsection 1)

The shop steward’s employment agreement may not be terminated contrary to the regulations in the Contracts of Employment Act, Section 8:1-3.

Due to different reasons there may arise problems between the shop steward and the employer, which when they have reached an acute stage, may lead to the employer considering dismissal of the shop steward. The associations shall, as soon as they have been informed of this matter, start negotiations to find out the reasons, conditions and facts having led to the situation. The negotiations shall take place without delay in order not to exceed the deadlines according to the Contracts of Employment Act. The aim of the negotiations is to try to reach a mutual standpoint on the conditions on basis of which the confidence between the employer and the shop steward, that is the ground for the employment, may be restored. This procedure also applies to deputy steward. Remainder of the employment protection provisions do not apply to deputy steward, except when acting in place of the shop steward.
Protection of candidates

The provisions on safeguarding of employment shall apply also to candidates for the post of shop steward, whose nomination shall be made known in writing to the employer.

Protection of candidates shall begin at the earliest three months before the beginning of the chief shop steward’s term of office, and end for those who are not elected once the election result has been confirmed by the organiser of the election.

Safeguarding of employment after expiration of term

The provisions on safeguarding of employment shall apply also to an employee who has functioned as chief shop steward for six months after the expiration of his term as chief shop steward.

Compensation

A shop steward whose employment agreement has been terminated by his employer in contravention of this agreement shall be paid compensation of a minimum of 10 days and a maximum of 30 days of salary. This compensation shall be determined according to the same principles as provided in the Contracts of Employment Act, Section 12:2 subsection 2, and the employee’s position as shop steward shall also be taken account of in this case.

The labour market organisations may also in individual cases agree on a smaller compensation than 10 months of salary.

Section 9 Organisation of negotiations

The negotiation system is determined according to the collective agreement for the facilities services sector, Section 26.

Section 10 Validity of the agreement

This agreement is valid from 1 May 2010 until further notice. The period of notice for terminating it is two months.
TRAINING AGREEMENT

Section 1 Working group on training

For the execution of the trade union training intended by the agreement, there is a working group on training to which each of the parties shall name two representatives.

The working group on training shall approve all courses a calendar year at a time. Courses may also be approved in the middle of the calendar year if needed.

In making decisions to approve courses the working group should draw attention to the fact that if needed courses shorter than a week and local courses should also be approved for compensation.

Before a course is approved, the working group shall be given a report of the goals, teaching programme, dates, location, target group, and other information requested by them about the course. A condition of approving a course is the jointly stated need for training. The working group on training shall have the opportunity to follow the teaching in a course they approve.

The labour market organisations shall notify the working group of the courses it has approved at the latest two months before the start of the first course.

Section 2 Occupational advanced training, further training and retraining

Where the employer gives the employee occupational training or sends the employee to a training opportunity related to his occupation, costs involved in the training and loss of earnings from regular working time shall be compensated. If the training occurs outside of working hours, the employee shall be compensated for the direct costs associated with the training. Before registering for a training opportunity it shall be stated whether the training is training according to this section.

Loss of earnings from regular working time shall be compensated according to the employee’s average hourly earnings. Travel costs shall be compensated according to the cheapest means of transport.

In order to secure and increase the supply of competent work force in the branch the associations recommend that the employees should have opportunities to participate in education supporting and developing their professional skills. The associations also recommend that the employer pays the costs caused during the employee’s education, if the employer and the employee agree on the purpose of the education.
Section 3 General training

General training refers to for example general training required by a cooperation agreement, training related to participation systems and basic and specialised courses required from the point of view of industrial safety cooperation and organised by enterprises or the Centre for Occupational Safety.

Participation in the training shall be agreed upon within the workplace between the employer and employee or shop steward or in some other way agreed upon within the workplace. Participation in the training shall be compensated in the same way as training according to Section 2.

Section 4 Trade union training

1. Preservation of employment and notification deadlines

A representative of the employees shall be given the opportunity without breaking his employment to participate in a course approved by the working group on training and lasting at most one month, if participation in the course can take place without causing a substantial inconvenience to the enterprise.

The workforce representative can participate in one course with the same contents in a year.

If the workforce representative is to attend a course module lasting a maximum of two weeks and the training is to be organised in more than one period, the employee has the right to participate in two course periods in a year.

If participation is denied, the workforce representative in question shall be notified 10 days before the course begins of the reason why granting time off would produce a substantial inconvenience.

Notification of plans to participate in a course shall be made as early as possible. If the course lasts a maximum of one week, notification shall be given a minimum of three weeks before the course begins. If the course is longer than one week, notification shall be given a minimum of six weeks before the course begins.

The labour market organisation’s industrial safety course should be aimed especially at industrial safety delegates.

2. Compensation

The chief shop steward, the deputy chief shop steward and the industrial safety delegate may participate in a course approved by the working group on training, without their salary being reduced.

For a shop steward the loss of earnings shall be compensated within a maximum of two weeks and for an industrial safety delegate within a maximum of one week. A condition of the compensation for lost earnings is in addition that the course in question be related to the participant’s cooperative work within the enterprise.

The loss of earnings shall be compensated at the employee’s average hourly rate of earnings.
Section 5 Other provisions

Participation in training according to Section 4 shall not reduce annual leave, retirement, or other comparable benefits.

Section 6 Period of validity

This agreement is valid until further notice. The period of notice is three months.

Helsinki, 21 October 2005

REAL ESTATE EMPLOYERS

SERVICE UNION UNITED PAM
MINUTES ON PREVENTION OF VIOLENCE THREATS

Threat assessment

According to the Act on Occupational safety the employer’s assessment of threats occurring in service working tasks should also include a judgement of violence threats against the working place. The judgement should be updated at least once a year.

The assessment should pay attention to among other things working alone, especially in evenings and at nights and violence that has occurred at the work place or in the near environment.

According to the assessment the employer together with the client arrange the work and the working conditions so that violence threats can be prevented or cut down.

Prevention of threats

When the contract of employment is agreed on, the employee should be informed of possible working alone and the risks in connection to that.

Violence threats could be prevented by:

- drawing up instructions in case of violence
- giving the employee enough introduction or training to prevailing security and alarm systems
- in the assessment taking into account violence threats when dimensioning the work force in planning both working shifts and working hours
- securing contact to police or a private security company, for example by telephone

Aftercare in threat situations

The employer arranges needed aftercare.
# AGREEMENT ON ON-CALL DUTY

<table>
<thead>
<tr>
<th>1. PARTIES TO THE CONTRACT</th>
<th>Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. VALIDITY OF THE AGREEMENT</th>
<th>The agreement is in force until further notice and it begins:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>The agreement is for a fixed term and it begins:</td>
</tr>
<tr>
<td></td>
<td>And ends:</td>
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<tr>
<td></td>
<td>An on-call agreement that is in force until further notice may be terminated by either party</td>
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<td></td>
<td>with 14 days’ notice of termination</td>
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<tr>
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<td>with one month’s notice of termination</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>3. TIMES ON CALL</th>
<th>Hourly on call duty:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly on-call duty:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. TIME TO ARRIVAL AT WORK WHEN ON CALL</th>
<th>minutes</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5. ON-CALL COMPENSATION FOR ON-CALL DUTY</th>
<th>€ / hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€ / week</td>
</tr>
</tbody>
</table>

Work done during on-call time shall be compensated according to the collective agreement on terms of employment.

<table>
<thead>
<tr>
<th>6. DATE AND SIGNATURE</th>
<th>This agreement exists in two identical copies, one for each party.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Place</td>
</tr>
<tr>
<td></td>
<td>Signature of employer representative</td>
</tr>
</tbody>
</table>
MINUTES ON THE EXTENSION OF THE COLLECTIVE AGREEMENT FOR EMPLOYEES IN THE FACILITIES SERVICES SECTOR

The Real Estate Employers and Service Union United PAM have agreed upon an extension of 12 months to the collective agreement for employees in the facilities services sector in compliance with the Competitiveness Pact negotiated by the central labour market organisations.

Section 1 Period of validity

This collective agreement for employees in the facilities services sector is valid between 1 February 2017 and 31 January 2018.

Section 2 Pay increase

Across-the-board increase

No across-the-board increases shall be implemented during the period of validity of the agreement.

Pay scale increases

On 1 April 2017, an overall increase of 1.25% per hour shall be applied across the collective agreement minimum pay scales.

Section 3 Increase in working time

1) A second paragraph will be added to Section 8 Working hours of the collective agreement:

From 1 January 2017, the annual working time shall be increased on average by 24 hours without changes to pay in accordance with the minutes on increasing working time (Attachment 2) appended to this collective agreement.

2) The following reference will be added to the collective agreement Sections 8.1 Weekly working hours and Average weekly working hours, 10.1. Weekly working time and Average weekly working time and 10.2. Termination of employment contract in the middle of an adjustment period:

If the regular working hours are 38 hours a week, the stipulations in the minutes on the increase in annual working time (Attachment 2) shall apply.

3) The following reference is added to Section 8.1. Period-based work of the collective agreement:

If the regular working hours in period-based work are a maximum of 114 hours in three weeks or 76 hours in two weeks, the stipulations in the minutes on the increase in annual working time (Attachment 2) shall apply.
4) The following reference is added to Section 10.1. *Period-based work* of the collective agreement:

If the regular working hours in period-based work are a maximum of 114 hours in three weeks or 76 hours in two weeks, the stipulations in the minutes on the increase in annual working time (Attachment 2) shall apply.

5) The content of the attachment concerning increase in working time will be moved to the collective agreement Section 8.1. of Chapter III *Working time* and Sections 10.1. and 10.2. of Chapter IV *Compensation* in the next agreement period starting on 1 February 2018. At the same time, the other amendments to the collective agreement in Section 4 of these minutes will also be moved to the attachments section of the collective agreement.

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

1) A new point 6 will be added to the end of Section 11 of the collective agreement:

6. Absence due to illness without a medical certificate

In order to reduce the cost of absences due to illness, the procedure discussed below may be agreed upon locally in accordance with Section 18 of this collective agreement. The procedure refers to the practice where the employee may notify the employer of his or her short-term incapacity for work and its cause without providing a medical certificate by a doctor or nurse.

This agreement is only applied to absences due to the employee’s own illness that last no more than three calendar days and are short-term and require no medical attention (such as the common cold, stomach bug or diagnosed migraine). The employee must notify the employer of his or her incapacity for work without delay in accordance with Section 11.1. of this collective agreement.

The employer may require that the employee provide a medical certificate from day one if the employer views that there are reasonable grounds to do so. Such grounds include frequent short-term absences due to illness, events taken place at the workplace prior to the absence or a suspicion of substance abuse. In such cases, the medical certificate is a prerequisite for receiving pay.

When agreeing upon this procedure, the following may be taken into consideration:

- purpose of the agreement;
- to whom will the procedure apply: e.g. the procedure does not apply to those under treatment referrals or employees with previously diagnosed problems with their ability to work;
- how and to whom the notification is to be made;
- for how long at a time is the leave granted;
- will the procedure be applied during a trial period;
- how will the procedure be implemented if the absence is next to a day off or holiday;
• anticipating abuses of the system and the possibility to remove an employee from the scope of the procedure or deviate from the regular payment procedure during sick leave in cases of abuse;
• what will the procedure be if the illness persists;
• how many times a year can an employee be absent by his or her own notification;
• absence under doctor's orders cannot be extended by the employee's own notification;
• how the application of the agreement will be controlled.

The employer may also unilaterally implement the absence notification procedure where no certification verifying incapacity for work from a doctor or nurse is required.

2) The following paragraph is added as the final paragraph to Section *Purpose of the Agreement* of Attachment 4 *Shop Steward Agreement*:

The associations consider it important that cooperation is promoted at the workplace, and this requires that shop stewards are well acquainted with the company’s operations and the changing operating environment.

3) A new final paragraph is added to Section 1 of Attachment 5 *Training Agreement*:

In the view of the working group on training, it is important that economic understanding be improved. The working group on training shall include more training that improves understanding of business operations into the trade union training courses that receive employer's support.

4) A new sentence will be added to the end of Section 5 *Working circumstances* of Attachment 4 *Shop Steward Agreement*:

The employer shall, on request, provide the shop steward with contact information of the employees in the shop steward's area of responsibility to which the employer has access.

**Section 5 Working groups**

**Local agreements and status of the shop steward**

The contractual parties shall form a working group that will review during the agreement period how to increase opportunities for local agreements and improve the ability of shop stewards to perform in their role where opportunities for local agreements have been increased.

**Working hours bank**

The contractual parties shall form a working group that will negotiate on the principles governing the working hours bank by 31 December 2016.

**Salary system**

The contractual parties shall continue the work of the relevant working group from the previous agreement period.
Section 6 Validity of the Agreement

This agreement shall be valid between 1 February 2017 and 31 January 2018, and then for one year at a time, unless either party terminates the agreement no later than one month prior to the end of its period of validity.

The stipulations of this agreement shall apply until a new collective agreement enters into force or either contractual party declares that the negotiations have ended.

Section 7 Copies of the minutes

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

Section 8 Review of the minutes

The undersigned contractual parties indicate by their signatures that these minutes have been reviewed and approved.

Helsinki 14 September 2016

REAL ESTATE EMPLOYERS

SERVICE UNION UNITED PAM