COLLECTIVE AGREEMENT

PRIVATE SOCIAL SERVICES SECTOR

1.5.2023–31.12.2025

SuPer Tehy Erto

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Contents

Collective agreement for the private social services sector

made between the Finnish Association of Private Care Providers and Sosiaali- ja terveysalan neuvottelujärjestö Sote ry, the Trade Union for the Public and Welfare Sectors JHL, the Union of Professional Social Workers Talentia and Sosiaalipalvelualan allianssi Salli

Section 1 Scope of the agreement

This agreement is applicable to employees working for the social sector service units of the member companies of the Finnish Association of Private Care Providers. This agreement does not, however, apply to:

A company's management, the heads of independent departments and people in corresponding supervisory positions who represent the employer in determining the terms of the employment relationships of employees covered by the scope of this collective agreement.

This refers to members of the company's management, heads of independent departments and other people in corresponding supervisory positions whose principal duties include acting as the employer's representative.

Section 2 Management and division of work as well as right of association

1. The employer has the right to supervise and allocate work as well as to hire and dismiss employees.

2. The right of association is mutually inviolable.

Section 3 Start of employment relationship

1. A trial period that is a maximum six of months long may be agreed on at the beginning of an employment relationship; during the trial

period, the employment contract may be terminated without a period of notice by either party. In a fixed-term employment relationship of less than 12 months, the trial period may be at most one-half of the term of the employment contract.

If an employee has been absent from work during the trial period due to incapacity for work or a family leave, the employer has the right to extend the trial period by one month for each 30-day calendar period included in the period of incapacity for work or family leave. The employer must inform the employee of extending the trial period prior to its end.

2. Employment contracts are made in writing. However, a fixed-term employment relationship that lasts for no more than one week may also be agreed on orally, provided that the employee is notified of the term of the employment relationship, the regular working hours and the justification for the temporary employment in writing or electronically.

3. Fixed-term employment contracts may be made for justified reasons as referred to in the Employment Contracts Act.

3.1 The term of a fixed-term employment contract may not, without a justified reason, be made for a shorter period of time than what the fixed-term need for workforce known to the employer is with regard to the work in question.

3.2 A work shift schedule in accordance with section 6(8) of this collective agreement shall be drawn up for a fixed-term employee.

3.3 If an employer and employee have entered into several consecutive fixed-term employment contracts without interruptions or with only short interruptions in between, the employment relationship is considered to have been valid continuously as referred to in Chapter 1, section 5 of the Employment Contracts Act in terms of the determination of employment benefits.

Section 4 End of employment relationship

1. When the employer terminates an employment contract valid until further notice, the following periods of notice shall apply, depending on the duration of the employment relationship:

0 to 1 years	14 days
more than 1 to 4 years	1 month
more than 4 to 8 years	2 months
more than 8 to 12 years	4 months
more than 12 years	6 months

When the employee terminates an employment contract valid until further notice, the period of notice is 14 days when the employment relationship has lasted for no more than five years and one month if it has lasted for more than five years.

The period of notice begins to run on the day following the termination.

Example:
An employment relationship subject to a 14-day period of notice is terminated on 13 January. The last day of validity of the employment relationship is 27 January.

When counted in months, the employment relationship ends on the same day (in terms of the number of day in the month) as on which the relationship was terminated. If there is no equivalent day, the employment relationship ends at the end of the month.

Example:
An employment relationship subject to a two-month period of notice is terminated on 13 January. The last day of validity of the employment relationship is 13 March.

Example:
An employment relationship subject to a one-month period of notice is terminated on 31 August. The last day of validity of the employment relationship is 30 September.

2. A fixed-term employment relationship ends without a period of notice at the end of the agreed period of work.

Section 5 Wages

1. The signatory organisations agree on the grounds for wages, wages and their payment in a separate pay agreement of the collective agreement.

2. Unless otherwise agreed with the employer, wages are paid to the financial institution indicated by the employee, where they must be available for withdrawal by the employee on the due date. When the wage falls due on a date on which financial institutions are closed, the closest preceding date is considered to be the due date.

Section 6 Working hours

Working hours comply with the provisions of the Working Hours Act, subject to the following:

Length of regular working hours

General working hours

1. An employee's regular working hours in work other than office or period-based work are, at maximum, 8 hours a day and 38 hours 20 minutes a week.

> **1.B.** Working hours can also be arranged in such a way that they are, at maximum, 8 hours a day and 40 hours a week. This requires the employee's annual working hours to be reduced by 7 hours for each such month of working for which the employee is paid a full salary for the work in question for every day of the month or which includes a maximum of three unpaid days.

The time off is granted during the next six months following the accumulation period or even later, if agreed, and it will be notified of two weeks in advance.

Office working hours

2. An employee's regular working hours in office work are, at maximum, 7 hours 40 minutes a day and 37.5 hours a week.

> **2.B.** At workplaces which have applied shorter office working hours than 37.5 hours a week, the practice will remain unchanged. Any summer working hours shorter than normal

working hours, however, will be waived as of 1 June 1994. Local agreements can be made on extending office working hours to a maximum of 37.5 hours or on summer working hours.

Extending working days by an hour

3. The daily maximum working hours may be, in work pursuant to subsections 1 and 2, and subject to prior agreement, temporarily extended by an hour. This requires the working hours to be adjusted to the applicable maximum weekly working hours during the reference period.

Period-based working hours

4. An employee's regular working hours in period-based work as referred to in section 7 of the Working Hours Act – such as in early childhood education services requiring night work and social services operating for the major part of the day – are, at maximum, 10 hours a day and, in night shifts, 12 hours a day, and 38 hours 20 minutes a week.

In emergency duty-like period-based work, in which the employee usually has a chance for rest during the shift, the maximum length of the shift may be longer, as long as the daily rest periods pursuant to section 25 of the Working Hours Act are met.

Minimum length of a shift

5. Inappropriately short shifts are to be avoided. Shifts lasting less than four hours are not to be used at a workplace unless an employee's needs or some other justified reason attributable to work – such as the short duration of the work or need for workforce – so requires.

Clause concerning varying working hours

6. "Clause concerning varying working hours" refers to a working hours arrangement in which:

1. the employee's working hours during a specified period of time vary, on the basis of agreement, according to the work offered by the employer, between the minimum and maximum amount pursuant to the employment contract, or

2. the employee agrees or, based on the circumstances, can be proven to have agreed to perform work for the employer

when called to do so separately

A. without minimum working hours or

B. according to part-time working hours, which the actual working hours during a 12-month monitoring period materially exceed.

Varying working hours may not be agreed on at the employer's initiative if the employer's need for workforce covered by the agreement is fixed.

Any minimum working hours included in a clause concerning varying working hours may not, when agreed on at the employer's initiative, fall below what is required by the employer's need for workforce.

If the actual working hours over the past 12 months indicate that the agreed minimum working hours are not equal to the employer's actual need for workforce, the employer must, at the request of the employee, negotiate on amending the clause to reflect the actual need.

Unless otherwise mutually agreed, the clause on minimum working hours must be defined according to the average of actual working hours over the past 12 months. However, the minimum working hours do not need to be redefined if the actual working hours deviate, on average, from the minimum working hours agreed on in the employment contract by no more than four hours a week. If the employer can show, in writing and on justifiable grounds, the future need for workforce to be something other than the actual average, the clause on minimum working hours will be defined accordingly.

Use of work shift schedules

7. Regular weekly working hours can also be organised in such a way that they are, on average, the aforementioned. This requires a work shift schedule to have been prepared in advance for the work concerning the period of time during which the weekly regular working hours adjust to the average in question. The length of the reference period is 3–6 weeks.

Application instructions: Work shift schedules must be planned for full calendar weeks.

In other work than period-based work, the working hours may not, during any week of the reference period, exceed 48 hours. When applying a six-week reference period in period-based work, the working hours may not exceed 126 hours during the first or second three-week period.

8. A work shift schedule of the work shifts is prepared in advance for the reference period. This work shift schedule must be made available to the employees well in advance and no later than a week before the relevant schedule becomes applicable. Work shift schedules may be changed only by agreement or due to weighty unforeseen changes in the conditions in which the employer is having work done. In the latter situation, the employer should also seek to agree on the changes and inform the employee of such changes as soon as possible.

Application instructions: When a shift change is agreed upon, the employer may not unilaterally adjust the working hours during the same reference period.

Application instructions: Any changes made to a confirmed work shift schedule must be made available and, on request, subsequently verifiable within statutes of limitation.

Application instructions: *When agreeing on an extra work shift or extending a work shift with a full-time employee at the initiative of the employer, this constitutes overtime if the overtime limits pursuant to the collective agreement are exceeded. On the other hand, if it is agreed in mutual understanding with the employee on how the corresponding shortening of working hours will be realised during the reference period, this constitutes a change of work shift schedule.*

(Flexitime and flexible working time arrangements are subject to separate principles on realising changes under the Working Hours Act)

Application instructions: *In a weighty unforeseen situation involving changes, a change of work shift made unilaterally by the*

employer cannot concern a work shift that has already begun.

9. In period-based work, employees may not be assigned more than five consecutive night shifts in the work shift schedule, after which they must be given a continuous break of at least 24 hours. In addition to five consecutive night shifts, an employer may nevertheless, as an exception, have an employee work no more than two night shifts as additional work or overtime, subject to the employee's separate consent for each of those shifts.

Rest periods

10. The regular working hours of a 24-hour period are to be organised in such a way that, unless there is a justified reason for some other procedure, the working hours are uninterrupted apart from a 30-minute meal break. 60-minute meal breaks can be agreed locally. If an employee can leave the workplace during the meal break, the meal break is not counted as working hours.

> **Application instructions:** Work that is carried out regularly in accordance with an established shift plan or the minimum personnel quota cannot be regarded as a justified reason to divide shifts. For example, in early childhood education or eldercare, shifts must be arranged as a continuous period, unless there is a justified reason for other practices. Exceptions may be made if, for example, work is not available so that the shifts could be arranged as a continuous period.

If the employee does not have the opportunity to leave the workplace, they are entitled to a meal break of at least 20 minutes during working hours.

> **Application instructions:** A paid meal break of at least 20 minutes must be arranged so that the employee is able to eat during it. However, temporary interruptions are allowed during the break, if required in the context of helping customers. Any interruption other than a minor interruption entitles the employee to extend their break by a time corresponding to the interruption. Having a meal for the purpose of showing an example to customers or other similar tasks do not count as a meal break.

Meal breaks are to be organised for at least workdays that last for more than 5 hours.

11. Employees are provided with the chance for a coffee break during the working day at such an hour specified by the management when it can be taken without disturbing the work of each employee.

12. Working weeks are organised so that they consist, on average, of a maximum of five days. The week's second day off should, insofar as possible, coincide with the weekly rest day and be primarily a Saturday, unless otherwise required by the work arrangements.

> **Application instructions:** Each three-week shift schedule must include at least six days off and, on public holiday weeks, public holidays, unless the time off for public holidays has been agreed upon under section 7 of the collective agreement.
>
> The shifts are planned in such a way that the employee has at least two consecutive days off over a three-week period.
>
> The employee must be offered at least two weekends off, including both the Saturday and Sunday, during each six-week period, unless it is necessary to deviate from this in order to keep the work running smoothly or unless otherwise agreed with the employee.

13. The employee is given an at least 35-hour period of uninterrupted weekly rest during each calendar week. The weekly rest can also be organised temporarily, subject to an agreement between the employer and the employee, in such a way that it is adjusted to an average of 35 hours during a period of two weeks, but even in such cases, each week must include an at least 30-hour period of weekly rest.

Derogations from the regulations on working hours

14. The working hours provisions in this collective agreement do not apply to employees outside the Working Hours Act's scope of application whose working hours are not predefined and whose use of their working hours is not monitored and who can therefore decide on their working hours themselves, when the case pertains to work carried out at private residencies which, due to the special characteristics of the operations involved is being carried out in circumstances of the kind that the employer cannot be considered to be in a position to monitor the arrangements of the time spent

on it.

This provision does not apply to remote working included in the scope of application of the Working Hours Act.

15. When work is carried out during patient trips, camp or course travel or under equivalent circumstances, the employer and the employee may agree on the determination of the working hours and the compensation for them in derogation of the regulations specified in this collective agreement. In such cases, the parties should, insofar as possible, prepare a working hours plan prior to the travel, indicating the hours to be considered as working hours and any possible stand-by time. Per diem allowances are paid in accordance with the collective agreement.

Section 6 a Local agreements on working hours

Local agreements on working hours require what is referred to as a two-stage agreement (subsections 1 and 2).

1. Local company- or unit-specific agreement on working hours:

The employer and shop steward or, in the absence of a shop steward, the employees together or some other representative elected by the employees, may agree on the application of flexible working hours pursuant to subsections 3 A–E in a specific company or work unit.

2. Local individual agreements on working hours

The application of flexible working hours agreed on with regard to a company or unit requires the employer and individual employees to agree on the use of the flexible working hours.

3. Flexible working hours

A. The working hours can be adjusted over a period of several work shift schedules. Each work shift schedule must be prepared and made available a week before the schedule in question becomes applicable.

The length of the reference period can usually be agreed to comprise a maximum of 6 three-week periods (18 weeks).

For special reasons, the length of the reference period can be agreed to comprise a maximum of 17 three-week periods (51 weeks). Such special reasons can include varying amounts of

work during different seasons or other functional reasons or a reason based on the employee's own working hour needs, the realisation of which requires, pursuant to the shared view of the parties, a longer-than-usual reference period. Such special reasons must be mentioned in the working hours agreement.

B. The daily maximum working hours with regard to general and office work can be extended to 12 hours as long as the working hours are adjusted to the maximum working hours pursuant to the collective agreement during the reference period.

C. The maximum length of a shift in period-based work can be extended to 15 hours as long as the working hours are adjusted to the maximum working hours pursuant to the collective agreement during the reference period and the daily rest is provided in accordance with section 25 of the Working Hours Act.

In accordance with the Working Hours Act, a reduction of the daily rest to nine hours may not be regular. If the rest period has been reduced to less than 11 hours, the rest period substituting for the daily rest must be given in connection to the next daily rest or, if this is not possible due to weighty reasons related to the work's arrangement, as soon as possible, although in any case within 14 days. A substituting rest period must be given as a continuous period and it may not coincide with a standby time.

D. When using a 6-week work shift schedule in period-based work, the maximum limitation of 126 hours can be derogated from during a three-week period as long as the working hours are adjusted to the maximum working hours pursuant to the collective agreement during the reference period.

E. The daily rest period can be reduced to 9 hours beyond the normal scope of application of the Working Hours Act.

If the rest period has been reduced to less than 11 hours, the rest period substituting for the daily rest must be given in connection to the next daily rest or, if this is not possible due to weighty reasons related to the work's arrangement, as soon as possible, although in any case within 14 days. A substituting rest period must be given as a continuous period and it may not coincide with a standby time.

In other respects, the collective agreement's regulations pertaining to working hours and the compensation for them shall apply.

4. Working hours plan of locally agreed longer reference periods

Reference periods of more than six weeks require the preparation of a personal, written working hours plan for the employee, which must include the key principles applicable to the arrangement of the working hours. In such cases, the parties must agree on, for instance, the arrangement of shifts according to the work situation, regularly occurring days off, the periods subject to longer-than-usual working hours and the time of any possible longer period of days off.

5. Procedures

Company- or unit-specific and individual agreements on working hours as well as the related working hours plans must be made in writing.

The use of the arrangement may be agreed to be valid until further notice or for a maximum fixed period of one year at a time. An agreement valid until further notice can be terminated on agreement or with a three-month period of notice. However, the reference period underway at the moment of termination will continue until the end of the agreed reference period.

A company- or unit-specific agreement on working hours must be sent to the signatory organisations whose members the agreement concerns. The employer sends the agreement to the Finnish Association of Private Care Providers and employees' representatives to their own union.

6. Independent agreements on working hours

Should the employer and the employees' representative find the flexible working hours agreed upon with regard to a particular employee pursuant to subsection 3 to have no effect on the arrangement of other employees' working hours or terms of employment, the employee in question may agree on the flexibilities independently, without a local agreement concerning the company or the unit.

The parties to the collective agreement would like to remind that the "Terveet ja tulokselliset työajat" guide on healthy and productive working hours agreed on by the unions includes the following diagram outlining local agreements n orking hours.

Two-stage model for local agreements on working hours

Stage 1

The employer or a representative named by the employer	**Local company- or unit-specific agreement** • In writing • Parties to the agreement • The flexible working hours possibilities of an individual agreement • The employer/unit/tasks concerned • Validity • Signatures and date	The shop steward or, in the absence of a shop steward, the employees together or a representative elected by the employees.

Stage 2

The employer or a representative named by the employer	**Individual agreement on working hours and working hours plan**
	• In writing
	• Validity
	  • as of when
	  • until further notice or for a fixed period of time
	  • the selected flexibilities
	• The key principles on the arrangement of working hours in the working hours plan
	  • according to the work situation, for example
	  • more specifically, for example, weekly variation periods, periods of shorter and longer working hours, regularly occurring days off, any long periods of days off, the maximum working hours of a period (3–6 weeks)
	• Signatures and date
		Employee.

Section 6 b Working time account

The parties to the collective agreement for the private social services sector have agreed on the following working time account scheme to complement the sector's collective agreement:

Working time account as a concept

A working time account refers to a voluntary scheme in which additional work and overtime, hour-specific supplementary compensation, or standby compensation converted into days off can be saved by agreement.

The working time account does not change the valid working hours and adjustment schemes (such as locally agreed reference periods for working hours or flexitime systems). The working time account is meant to be used in addition to the above in an attempt to reconcile working hours and free time.

Agreeing on working time account

The adoption and more detailed content of the working time account is agreed on between the employer and employee in writing. These agreements cover, for instance, the periods of time during which the working time account is accumulated, which hourly increments and compensations are saved on it for each employee and the maximum amounts of savings. The agreements are based on voluntariness.

Termination of a working time account

A working time account is agreed to be valid either until further notice or for fixed period of time. The starting point is the accumulation of days off and the taking of such days off according to the original plan. For a justified reason, however, a valid working time account can be mutually terminated, subject to a four-month period of notice, or a fixed-term working time account can be terminated after it has been valid for a year, subject to a four-month period of notice. If the saved-up time off has not been taken by the time the working time account terminates, it is paid in cash. The same applies to the end of the employment relationship.

The factors of a working time account

The factors of a working time account can include:

- Additional work or overtime and the increased component of overtime

- Saturday, Sunday, evening and night work compensation
- Standby compensation

The time off is saved up as hours and minutes in the working time account and are granted as working days (5 per week) in such a way that the length of a full day off is equal to the employee's average weekly working hours divided by 5. When agreed, the days off may also be granted by reducing working hours by some other means than full days.

Determination of earnings to be paid for days off

When taking days off based on the working time account, the salary paid for the relevant period is determined according to the fixed salary valid at the time of the days off.

Taking days off

The starting point in working time account schemes is the optimum reconciliation of work and free time with regard to the functional needs of the working community and an employee's individual needs.

The employer and the employee agree on the period of time during which the days off based on the working time account are taken either when agreeing on or during the validity of the scheme.

Impact of the working time account on other terms of employment

Working time account-based days off do not change the terms applicable to the employment relationship. Working time account-based days off are deemed equivalent to time spent at work when calculating the right to annual holidays as well as when determining the right to additional work and overtime compensation.

An employee's illness in the context of working time account-based days off

If an employee falls ill prior to the commencement of an agreed period of working time account-based days off or during them, any days in excess of a single day will not be considered working time account-based days off.

The days off not used are postponed and will be granted at a time to be agreed on later. If the absence due to the sickness ends prior to the

end of the agreed days off, the days off will continue as agreed. The employee must inform the employer of the illness as soon as it begins. The relevant certificate is submitted to the employer in accordance with the workplace practice.

Resolution of disputes

The resolution of any disputes is subject to the dispute resolution procedure pursuant to the collective agreement.

Section 7 Public holidays

1. Good Friday, Easter Monday, Midsummer's Eve, and any New Year's Day, Epiphany, May Day, Ascension Day, Independence Day, Christmas Eve, Christmas Day and Boxing Day which does not fall on a Saturday or Sunday, is an extra public holiday if it can be given as a day off, accounting for the nature of the relevant task. Should the aforementioned days not be days off, the employee is given an equivalent whole day off during the same week or the reference period, unless otherwise agreed between the employer and employee.

   Each of the aforementioned days reduces the regular working hours of the week or reference period by an amount equivalent to the average daily hours (weekly working hours divided by 5).

   The public holiday reduction of an employee subject to varying working hours as referred to in section 6(6) of the collective agreement is calculated on the basis of the previous holiday credit year or the average of actual working hours during the last 12 months. If the employment relationship has not yet lasted for a full holiday credit year or 12 months, the public holiday reduction is calculated on the basis of the average of actual working hours during the entire duration of the employment relationship or a period which is demonstrative of the average weekly working hours.

   Example:
   The employee has, during the previous holiday credit year, worked for a total of 704 hours during 47 weeks outside their annual holidays.

   Public holiday reductions and hours not worked during absences pursuant to section 7 of the Annual Holidays

Act are considered equal to work that has been carried out.

During the previous holiday credit year, the employee was paid 30 hours' worth in public holiday reduction compensation and the hours not worked due to sick leave over the course of the holiday credit year total 18.

The employee's average weekly working hours are 752 h (704 + 48) / 47 = 16 h per week. The amount of the public holiday reduction is 16 h / 5 = 3.2 hours (3 hours and 12 minutes) per public holiday.

The public holiday reduction is granted to employees who are paid a monthly or hourly wage and whose employment relationship lasts for a minimum of two weeks. An employee paid by the hour is paid the normal hourly wage equivalent to the public holiday reduction as compensation for the public holiday reduction.

Application instructions: The provision on fringe benefits dependent on the duration of an employment relationship in Chapter 1, section 5 of the Employment Contracts Act must be accounted for in consecutive fixed-term employment relationships or recurring employment relationships with only short-term intervals.

Section 8 Additional work

1. Additional work refers to work carried out by a part-time employee in addition to the agreed working hours up to the maximum working hours pursuant to the collective agreement. Public holidays reduce the threshold for additional work in part-time employment in accordance with section 7. The hourly wage is paid at the regular rate for each hour worked as additional work.

2. Having additional work done requires the employee's consent.

Section 9 Overtime

1. The employer may have overtime done at the consent of the employee within the framework of the law.

Overtime in general work and office work

2. Daily overtime is work carried out within general working hours for

more than 8 hours a day and, in office work, for more than 7 hours 40 minutes a day or, on average, for more than the aforementioned hours in a day. It is subject to the payment of the regular wage plus 50% for the first two hours and the regular wage plus 100% for any following hours.

3. Work carried out within general working hours for more than 38 hours 20 minutes a week and, in office work, for more than 37.5 hours a week, and which is not daily overtime, is weekly overtime. It is subject to the payment of the regular wage plus 50% for the first eight hours and the regular wage plus 100% for any following hours.

   When using a work shift schedule, work carried out in excess of the aforementioned average weekly maximum working hours indicated in the work shift schedule, and which is not daily overtime, constitutes weekly overtime. It is subject to the payment of the regular wage plus 50% for the first eight hours of each three-week period and the regular wage plus 100% for the following hours.

Overtime in period-based work

4. Overtime is work carried out in excess of the average weekly maximum working hours indicated in the work shift schedule in accordance with the collective agreement. It is subject to the payment of the regular wage plus 50% for the first eighteen hours of each three-week period and the regular wage plus 100% for the following hours.

   Example:
   The plan concerning an employee's six-week work shift schedule included 120 working hours for the first three-week period and 110 hours for the second three-week period, totalling 230 hours. However, 140 hours of work was carried out during the first three weeks and 115 hours during the second three weeks, totalling 255 hours. In terms of the first three weeks, the amount of overtime comes to 18 hours subject to the regular wage plus 50% and 2 hours subject to the regular wage plus 100% and, for the latter three weeks, 5 hours subject to the regular wage plus 50%, totalling 25 hours of overtime.

Working hours and overtime during public holiday weeks and interrupted reference periods

5. Public holidays reduce the overtime threshold of a reference period in accordance with section 7, unless the public holiday in question is a day off that reduces working hours pursuant to subsection 6.

Foreseen absences

6. Days off coinciding with workdays known prior to the confirmation of a work shift schedule reduce the overtime threshold of a reference period with an amount equal to average daily working hours (weekly working hours divided by the number of weekly workdays).

	Average daily working hours when the average amount of work is 5 days a week
38 hours 20 minutes weekly working hours	7 hours 40 minutes
37.5 hours weekly working hours	7 hours 30 minutes
36 hours 15 minutes weekly working hours	7 hours 15 minutes, etc.

Application instructions: If the placement of shifts with regard to different weekdays is not known prior to the confirmation of the work shift schedule, the shifts are assumed to occur between Monday and Friday, in which case known days of absence between Monday and Friday reduce the threshold for overtime.

7. The overtime threshold pursuant to section 6 is, at the same time, the amount of the regular working hours planned for the work shift schedule.

Unforeseen absences

8. Absences that become known after the confirmation of the work shift schedule reduce the threshold for overtime in accordance with the working hours left undone due to the absence entered in the work shift schedule.

Section 10 Partitioning of salaries

A monthly salary is partitioned when an employment relationship begins or ends in the middle of a pay period and in connection with unpaid absences. Regarding an employee with a monthly salary, the salary for a partial month is calculated as follows:

Foreseen absences

1. In connection with unpaid absences known of prior to the confirmation of the work shift schedule, the salary for a partial month is calculated according to the worked days in relation to the month's normal workdays. Public holidays are comparable to workdays.

> **Application instructions:** If the placement of shifts with regard to different weekdays is not known prior to the confirmation of the work shift schedule, the shifts are assumed to occur between Monday and Friday, in which case the salary for a partial month is calculated according to the days between Monday and Friday, of the period at work, in relation to all days of the month between Monday and Friday.

> **Example:**
> A month would normally comprise 21 workdays. The employee requests unpaid leave for the period of a week, which normally includes 5 workdays. The pay for the partial month is 16/21ths of the full monthly salary. The end result would be the same even if some of the normal workdays would be public holidays, because public holidays are equated with workdays.

Unforeseen absences

2. Absences that become known after the confirmation of the work shift schedule reduce the salary by an amount equal to the working hours left undone.

Previous calculation rule

3. If period-based work has previously been subject to a partial monthly salary based on calendar days and the calculation rule of the overtime threshold, the practice's continuation can be agreed on locally.

Section 11 Calculation of hour-specific compensation and their exchange for days off

1. When calculating compensation for additional work or overtime, or other hour-specific compensation (evening, night and Sunday work, stand-by and emergency work), the employee's basic hourly salary for work with weekly working hours of 38 hours and 20 minutes is arrived at by dividing the monthly salary by 163; in office work with weekly working hours of 37.5 hours by 160; and in office work with weekly working hours of 36 hours and 15 minutes by the figure 153. In part-time work, the divisor is the relation of the weekly working hours to the divisor of the full weekly working hours of the form of working hours in question.

   Example:
   A part-time employee's agreed working hours in general or period-based work amount to 20 hours a week. The divisor of the employee's monthly wages is 20/38.333 X 163 = 85.04.

   The employee's basic hourly wage is calculated by dividing the employee's actual regular monthly wages by the aforementioned divisors. It includes the scheduled pay, with its service increments and possible personal and task-specific increments, to be paid in equal amounts every month. It does not include hour-specific increments (evening, night, Saturday and Sunday increments), nor the fees of a shop steward or occupational safety and health representative.

2. The salary paid for additional work or overtime or some other hour-specific compensation can be, at the consent of the employer and employee, exchanged for days off plus the equivalent percentages during regular working hours.

   At the same time, the parties should agree on when the time off is given or review the principles of giving time off.

3. Hour-specific compensation is calculated from the unincreased basic hourly salary, and the employee may be entitled to a salary increased on the basis of more than one justification at the same time.

Example:
Evening work carried out on a Sunday: Increase 115% (100% + 15%).

4. Hour-specific compensation paid as money is paid no later than in connection with the employer's normal payday which closest follows the work shift schedule during which the increments were accumulated, provided there is enough time for the realisation of the payment of wages between the end of the work shift schedule and the payment of the wages.

   When the employment ends in the middle of the reference period, the remaining salary with increments is paid no later than in connection with the employer's normal payday which closest follows the end of employment, provided there is enough time for the realisation of the salary payment between the end of the work shift schedule and the payment of the salary.

   Alternatively, it can be agreed that the remaining salary with increments is paid within two weeks of the end of the employment relationship.

Section 12 Sunday work

Sunday work – which means work performed on a Sunday, New Year's Day, Epiphany, Good Friday, Holy Saturday, Easter Monday, May Day, Ascension Day, Midsummer's Eve, Midsummer's Day, All Saints' Day, Independence Day, Christmas Eve, Christmas Day and Boxing Day – is subject to the payment of the basic salary plus 100% for Sunday work per worked hour.

The Sunday work increase is also paid for the hours worked between 8:00 p.m. and midnight on the previous day, with the exception of the days preceding Midsummer's Eve and Christmas Eve.

Section 13 Saturday work

Saturday work is subject to the payment of the basic hourly wage plus 25% for Saturday work for hours worked between 6:00 a.m. and 8:00 p.m. The Saturday work increase is not paid for time which entitles the employee to the Sunday work increase.

Section 14 Evening and night work

1. Work performed between 6:00 p.m. and 9:00 p.m. is subject to the payment of the basic hourly wage plus 15% for evening work.

2. Work performed between 9:00 p.m. and 6:00 a.m. is subject to the payment of the regular wage plus 30% and, in period-based work, the basic hourly wage plus 40%.

Section 15 Standby and emergency compensation

1. The standby may not cause unreasonable inconvenience to the employee's use of free time. The amount of the standby compensation or the grounds for its determination must be made available to the employees in writing at the time the standby agreement is made.

2. If an employee's contract obligates them to be in emergency readiness while at home, the employee is paid 50% of their basic hourly salary for the standby time.

3. For a stand-by carried out from someplace other than the employee's residence, an hourly compensation in money is paid, equal to 15–35% of the employee's basic hourly wage, depending on the standby and the related liability.

4. Standby time is not counted towards working hours. The parties may agree to exchange the stand-by compensation for days off, subject to equivalent compensation percentages.

5. An emergency compensation is paid if the employee, after having already left the workplace, is called to work during their free time and if they must arrive at work no later than within six hours of the emergency call. The night hours remaining between the emergency call and arriving at work (9 p.m.–6 a.m.) are, however, not accounted for when calculating the six-hour limit.

   Emergency calls that occur during stand-by time are not subject to the payment of an emergency compensation.

   Example:
   An employee receives a call at 8 in the evening at home, and is requested to arrive at work the next morning at

10. Besides the night work hours between 9 p.m. and 6 a.m., the time remaining between the emergency call and the employee's arrival at work is 5 hours, due to which the emergency money is paid.

The normal amount of the emergency compensation is *€28 as of 1 September 2023*. However, if the employee must leave for work immediately after the emergency call, the amount of the compensation is *€40*. If the call to work means that the employee's shift entered in the work shift schedule begins at most an hour earlier, the amount of the emergency compensation is *€16*.

The obligation to pay an emergency compensation is not applicable to offering additional work to part-time employees who are called to work when necessary.

Section 16 Language increment

1. If the employer expects the employee to be fluent in a language other than Finnish or Swedish or to master sign language, the employer pays a language increment in the amount of *€25–51 per month as of 1 September 2023* depending on the language skill and the need to use the language, or takes the required language skills otherwise into account in the salary, on a level at least equal to the aforementioned. The language increment should not be paid if the work, due to its nature, requires fluency in a foreign language.

The employee retains their right to a language increment possibly higher than this while the previous grounds for granting the increment are still in force.

2. Language increments are granted on application. As verification of the language skills, the employee must present a certificate no more than two years old granted by a university, other institute of higher education or a secondary school teacher of the language in question or by a foreign educational institute. The payment of the increment ends when the grounds for granting it come to an end.

Section 17 Travel expenses and daily allowances

The currently valid travel policy of the state applies to daily allowances and the compensation paid for travel expenses.

Work carried out at several locations is, furthermore, subject to the principles of the protocol appended to this collective agreement (p. 104).

If the workplace has complied with the currently valid tax administration's decision on the grounds for and amounts of tax-exempt compensation for travel expenses, the practice may either be continued or the workplace may, per local agreement, adopt this practice if it has previously complied with the state's travel policy.

Section 18 Annual holiday

Accumulation of annual holiday

1. Instead of the calculation of working days (6 per week) pursuant to the Annual Holidays Act, annual holidays to be earned as of 1 April 2022 will be subject to the calculation of holidays (5 per week), unless earlier validity is decided on employer-specifically.

Examples:

For the holiday credit year 1 April 2021–31 March 2022, holidays are earned according to the previous calculation of six working days and granted as working days (six working days a week for the holiday period of 2022 and the following winter holiday period) or paid, when an employment relationship comes to an end, as a holiday compensation pursuant to the six-working-days-a-week rule, unless earlier validity of the new provision has been decided on employer-specifically.

For the holiday credit year 1 April 2022–31 March 2023, holidays are earned according to the five-holidays-a-week rule and granted as holidays (five holidays a week) or paid, when an employment relationship comes to an end, as a holiday compensation pursuant to the five-holidays-a-week rule.

If an employee on 1 May 2023 still has holidays earned according to the six-day rule prior to 1 April 2022, such holidays will be converted to holidays according with the five-day rule on 1 May 2023, pursuant to subsection 3 of the section.

Days from Monday through Friday are holidays, excluding public holidays as referred to in section 7 of the collective agreement.

Unless otherwise provided in this section 18 of the collective agreement, the Annual Holidays Act is nevertheless applied in other respects in such a way that the 12, 18 and 24 working days related to the division and carrying over of annual holidays as referred to in sections 21 and 27 of the Annual Holidays Act mean 10, 15 and 20 holidays when converted into days of holiday.

2. Employees earn annual holidays for each full holiday credit month as follows:

A. **Holiday schedule A** is applied if the employment relationship with the current employer has continued without interruption for less than a year by the end of March.

B. **Holiday schedule B** is applied if the employment relationship with the current employer has continued without interruption for at least a year by the end of March.

C. **Holiday schedule C** is applied if the employee, by the end of March, has at least 15 years of service time entitling them to a service increment.

D. **Annual extra days of holiday:** An employee is subject to the bottom row of each schedule containing extra holidays if they have, by the end of March, at least three years of service time entitling them to the service increment in a directly continued employment relationship with the current employer (in accordance with Chapter 1, section 5 of the Employment Contracts Act, several consecutive fixed-term employment relationships with only short interruptions in between are regarded as a continuous employment relationship) or, in total, as at least 10 years of service time entitling the employee to a service increment.

A prerequisite for the annual extra days of holiday is that the employee has earned annual holidays for at least six months during the holiday credit year.

Holiday schedule A

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
Days of holiday	2	4	5	7	9	10	12	14	15	17	19	20
Days of holiday + additional days of holiday						13	15	16	18	20	21	23

Holiday schedule B

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
Days of holiday	3	5	7	9	11	13	15	17	20	21	24	25
Days of holiday + additional days of holiday						15	18	20	22	24	26	28

Example:
The employment relationship of an employee with less than 15 years of experience in the field began on 1 January 2023.

For the holiday credit year 1 April 2022–31 March 2023, they are subject to holiday schedule A.

As of 1 April 2023, they are subject to holiday schedule B, as long as the employment relationship lasts for at least a year.

Holiday schedule C

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
Days of holiday	3	5	8	10	13	15	18	20	23	25	28	30
Days of holiday + additional days of holiday						18	20	23	25	28	30	33

Example:

The employee's work experience entitling them to the 15-year service increment will be fulfilled on 1 September 2022. The employee will begin earning holidays in accordance with holiday schedule C as of 1 April 2022.

Example:

The employment relationship of an employee with more than 15 years of work experience entitling them to a service increment began on 1 January 2023. The employee will immediately begin earning holidays in accordance with holiday schedule C.

Right to extra holidays carrying over from 1993:

An employee who has been in the employment of their current employer on 31 October 1993 and who had a total of at least 15 years of service time entitling them to a service increment on 31 March 1994, retains their right to the number of days of holiday earned for 6–12 months to be increased by five extra days of holiday instead of the extra holiday row in holiday schedule C. The extension of holidays can be agreed upon locally.

The conversion of holiday rights or carried-over holidays of a higher level than the collective agreement:

3. A holiday right and carried-over annual holidays of a higher level than this collective agreement applied to an employee are converted to the five-days-per-week holiday calculation from the six days per week working-day calculation in accordance with the following schedule.

The days of holiday exceeding the schedule are converted by multiplying the holiday right by 0.85.

Number of days of holiday in the six-day calculation	Number of days of holiday in the five-day calculation
1	1
2	2
3	3
4	4
5	5
6	5
7	6
8	7
9	8
10	9
11	10
12	10
13	11
14	12
15	13
16	14
17	15
18	15
19	16
20	17
21	18
22	19
23	20
24	20
25	21
26	22
27	23
28	24
29	25
30	25
31	26
32	27
33	28
34	29
35	30
36	30
37	31
38	32
39	33

The service time entitling an employee to an annual holiday

4. The service time entitling an employee to an annual holiday is deemed to include all service time entitling the employee to service increments pursuant to section 3 of the pay agreement.

Granting of annual holidays

5. Any portion of a holiday in excess of five weeks is granted during the summer holiday or winter holiday season as determined by the employer. Statutory annual holidays are given according to the Annual Holidays Act.

The summer holiday season in the Region of Lapland is 1 June–30 September.

Application instructions:

1. Date of granting of annual holidays

Annual holiday is granted to the employee at a time determined by the employer, unless the employer and the employee agree otherwise on the holiday.

Four weeks of the annual holiday must take place during the holiday period (summer holiday). One week of the holiday (winter holiday) must be granted before the beginning of the following holiday period. Summer and winter holidays must be granted on a continuous basis, unless it is necessary to divide the part of the summer exceeding two weeks into one or more parts in order to keep the work running smoothly.

Without a separate agreement, the four-week summer holiday or one-week winter holiday can be divided into several parts according to this application instruction only in very exceptional situations where the provision of the service cannot be guaranteed by substitute arrangements or other measures.

Application instructions: *Dividing the holidays without agreement additionally requires that any particularly exceptional need for dividing the holidays has been reviewed in advance with justifications with the shop steward and each employee, or in the absence of a shop steward, together with the employees and with each employee.*

In addition, the principles of subsection 3 concerning listening to the wishes of the employees and, where possible, taking them into consideration and equality in the placement of holidays.

If granting the holiday during the holiday period causes significant difficulties for the employer's activities in the case of seasonal work, summer holiday may be granted outside the holiday period during the same calendar year.

2. Agreeing on the division and time of annual holiday during the employment relationship

The employer and the employee may agree that the employee takes the part of their holiday that exceeds two weeks in one or more parts.

The employer and the employee may agree to place the annual holiday in the period starting at the beginning of the calendar year in which the holiday period falls and ending before the beginning of the following year's holiday period. In addition, they may agree that the employee takes the part of the holiday exceeding two weeks no later than one year after the end of the holiday period.

If the employee's employment relationship ends before the employee has the right to take the annual holiday, the employer and the employee may agree that the employee takes the annual holiday that will accumulate by the end of the employment relationship during the employment relationship.

At the initiative of the employee, the employer and the employee may agree to arrange the part of the annual holiday that exceeds four weeks as reduced working hours. The agreement must be made in writing.

3. Hearing the employees

The employer must explain to the employees or their representatives the general principles for granting annual holiday at the workplace. Before determining the holiday schedule, the employer must provide the employee with an opportunity to

express their opinion on the time of leave. The employer must, as far as possible, take the employees' proposals into account and be fair in the placement of the holidays.

4. Notification of annual holiday times

If the employer determines the timing of the holiday, they must inform the employee at least one month before the start of the holiday. If this is not possible, the time of the holiday may be notified later. However, notification must be made at least two weeks before the start of the holiday.

Carried-over holidays

6. The employer and employee may agree on a carried-over holiday scheme pursuant to section 27 of the Annual Holidays Act and section 21 of the Working Hours Act. The portion of the annual holiday exceeding 15 days of holiday may be carried over. Days off given as compensation for additional work and overtime can be linked, in part or in full, to a carried-over holiday by agreement.

Holiday pay and holiday compensation

7. The holiday pay of an employee with a monthly salary:
An employee with a monthly salary whose working hours include Sunday, evening, night or Saturday work performed during regular working hours is entitled to an addition equivalent to the aforementioned hour-specific increments to their annual holiday pay and annual holiday compensation.

The hour-specific increments are accounted for in such a way that the holiday pay calculated on the basis of the monthly salary is raised by the percentage which indicates how many percentages the hour-specific increments paid during the holiday credit year make up of the actual regular wages paid for the same period of time.

If the employment relationship has not yet been valid during the previous holiday credit year, the increased portion of the hour-specific increments is calculated from the entire length of the employment relationship or from a period of time which indicates the average share of the increments.

The holiday pay and holiday compensation of an employee with a monthly salary is calculated by using the figure 21 as the divisor and the number of holidays as the multiplier.

The fixed holiday pay is adjusted to the employee's actual monthly salary in connection with the next salary payment in accordance with the previous Annual Holidays Act, whenever the combined portions of holiday pay and monthly salary do not correspond to the actual monthly salary.

8. **The holiday pay of an employee with an hourly salary:**
The calculation of the holiday pay of employees with an hourly salary is subject to the calculation provisions of the Annual Holidays Act.

Holiday pay based on an average daily pay
An hourly employee falling under the scope of the 14-day earnings rule is subject to section 11 of the Annual Holidays Act, although in such a way that the enclosed multiplier schedule is applied instead of the schedule given in the Annual Holidays Act.

Number of days of holiday	Multiplier
2	1,8
3	2,7
4	3,6
5	5,4
6	6,3
7	7,2
8	8,1
9	9
10	10,8
11	11,8
12	12,7
13	13,6
14	15,5
15	16,4
16	17,4
17	18,3
18	19,3
19	20,3
20	22,2
21	23,2
22	24,1
23	25
24	25,9
25	27,8
26	28,7
27	29,6
28	30,5
29	31,4
30	33,2
31	34,1
32	35
33	35,9

If the number of days of holiday is more than 33, the multiplier is increased by 1.08 per day of holiday.

Percentage-based holiday pay

If an employee's holiday pay or holiday compensation is determined on the basis of a percentage, the per cent used in the annual holiday calculation is determined according to the row below the number of holidays in question in the following schedule. The holiday schedule applicable to the employee is determined as in subsection 2 of this section.

If the employee earns holidays in excess of a level provided in the holiday schedule, the per cent indicated in the schedule is increased by 0.45% for each such day of holiday.

Holiday schedule A

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
iDays of holiday	2	4	5	7	9	10	12	14	15	17	19	20
Per cent	9 %	9 %	9 %	9 %	9 %	9 %	9 %	9 %	9 %	9 %	9 %	9 %
Days of holiday + extra days of holiday						13	15	16	18	20	21	23
Per cent						10,35 %	10,35 %	9,9 %	10,35 %	10,35 %	9,9 %	10,35 %

Holiday schedule B

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
iDays of holiday	3	5	7	9	11	13	15	17	20	21	24	25
Per cent	11,5 %	11,5 %	11,5 %	11,5 %	11,5 %	11,5 %	11,5 %	11,5 %	11,5 %	11,5 %	11,5 %	11,5 %
Days of holiday + extra days of holiday						15	18	20	22	24	26	28
Per cent						12,4 %	12,85 %	12,85 %	12,4 %	12,85 %	12,4 %	12,85 %

Holiday schedule C

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
iDays of holiday	3	5	8	10	13	15	18	20	23	25	28	30
Per cent	11,50 %	11,50 %	11,95 %	11,95 %	12,40 %	12,40 %	12,85 %	12,85 %	12,85 %	13,30 %	13,30 %	13,75 %
Days of holiday + extra days of holiday						18	20	23	25	28	30	33
Per cent						13,75 %	13,75 %	14,2 %	13,75 %	14,65 %	14,2 %	15,1 %

9. Payment of the holiday pay

A holiday pay is paid on the payday normally applied in an employment relationship, unless the employee, no later than a month prior to their holiday, requests their holiday pay to be paid in accordance with the Annual Holidays Act.

(The principle applicable to holidays longer than six days pursuant to the Annual Holidays Act is that, on the employee's request, the holiday pay is paid prior to the start of the holiday and, in holidays shorter than this, on the actual payday).

Section 19 Holiday bonus

1. Once an employer has adopted the five-day holiday calculation, employees are paid 50% of their annual holiday pay, including their hour-specific increments pursuant to section 18, subsection 7 or 8, as a holiday bonus. However, a holiday bonus is not paid for any extra holidays determined in accordance with section 18, subsection 2d.

   The holiday bonus is calculated on the basis of the regular monthly salary in June, and paid in connection with the July payday, unless minor changes are made to the date of payment by the employer and employee.

   > **Application instructions:** A minor change to the date of payment means a date of payment other than July during the holiday period (2 May–30 September).

   Example:
   An employee has earned 25 days of holiday. The hour-specific increments of a holiday credit year have amounted to 8% of the monthly salaries of the holiday credit year. The holiday bonus is the regular monthly salary for June plus 50% x 25/21 x 8% (temporary changes or unpaid absences are not taken into account). When an employment relationship comes to an end, the holiday bonus is calculated on the basis of the monthly salary applicable on the date the relationship ends.

   If the employee's holiday pay is calculated on the basis of a percentage or, in situations involving changes as referred to in section 10, subsection 4 of the Annual Holidays Act, on the basis a monthly salary of the holiday credit year, the holiday bonus is 50% of the holiday pay including hour-specific increments, excluding the proportion of extra holidays determined according to section 18, subsection 2d.

2. The holiday bonus requires the employee to start their holiday and return from it on the agreed dates, unless the return from the holiday is prevented due to a reason mentioned in section 7 of the Annual Holidays Act or some other acceptable reason.

An acceptable reason referred to in this paragraph for not returning from holiday is, for example, the termination of employment during the holiday, respecting the period of notice.

3. The holiday bonus is also paid for the holiday compensation, provided that the employment relationship has lasted for a minimum of four months without interruptions. However, this does not apply to an employee who fails to comply with a period of notice or who terminates a fixed-term employment relationship contrary to the Employment Contracts Act or whose employment relationship is deemed cancelled due to an absence from work pursuant to chapter 8, section 3 of the Employment Contracts Act.

Section 20 Sick pay

1. If an employee becomes unable to perform their duties after starting work due to an illness or accident not attributable to willful or gross negligence by the employee, the employer pays the employee a salary, provided that the employment relationship continues, for each period of absence, on the basis of the uninterrupted duration of the employment relationship as follows:

Duration of the employment relationship:	Term of sick pay:
less than 1 month	Day of falling ill and the next 9 weekdays (50% of pay)
1 month–less than 3 years	28 calendar days (full pay)
3–5 years	35 calendar days (full pay)
more than 5–10 years	42 calendar days (full pay)
more than 10 years	56 calendar days (full pay)

If the absence is attributable to an accident that occurred while at work, violence directed at the employee carrying out their tasks or an occupational disease, the pay term applicable to the period of illness is 90 days.

2. If the same illness or condition reoccurs within 15 calendar days of the return to work, the pay term for the period of illness is calculated as if it concerned a single term of absence.

3. The wages to be paid during a sick leave accounts for hour-specific increments deriving from regular working hours as in the annual holiday pay. Alternatively, the employer may adopt a practice in which the hourly increments are paid according to the confirmed work shift schedule and, for the time following the end of the work shift schedule, as in annual holiday pay.

   Application instructions: When taking account of hourly bonuses according to the annual holiday pay, the share of hourly increments during the sick leave is paid for the period of sickness regardless of the days of the week on which the working days under sick leave fell.

4. In an employment contract with a clause on varying working hours as referred to in section 6(6), the right to sick pay arises in accordance with section 20 if the work shift coinciding with the period of incapacity for work is noted on the work shift schedule, has been otherwise agreed on or if, circumstances considered, it can be otherwise considered clear that the employee would have been at work were they capable of doing so.

   In terms of the time subsequent to the end of the work shift schedule, the sick pay is determined on the basis of the employee's average working hours. These are calculated on the basis of a period of time (such as 6 months or the previous holiday credit year) which indicates the average number of hours the employee would have worked during their sickness absence.

5. The employer pays the sick pay directly to the employee and applies for the sickness benefit itself after receiving the necessary accounts for it from the employee; the employee must deliver said accounts without delay.

   The same principle also applies to other statutory daily allowances.

   If the sickness benefit is not paid due to a reason attributable to the employee, the employer pays only the difference between the daily allowance and the sick pay.

6. Employees are obligated to inform their employer of an illness immediately.

7. When necessary, the incapacity for work must be verified with a doctor's certificate or by way of some other account approved by the employer.

   During an epidemic and in a situation where doctor's appointments are not available, a certificate on a short-term sick leave (an absence of 1–3 calendar days) granted by an occupational health care nurse or public health nurse can be considered an approvable account.

   The employer may, for a justified reason, name the doctor to be used, in which case the employer pays the costs of the doctor's certificate.

Section 21 Medical examinations and vaccinations

1. In the following cases, the employer will not make a deduction from the employee's wages, provided that the check-ups and examinations are conducted in such a way that the unnecessary loss of working hours is avoided, there has been no possibility to conduct them outside of working hours and they have been notified of beforehand.

   A. The employee goes to a necessary medical examination for the purposes of getting an illness diagnosed or for the determination of a treatment or the administration of assistive products (such as glasses) and a related laboratory or X-ray examination ordered by a doctor.

   B. A pregnant employee goes to prenatal medical examinations, such as maternity clinic examinations, which monitor the health of the pregnant employee or the foetus.

2. An employee's visits to medical examinations required by a new job or the law are counted towards working hours. In such cases, the employer pays the necessary travel costs.

3. Employees have the right to get the vaccinations required by their work during working hours, provided that this is not possible without difficulty during some other time.

Section 22 Short-term absence

1. An employee's absence from work for one the following reasons, coinciding with the employee's working day, will not result in a deduction from the employee's wage or annual holiday. The length of a paid absence of this kind is, at maximum, one day, with the exception of a child's sudden illness.

A. The sudden illness of a disabled child or a child less than 10 years of age, insofar as the absence is necessary in order to arrange care. The paid absence, however, cannot continue for more than three workdays as of the beginning of the illness. When necessary, the reason for the absence must be verified with a doctor's certificate or some other account approved by the employer; upon request, the employee must also provide an account of the other provider's impediment for caring for the child.

The right to paid absences under this paragraph applies to the child's providers, including the provider who does not live in the same household with the child. Similarly, proof of the other provider's impediment for caring for the child may also be required for the provider who does not live in the same household.

The signatory organisations note that society is pursuing the increasingly balanced division of parental duties between women and men. Accordingly, families with two employed providers should aim to divide absences from work evenly among themselves.

B. Another family member's sudden illness, which requires treatment. When necessary, the reason for the absence must be verified with a doctor's certificate or some other account approved by the employer; upon request, the employee must also provide an account of the necessity of the treatment.

C. The death of a family member.

D. The funeral of a family member or close relative.

The term “family member” refers to a spouse living in the same household as the employee and the employee’s own or their spouse’s children living in the same household as the employee. Children also include adoptive and foster children.

The term “close relative” refers to an employee’s family members as well as their parents, grandparents, children, grandchildren, siblings and the parents of their spouse.

E. The employee’s own wedding.

F. The employee’s own 50th and 60th birthday.

G. A conscript’s call-up event.

2. An employee taking part in reserve training and supplementary service under the Non-Military Service Act is paid the difference between their salary and the reservist’s salary or the supplementary service compensation for the relevant days, provided that the training or supplementary service is obligatory and not voluntary.

3. A female employee entering voluntary military service is granted an unpaid leave for the duration of the military service. Benefits based on the employment relationship do not accumulate during this period of time.

4. The loss of earnings attributable to participation in a meeting of a municipal council or board and a statutory electoral commission is compensated for to a member of such an organ of trust.

5. The loss of earnings attributable to attending a meeting of the highest decision-making bodies of the signatory parties to this collective agreement, a member organisation thereof or a federation of unions or a union or representative meeting, or a meeting of a board committee/support team, is compensated for to the member of such an organ of trust.

6. Employees must inform their employers of an absence pursuant to this section without delay and, insofar as possible, in advance.

Section 23 Special pregnancy, pregnancy and parental leave, child-care leave and family carer's leave

The employee's right to special pregnancy, pregnancy and parental leave, child-care leave and family carer's leave is determined by the Employment Contracts Act and the Health Insurance Act.

An employee who is entitled to pregnancy allowance in accordance with Chapter 9, section 1 of the Health Insurance Act is paid salary from the beginning of the pregnancy leave for 40 working days during the employment relationship. The payment of salary is subject to the condition that the employee's employment must have continued for at least three months before the estimated due date of the child.

An employee who is entitled to parental allowance in accordance with Chapter 9, section 5 of the Health Insurance Act is paid salary from the beginning of the parental leave for 32 working days during the employment relationship. The payment of salary is subject to the condition that the employee's employment relationship must have lasted at least three months before the start of the parental leave.

> **Application instructions:** In accordance with the provisions in question, an employee is also entitled to pregnancy and parental pay when they, following parental leave or child-care leave, take new pregnancy and parental leave in compliance with the appropriate notification periods.
>
> The actual regular wages mean the employee's monthly salary, including the identical monthly amounts of personal or task-specific increments added to it. It does not include hour-specific increments such as additional work and overtime, or evening, night, Saturday and Sunday increments.
>
> The actual regular wages of hourly employees are calculated on the basis of a period of time (such as 6 months or the previous holiday credit year) which indicates the average number of hours the employee would have worked during their family leave.

The employer applies for the pregnancy and parental allowance with regard to the period of salary payment for itself after receiving the necessary accounts for it from the employee; the employee must submit the accounts without delay.

If the allowance is not paid due to a reason attributable to the employee, the employer pays only the difference between the allowance and the fixed pay.

Section 24 Group life insurance

The employer takes out a group life insurance for its employees at it own expense and as agreed between the federations and central organisations.

Section 25 Protective clothing

Employees who work primarily in unsanitary tasks or tasks that subject clothing to wear and tear are provided with the appropriate protective clothing and the protective equipment required by occupational safety. The employer will pay for the procurement and maintenance of such clothing and equipment. Protective clothing may be agreed on locally.

Section 26 Shop steward

1. A company's organised employees have the right to elect a shop steward and a deputy shop steward from amongst themselves to act, under their authorisation, in matters pertaining to the interpretation of this collective agreement and other issues related to employment relationships.

2. In other respects, the parties abide by the shop steward agreement made between the signatory parties.

Section 27 Training and well-being at work

Occupational training and shared training organised by the employer and union training are subject to the training agreement between the signatory parties.

The signatory parties recommend that the need to develop an employee's personal professional skills and well-being at work be reviewed by the employee and their supervisor every year.

Section 28 Assembly at workplaces

A registered affiliated association of a signatory organisation to this collective agreement, and a department, work room body or equivalent thereof, has the opportunity to organise meetings outside working hours on premises indicated by the employer and in relation to issues

concerning the workplace's employment relationships, under the following conditions:

A. The holding of a meeting at the workplace must be agreed on with the employer, whenever possible, three days prior to the intended meeting.

B. The order of the meeting and the tidiness of the meeting premises is the responsibility of the meeting's organiser.

C. The meeting's organiser has the right to invite to the meeting the representatives of a union party to this collective agreement, an affiliated association thereof as well as the relevant federation or central organisation.

Section 29 Collection of membership fees

Under the authority of the employees, the employer collects the membership fees of a signatory organisation to this collective agreement from an employee's pay and remits them to the union's account in accordance with the instructions. The employee is provided with a certificate of the withheld amount at the end of each year.

Section 30 Federation agreements

The following recommendation and agreements, in the form in which they were valid prior to 15 February 2017, are complied with as part of this collective agreement:

- Cooperation Agreement and protocol of signature (PT-SAK/STTK/AKAVA) 2001 in other respects except for occupational safety and health
- Recommendation on the prevention of substance abuse problems, the handling of substance abuse issues and referral to treatment at workplaces (Confederation of Finnish Industries (EK)–SAK/STTK/AKAVA) 2015
- Protocol on compensatory penalties (LTK–SAK/STTK/AKAVA) 2000

Section 31 Local agreements

The regulations specified in this collective agreement may be agreed on differently on the basis of a local agreement, in accordance with the procedures concerning local agreements (p. 69).

Section 32 Dispute resolution

Employees are to first discuss issues pertaining to the interpretation and application of the collective agreement with their supervisor.

Local negotiations:

Disputes related to the collective agreement are first negotiated between the employer and the employee or a shop steward. The negotiations are begun and conducted without undue delay.

Should a resolution not be reached, a memorandum on the points of disagreement and the parties' viewpoints, grounds included, is prepared, if requested by one of the parties. The relevant attachments are appended to the memorandum, two identical copies of which are then signed, one copy given to each party.

Federation/central organisation negotiations:

Should the matter remain unresolved, the local parties may refer it to the unions.

Labour Court:

Should the matter remain unresolved in the negotiations between the unions, it may be referred to the Labour Court.

Section 33 Valid benefits

This collective agreement is not applicable to such benefits based on an agreement between the employer and employee which have been agreed on separately in derogation of a collective bargaining agreement.

Section 34 Good labour relations

All industrial actions concerning an individual provision of this agreement or this agreement in full or are prohibited.

Section 35 Validity of the agreement

This agreement is valid from 1 May 2023 to 31 December 2025, continuing thereafter always for one year at a time, unless it is terminated in writing no later than a month before its expiration.

The party terminating the agreement must provide the counterparties with a memorandum of the key content of the amendment proposal in connection with the termination.

The provisions of this agreement remain valid until a new agreement has entered into force or until the negotiations between the contracting parties have been deemed concluded by one of the contracting parties.

Helsinki, *8 June 2023*

Finnish Association of Private Care Providers
Sosiaali- ja terveysalan neuvottelujärjestö Sote ry
Trade Union for the Public and Welfare Sectors JHL
Union of Professional Social Workers Talentia
Sosiaalipalvelualan allianssi Salli ry

Pay agreement

Section 1 Wages

1. Employees covered by the scope of the collective agreement are paid a salary according to, in the minimum, the sector's pay grouping, pay agreement and transitional provisions.

2. In the event that an employee is engaged in work for which a name or a suitable job description is not found in the pay grouping, the pay group of the closest equivalent job and pursuant to the level of education required for the work is applied.

3. The employee's work belongs under the pay group whose tasks the employee primarily carries out.

   3.1. Task-specific minimum wage in the basic work of a pay group:

   In the pay group's basic work, the wages are determined at least according to the group's minimum pay grade.

   3.2. Task-specific increment in work more demanding than basic work:

   The level of an employee's wages is impacted by how demanding their tasks are. If the employee's tasks are clearly more demanding and entail more responsibility than the basic work of the pay group in question, or if they require special training or experience, this must be accounted for either as a G pay grade higher than the minimum pay grade or as a euro-denominated task-specific increment.

   Examples of situations in which a level of pay pursuant to subsection 3.2. must at least be applied:

   - The employee has special tasks clearly more demanding than the pay group's basic work.

   - A task requiring special competence or expertise which is not included in the pay group's basic work.

- Responsibility for a specific subject area or procurements not included within the pay group's basic work.

- Being the contact person of a specific area of responsibility when this task is not included in the pay group's basic work.

When the criteria are met, the grounds for the payment of a task-specific increment are formed according to the same principles in all pay groups, compared to how demanding the basic work of each pay group normally is.

Examples of tasks that can be part of one or more pay groups:
The person in charge of student tutoring, work shift planning or induction.

The role of a person in charge does not refer to conventional participation in student tutoring, work shift planning or induction carried out in connection to normal work in the unit.

Examples of tasks that can be part of one or more pay groups:
The person in charge of developing work methods or systems, pharmacotherapy, terminal care, hygiene.

The list consists of examples and does not include all tasks forming a right to a task-specific increment.

- The employee is in the position of an employee in charge, or responsible for directing other employees, and a position of this kind is not included among the pay group's normal duties (such a team leader).

- The employee possesses the special work experience required by a task.

- The employee has, in addition to the pay group's normal training requirements, a professional degree, specialist

qualifications or some other specialisation degree or specialisation training required by the work.

- Due to the nature of the work, the workplace has applied a level of pay higher than the basic work level, and new employees are hired for similar duties.

The signatory organisations note that it is not the purpose of the system of remuneration to always place employees, in principle, in the minimum pay grade of the relevant pay group and to apply higher pay grades only in exceptional cases.

The use of higher pay grades is also possible in work other than work that is clearly more demanding or entails more responsibility than basic work or requires special training and experience.

An employee's G pay grade may exceed the G pay grades of the pay group in question.

3.3 The applicable task-specific increments and their amounts in euros or ranges of variation within different pay groups must be explained to the shop steward and the personnel. The accounts in question are given annually on either group, company or workplace-level, according to the employer's discretion.

The shop steward's views are heard in connection with the accounts. The shop steward may, at their discretion, propose negotiations on the criteria for the applicable task-specific increments. If an agreement cannot be reached through negotiation, the employer decides on the applicable task-specific increments. Any disputes arising from the negotiations can be settled through negotiation between the unions, in accordance with section 32 of the collective agreement.

4. Personal qualifications increment

An employee can be paid a euro-denominated personal pay increment for special professional skills, working efficiency, work contribution, cooperation skills, professional expertise or diverse interpersonal skills. The increment may be granted until further notice or for a fixed period of time.

The grounds for the payment of a personal qualification increment must be explained to the shop steward and the personnel. The accounts in question are given annually on either group, company or workplace-level, according to the employer's discretion. The grounds for payment must be made available to all employees.

5. Availability increment

A locality-specific or unit-specific availability increment can be paid on the basis of the availability of labour.

6. Quality bonus

An employee or a group of employees can be paid a quality bonus for work of a particularly high quality based on the quality system applied by the employer or some other quality indicator.

Section 2 Cost-of-living grading

1. The collective agreement includes pay scales for the metropolitan area (Helsinki, Espoo, Vantaa and Kauniainen) and the rest of Finland (other municipalities according to the cost-of-living index regions I and II).

Section 3 Service increments

1. An employee's basic salary pursuant to the collective agreement will increase in accordance with the pay scale appended here after 5, 8 and 11 service years entitling the employee to a service increment.

(The amounts of the experience increment steps vary, depending on the G pay level and the service increment step, from slightly less than 3% to slightly less than 5%, calculated from the basic salary).

2. At the beginning of the employment relationship, when making the employment contract, the employer and employee must review the employee's possible period of service with an entitlement to a service increment. In this context, the employee must present the necessary service details prior to the granting of the increment. If the employment relationship continues, any subsequent

increments are granted by the employer. The entitlement to a service increment begins from the beginning of the month following the right's achievement.

3. Service that carries an entitlement to a service increment means such work in the service of one's own employer, and other similar work, in which the working hours have been, on average, at least 19 hours a week. All calendar months in employment relationships that have lasted for a minimum of 14 workdays, and for which the employee has earned annual holidays, are taken into account.

Similar work refers to work that is essential for the new job. It includes work experience in the same professional field, in the same pay group or in a pay group that is one level lower.

Professional fields include, for example, 1. nursing, care and guidance work in the social welfare and health services sector, 2. early childhood education work, 3. kitchen work, 4. real estate work and 5. office work.

> **Application instructions:** This amended definition of similar work is to be applied at the latest from 1 July 2022. It shall not apply retroactively to the period preceding it.

Similar work or part-time work, entailing on average less than 19 hours a week and carried out to one's own employer, and employment relationships that have lasted less than 14 days carried out after 1 February 2000 must be accounted for as carrying an entitlement to a service increment in the relevant working hours' proportion to full working hours. When assessing their impact, it is enough for the employer to form an assessment of the right magnitude with regard to how many full months of service increment accumulation the employee's part-time and temporary work accord with.

Part-time and temporary work performed prior to 1 February 2000 may also be taken into account according to the same principle.

4. If the employee has experience of other than similar work, it can be counted as carrying an entitlement to a service increment insofar as the employer deems it to add to the employee's qualifications for the work.

Section 4 Trainees, summer employees, young employees, exceptionally simple work and messengers

1. An agreement on a paid trainee period that is included in studies can be made with a student in the field; the pay during such a trainee period is at least 90% of the standard pay grade for the task in question.

   The agreement on pay with an employee in apprenticeship training can specify the pay to be 90% of the standard pay grade for the task in question. However, the salary of an employee who begins apprenticeship training with their current employer may not be reduced in the current job.

2. An agreement on a summer job for the period between 15 May and 15 September can be made with a summer employee less than 25 years of age; the pay is at least 75% of the standard pay grade for the task in question. This provision is not applicable if the hired summer employee is a qualified substitute.

3. **A)** The parties to the collective agreement want to do their part to promote the employment opportunities of the employment agency's (TE Office) long-term unemployed entitled to wage subsidies, difficult to place and in danger of marginalisation.

   An agreement with this kind of an employee, whose employment relationship is preceded by an at least 12-month uninterrupted period of unemployment, can be made, for a maximum period of 6 months, on a salary that is at least 90% of the standard pay grade for the task in question.

   The agreement aims to strengthen the person's life management and prevent marginalisation through work and the improvement of their fitness and readiness for work.

3. **B)** An agreement with an employee less than 25 years of age, who has less than six months worth of work experience entitling them to a service increment and who has been unemployed for at least six months during the past year, can be made, for a maximum period of six months, on a salary that is at least 90% of the standard pay grade for the task in question.

4. If an employee's tasks are, exceptionally, fundamentally simpler or less independent than the pay group's basic tasks, or if the employee lacks the qualifications required for the tasks, due to which they are not able to carry out all of the relevant duties in full, the minimum pay can be determined as being up to 6% lower than the minimum pay grade of the pay group in question.

   Employers must present the grounds for the use of a pay grade lower than the minimum pay grade in writing, after the matter has been discussed with the shop steward or, in the absence of a shop steward, together with the employees.

5. A messenger's salary may be at most 5% lower than a salary pursuant to the lowest scheduled pay according to the valid G pay scale.

Section 5 Part-time employees

1. The monthly salary of a part-time employee with a monthly salary is determined in proportion to the weekly working hours agreed with the employee and the maximum weekly working hours applicable to equivalent work pursuant to the collective agreement.

   Protocol entry:
   The pay of an employee who was in the scope of the increased part-time monthly salary for an employee working less than 19 hours per week of the previous collective agreement cannot decrease, even though the provision concerned has been omitted from the collective agreement.

2. The hourly pay of a part-time employee with an hourly salary is calculated by dividing a monthly salary applicable to equivalent work by the divisor pursuant to section 11 of the collective agreement.

Section 6 Replacement

1. When an employee carries out work of a pay grade higher than their normal work in the capacity of a replacement, performing a material portion of the tasks included in the work, the employee is paid a salary equal to at least the replacement work's pay grade pursuant to the collective agreement for a period of replacement in excess of two weeks and, in annual holiday replacements, for a replacement period in excess of a month.

2. When the employee carries out their own work and, per agreement, the majority of another employee's tasks alongside, the employee is paid a raised salary for a period of replacement in excess of two weeks and, in annual holiday replacements, for a replacement period in excess of a month. The amount of this raised salary is agreed between the employer and employee prior to the replacement. The compensation must exceed the compensation paid for an equivalent replacement duty under subsection 1.

3. Any replacement duties carried out over a period of six months are added together when assessing whether the two weeks or month has been exceeded.

Section 7 Sheltered employment

This agreement does not apply to sheltered employment.

Section 8 Validity

This pay agreement is valid as part of the collective agreement between the signatory organisations and will terminate without a separate notice when the collective agreement comes to an end.

Helsinki, *8 June 2023*
Signatory organisations

Transitional provisions of the pay agreement

The transitional provisions are complied with when taking into use the remuneration system of the collective agreement for the private social services sector in lieu of a previously applied system of remuneration.

Section 1 Placement into pay groups

1. Employees are placed into the pay groups and G pay grades of the new remuneration system according to their work's demands after the matter has been negotiated on between the employer and the relevant employees or their shop steward.

2. The objective of the negotiations is to reach unanimity on the correct pay grade for the work performed by each employee. In the event of a dispute, the parties may apply to the signatory organisations to settle the dispute.

3. If the scheduled pay pursuant to the G pay grade selected for an employee remains lower than the employee's salary at the moment of transition, the difference is paid as a transition increment, provided that the excess is not based on the demands of the work or personal qualifications.

4. The parties may, at the transition phase, turn to a signatory organisation, if necessary, but the goal is for the transition to the new system to be implemented locally, as far as possible.

5. Should the pay raises pursuant to the transitional provisions, including their pay grade adjustments pursuant to this section, result in a more than 6% pay rise with regard to some employees, the payment of the portion of pay rise in excess of 6% can be postponed by no more than six months as of the transition to the social services sector's system of remuneration.

6. Employees whose salary at the time of the transition exceeds the pay pursuant to pay grade G 32 are above the pay groups.

The salary of an employee covered by the scope of a collective agreement above the pay groups is paid as a personal salary, which is raised according to the same principles as the salaries of those covered by the scope of the pay grouping.

Section 2 Calculation of service increments

1. Any service entitling an employee to a service increment is calculated according to the previous method until the transition to the social services sector's system of remuneration. The creditable service time may not, however, fall below the service time pursuant to the social services sector's calculation method.

   The transition to the calculation method of the social services sector takes place after this. At this time, all years of service that have previously been or should have been credited to an employee in the employment relationship are credited to the employee.

Section 3 Pay guarantee and increments

1. No employee's pay shall be lowered due to a change in the system of remuneration. In other respects, an employee's minimum pay and pay increments will, in the future, be determined in accordance with the new system of remuneration.

2. The euro-denominated amounts of increments related to peripheral regions, cold regions, archipelago regions, etc., and not pertaining to the demands of the work or personal qualifications, will become a part of an employee's personal wages.

3. Increments based on the demands of the work or personal qualifications will continue to be paid according to the previous practice.

4. Any increments granted for a fixed period of time will end in accordance with the original agreement.

5. If an employee's pay grade is raised, the increment paid in excess of the scheduled pay can be abandoned in part or in full, but nevertheless by no more than the amount of a pay grade increase insofar as the grounds for the increment no longer exist.

6. Increments based on the demands of the work or personal qualifications will also remain in effect when an employee achieves a

new service increment step. Portions in excess of the scheduled pay based on other grounds can be reduced when the employee reaches a new service increment step by, at maximum, an amount equal to the service increment increase, unless the parties have agreed or agree to retain the excess.

Section 4 Validity

1. The transitional provisions of this pay agreement are valid as part of the collective agreement between the signatory organisations and will terminate without a separate notice when the collective agreement comes to an end.

Helsinki, *8 June 2023*
Signatory organisations

Pay grouping of the social services sector

(The principles for placing jobs in pay groups and for the use of minimum pays and excesses are given in section 1 (p. 52) of the pay agreement.

Pay group A (assisting duties):

Minimum pay grade 1 September 2023 G12A, 1 August 2024 G13A–G14A, 1 August 2025 G15A

The work does not require vocational training. The know-how is gained through on-the-job guidance. Clear work instructions and routines.

Example jobs:

- health and service personnel: orderly, day-care centre assistant
- kitchen and property personnel: kitchen help, departmental assistant, cleaner; administrative personnel: assisting office work, mailing, running errands.

Pay group B (basic duties):

Minimum pay grade 1 September 2023 and 1 August 2024 G16B, 1 August 2025 G17B

The know-how is gained through on-the-job learning or short courses. The work is based on defined instructions, but the tasks are more individual than in pay group A.

Example jobs:

- health and service personnel: care assistant, home help, school aide, camp counsellor
- kitchen and property personnel: cook, kitchen/catering worker, ward domestic, matron in very small units, caretaker, porter
- administrative personnel: switchboard operator, routine office work (such as invoicing, etc.), responsibility for copying services, postal services, phone services.

Pay group C (professional duties):

Minimum pay grade as of 1 September 2023 G20C

The work requires at least a vocational degree or equivalent know-how. The work is varying and performed independently according to regulations and/or general instructions. The work is made up of independent parts.

Example jobs:

- health and service personnel: practical nurse, children's nurse, day care nurse, rehabilitation assistant, private household worker, psychiatric nurse, nurse for mentally handicapped, craft leader, leisure activities instructor;
- kitchen and property personnel: matron, repairman, warehouseman, cleaning supervisor;
- administrative personnel: responsibility for invoicing and collection, responsibility for payroll accounting, responsibility for the accounting of a small unit.

Pay group D (demanding professional duties):

Minimum pay grade 1 September 2023 and 1 August 2024 G22D, 1 August 2025 G23D

The work requires, at minimum, a degree from a university of applied sciences/college or equivalent know-how. The work is based on independent solutions within the framework of the authority provided. The work is an independent whole made up of different parts.

Example jobs:

- health and service personnel: nurse, early childhood education teacher/kindergarten teacher, social welfare worker (polytechnic), child and youth welfare worker, social welfare supervisor, professional of elderly care, supervisor for mentally handicapped, rehabilitation supervisor, occupational therapist, physiotherapist;
- kitchen and property personnel: nutritional manager;
- administrative personnel: responsibility for a large unit's accounting and the preparation of financial statements, responsibility for a large unit's money transactions and the operation of subsidiary cash desks.

Pay group E (specialist duties):

Minimum pay grade 1 September 2023 G24E, as of 1 August 2024 G25E

The work requires, at minimum, a degree from a university of applied sciences/college and often a university degree or equivalent know-how. (If the employee has the requisite master's degree, the minimum pay group is pursuant to pay grade F). The work is performed independently, based on planned operations or the specialist position, and may entail operational, financial or personnel responsibilities.

Example jobs:

- health and service personnel: supervisory duties or specialist duties requiring theoretical mastery of the field, head/charge nurse/supervisor in charge (supervisory position), manager of day-care centre/children's home, social worker, social therapist;
- kitchen and property personnel: kitchen and property duties that are more demanding and entail more responsibility than the previously mentioned pay groups;
- administrative personnel: responsibility for the operation and financial management of the entire office in other than small units.

Pay group F (demanding specialist duties):

Minimum pay grade as of 1 September 2023 G28F

The work requires a university degree or equivalent know-how. The work is performed independently, based on operational management or the specialist position, and entails significant operational, financial or personnel responsibilities with profit responsibility.

Example jobs:

- health and service personnel: demanding managerial duties or particularly demanding specialist duties requiring theoretical mastery of the field, manager of day-care centre/children's home, head/charge nurse/supervisor in charge, head social worker (a supervisory position in the aforementioned duties and profit responsibility in large units).

G pay scales of the social services sector 1 September 2023, 1 August 2024 and 1 August 2025

Scheduled pay as of 1 September 2023, € per month

Helsinki metropolitan area

Pay group	Pay grade G	0 years	5 years	8 years	11 years
A	G12A	1,981.03	2,046.66	2,112.15	2,179.31
	G13	1,981.03	2,046.66	2,118.96	2,196.15
	G14	1,981.47	2,058.43	2,135.96	2,213.92
	G15	1,990.37	2,068.22	2,146.47	2,224.77
	G16	2,017.71	2,096.78	2,176.38	2,257.26
B	G16B	2,111.57	2,180.91	2,252.02	2,322.86
	G17	2,123.16	2,207.02	2,292.57	2,378.96
	G18	2,138.71	2,223.34	2,309.74	2,397.81
	G19	2,155.42	2,241.75	2,329.55	2,419.52
C	G20C	2,300.24	2,363.15	2,426.21	2,488.24
	G21	2,394.48	2,495.08	2,597.69	2,703.48
	G22	2,412.63	2,515.06	2,620.72	2,731.52
D	G22D	2,594.16	2,671.60	2,749.11	2,827.67
	G23	2,594.16	2,671.60	2,770.88	2,884.10
	G24	2,594.16	2,682.45	2,796.58	2,916.15
E	G24E	2,796.74	2,880.53	2,965.35	3,050.12
	G25	2,796.74	2,880.53	2,965.35	3,073.84
	G26	2,860.64	2,994.35	3,130.65	3,266.76
	G27	2,887.23	3,022.97	3,159.78	3,297.11
F	G28F	3,131.99	3,227.83	3,322.79	3,416.79
	G29	3,175.51	3,327.70	3,479.61	3,631.78
	G30	3,523.70	3,692.39	3,861.05	4,030.23
	G31	3,705.76	3,883.47	4,061.69	4,239.09
	G32	3,952.58	4,142.19	4,332.91	4,523.91

Rest of Finland

Pay group	Pay grade G	0 years	5 years	8 years	11 years
A	G12A	1,965.14	2,030.20	2,094.52	2,161.09
	G13	1,965.14	2,030.20	2,094.52	2,165.70
	G14	1,965.14	2,030.20	2,106.57	2,182.98
	G15	1,974.35	2,050.99	2,128.46	2,205.78
B	G16B	2,083.60	2,150.93	2,221.05	2,290.36
	G17	2,093.83	2,176.45	2,260.15	2,345.33
	G18	2,109.14	2,192.49	2,277.10	2,363.88
C	G20C	2,268.48	2,330.44	2,391.89	2,453.07
	G21	2,360.94	2,460.16	2,561.20	2,665.55
	G22	2,378.82	2,479.78	2,583.92	2,693.18
D	G22D	2,557.85	2,634.20	2,710.49	2,787.99
	G23	2,557.85	2,634.20	2,731.79	2,843.37
	G24	2,557.85	2,659.60	2,772.76	2,891.35
E	G24E	2,772.93	2,855.99	2,940.09	3,024.17
	G25	2,772.93	2,855.99	2,940.09	3,047.60
	G26	2,820.63	2,952.45	3,086.82	3,220.97
	G27	2,862.58	2,997.18	3,132.83	3,268.98
F	G28F	3,088.18	3,182.64	3,276.27	3,368.93
	G29	3,148.42	3,299.28	3,449.88	3,600.74
	G30	3,493.62	3,660.81	3,828.02	3,995.78
	G31	3,674.09	3,850.25	4,026.96	4,202.63
	G32	3,918.77	4,106.71	4,295.66	4,484.93

Scheduled pay as of 1 August 2024, € per month

Helsinki metropolitan area

Pay group	Pay grade G	0 years	5 years	8 years	11 years
A	G13A	2,060.27	2,128.53	2,196.64	2,266.48
	G14	2,060.27	2,128.53	2,196.64	2,267.05
	G15	2,060.27	2,128.53	2,197.99	2,278.16
	G16	2,066.14	2,147.10	2,228.61	2,311.43
B	G16B	2,196.03	2,268.15	2,342.10	2,415.77
	G17	2,196.03	2,268.15	2,347.59	2,436.06
	G18	2,196.03	2,276.70	2,365.17	2,455.36
	G19	2,207.15	2,295.55	2,385.46	2,477.59
C	G20C	2,396.85	2,462.40	2,528.11	2,592.75
	G21	2,451.95	2,554.96	2,660.03	2,768.36
	G22	2,470.53	2,575.42	2,683.62	2,797.08
D	G22D	2,703.11	2,783.81	2,864.57	2,946.43
	G23	2,703.11	2,783.81	2,864.57	2,953.32
	G24	2,703.11	2,783.81	2,864.57	2,986.14
E	G25E	2,914.20	3,001.51	3,089.89	3,178.23
	G26	2,929.30	3,066.21	3,205.79	3,345.16
	G27	2,956.52	3,095.52	3,235.61	3,376.24
F	G28F	3,263.53	3,363.40	3,462.35	3,560.30
	G29	3,263.53	3,407.56	3,563.12	3,718.94
	G30	3,608.27	3,781.01	3,953.72	4,126.96
	G31	3,794.70	3,976.67	4,159.17	4,340.83
	G32	4,047.44	4,241.60	4,436.90	4,632.48

Rest of Finland

Pay group	Pay grade G	0 years	5 years	8 years	11 years
A	G14A	2,043.75	2,111.41	2,178.30	2,247.53
	G15	2,043.75	2,111.41	2,179.54	2,258.72
B	G16B	2,166.94	2,236.97	2,309.89	2,381.97
	G17	2,166.94	2,236.97	2,314.39	2,401.62
	G18	2,166.94	2,245.11	2,331.75	2,420.61
C	G20C	2,363.76	2,428.32	2,492.35	2,556.10
	G21	2,417.60	2,519.20	2,622.67	2,729.52
	G22	2,435.91	2,539.29	2,645.93	2,757.82
D	G22D	2,665.28	2,744.84	2,824.33	2,905.09
	G23	2,665.28	2,744.84	2,824.33	2,911.61
	G24	2,665.28	2,744.84	2,839.31	2,960.74
E	G25E	2,889.39	2,975.94	3,063.57	3,151.19
	G26	2,889.39	3,023.31	3,160.90	3,298.27
	G27	2,931.28	3,069.11	3,208.02	3,347.44
F	G28F	3,217.88	3,316.31	3,413.87	3,510.43
	G29	3,223.98	3,378.46	3,532.68	3,687.16
	G30	3,577.47	3,748.67	3,919.89	4,091.68
	G31	3,762.27	3,942.66	4,123.61	4,303.49
	G32	4,012.82	4,205.27	4,398.76	4,592.57

Scheduled pay as of 1 August 2025, € per month

Helsinki metropolitan area

Pay group	Pay grade G	0 years	5 years	8 years	11 years
A	G15A	2,101.48	2,171.10	2,240.57	2,311.81
	G16	2,101.48	2,171.10	2,250.90	2,334.54
B	G17B	2,239.95	2,313.51	2,388.94	2,464.09
	G18	2,239.95	2,313.51	2,388.94	2,479.91
	G19	2,239.95	2,318.51	2,409.31	2,502.37
C	G20C	2,449.58	2,516.57	2,583.73	2,649.79
	G21	2,476.47	2,580.51	2,686.63	2,796.04
	G22	2,495.24	2,601.17	2,710.46	2,825.05
D	G23D	2,762.58	2,845.05	2,927.59	3,011.25
	G24	2,762.58	2,845.05	2,927.59	3,016.00
E	G25E	2,978.31	3,067.54	3,157.87	3,248.15
	G26	2,978.31	3,096.87	3,237.85	3,378.61
	G27	2,986.09	3,126.48	3,267.97	3,410.00
F	G28F	3,335.33	3,437.39	3,538.52	3,638.63
	G29	3,335.33	3,441.64	3,598.75	3,756.13
	G30	3,644.35	3,818.82	3,993.26	4,168.23
	G31	3,832.65	4,016.44	4,200.76	4,384.24
	G32	4,087.91	4,284.02	4,481.27	4,678.80

Rest of Finland

Pay group	Pay grade G	0 years	5 years	8 years	11 years
A	G15A	2,084.63	2,153.64	2,221.87	2,292.48
B	G17B	2,210.28	2,281.71	2,356.09	2,429.61
	G18	2,210.28	2,281.71	2,356.09	2,444.82
C	G20C	2,415.76	2,481.74	2,547.18	2,612.33
	G21	2,441.78	2,544.39	2,648.90	2,756.82
	G22	2,460.27	2,564.68	2,672.39	2,785.40
D	G23D	2,723.92	2,805.23	2,886.47	2,969.00
	G24	2,723.92	2,805.23	2,886.47	2,990.35
E	G25E	2,952.96	3,041.41	3,130.97	3,220.52
	G26	2,952.96	3,053.54	3,192.51	3,331.25
	G27	2,960.59	3,099.80	3,240.10	3,380.91
F	G28F	3,288.67	3,389.27	3,488.98	3,587.66
	G29	3,288.67	3,412.24	3,568.01	3,724.03
	G30	3,613.24	3,786.16	3,959.09	4,132.60
	G31	3,799.89	3,982.09	4,164.85	4,346.52
	G32	4,052.95	4,247.32	4,442.75	4,638.50

Procedures for local agreement

Section 1

Local agreements on derogations from the regulations of the valid collective agreement can be made in accordance with this agreement. A local agreement can be made within the framework provided by law and the collective agreement.

A. In accordance with the procedural rules of this agreement, an agreement can be made on the sections of the collective agreement which refer to local agreements.

B. In financial and production-related problem situations, an agreement on financial benefits can be made in accordance with the appended protocol on local agreements.

C. Any mention on the possibility for agreements in the collective agreement which lack a reference to local agreements allow for agreements between the employer and employee without the procedural rules of this agreement.

Section 2

The negotiating and contracting parties can consist of the employer bound by the collective agreement and the shop steward or, in the absence of a shop steward, the employees together or a representative elected by them as well as a registered, company-specific employees' association or equivalent.

If one of the signatory organisations has a shop steward, employees belonging to the other signatory organisations can authorise this shop steward to also represent them or elect their own representative/representatives from among their number.

At the beginning of the negotiations, it is established who are the negotiators and which parties they represent.

The parties to the collective agreement can also agree on local derogations to the collective agreement. The employer must appoint its own negotiator working under the appropriate contract authorisations.

Section 3

The proposal concerning the local agreement must indicate in writing the section of the collective agreement it pertains to and present the grounds for derogating from the collective agreement.

To be valid, the local agreement must be made in writing and specify whom the agreement concerns, which section of the collective agreement it pertains to and what has been agreed.

The agreement may be valid for a fixed term or until further notice. In the latter case, the agreement may be terminated with a three-month period of notice. After a fixed-term agreement has been valid for a year, it can always be terminated with a three-month period of notice. However, if the agreed arrangement is tied to a specific period of time, the arrangement will continue until the end of this period.

Section 4

The local agreement must be sent to the signatory organisations whose members the agreement concerns for their information.

The parties to the collective agreement may, nevertheless, dispute a local agreement if it agrees on matters not falling under the scope of local agreements. In such cases, the parties to the collective agreement may amend the local agreement or to declare it invalid. The amended local agreement will enter into force on the date agreed between the parties to the collective agreement.

Section 5

This agreement is valid as part of the collective agreement between the signatory organisations and expires without a separate notice when the collective agreement expires or is terminated. Nevertheless, any valid local agreement will remain valid as agreed.

Section 6

Any disputes concerning the interpretation of this agreement and the interpretation of any local agreements under this agreement are to be

resolved in the same manner as disputes concerning the collective agreement.

Helsinki, *8 June 2023*
Signatory organisations

Appended protocol on local agreements

Section 1

The signatory organisations agree that the minimum terms concerning the pay and other financial benefits in the collective agreement and pay agreement signed by parties may be derogated from locally as agreed upon in this agreement.

The agreement may concern the following financial benefits:

- Holiday bonus: The agreement may concern the amount of the holiday bonus, its exchange for days off and the time of its payment.
- Pay: An employee's pay can be agreed to be reduced by, at maximum, an amount equal to the removal of the holiday bonus. However, the pay cannot be agreed to be lower than the basic wage level in the same cost-of-living grade as the employee's tasks.
- Overtime, Sunday work, Saturday work, evening and night work, stand-by and emergency compensation: Changes to the determination grounds or levels of compensation can be agreed only by the approval of the employees' organisations included in the scope of the agreement.

A simultaneous savings agreement pursuant to more than one section can be entered into only by the approval of the employees' organisations included in the scope of the agreement.

Section 2

An agreement pursuant to this protocol can concern a company or a part thereof, and the contracting parties are an employer bound by the collective agreement and the shop steward or, in the absence of a shop steward, the employees together or through a representative elected by them, as well as a registered company-specific employees' association.

A prerequisite for the agreement to enter into force with regard to an employee is the employee's approval. However, the shop steward has

the right, at the consent of the majority of the employees they represent, to agree on the holiday bonus in a manner binding on all employees represented.

Section 3

Concluding the agreement is subject to the existence of grounds pursuant to chapter 5, section 2 or chapter 7, section 3 of the Employment Contracts Act (i.e. what are referred to as financial or production-related grounds).

The agreement cannot be made on the basis of estimates, such as budgets, alone, unless the grounds already exist.

When negotiating on an agreement referred to in this protocol, the employer shall comply with the Act on Cooperation within Undertakings with regard to the provision of information required in the negotiations as well as with the cooperation agreement of the federations and central organisations. When necessary, the parties may rely on the help of experts.

Section 4

An agreement referred to in this protocol is made for a fixed period of time and a maximum of one year at a time.

If the agreement has been made on the condition that an employee included in its scope will not be made redundant or laid off during the term of the agreement, such an agreement will be terminated with immediate effect with regard to an employee made redundant or laid off in breach of the agreement.

Section 5

The parties to the collective agreement must be notified of a local agreement pursuant to this protocol.

The parties to the collective agreement have the right to dispute a local agreement concerning financial benefits within a month of having been notified thereof. In such cases, the parties to the collective agreement have the opportunity to amend the local agreement or to declare it invalid. The amended local agreement will enter into force on the date agreed between the parties to the collective agreement.

Section 6 Survival agreement

The parties to the collective agreement cannot dispute or invalidate a local agreement if said agreement has been made in accordance with this protocol and meets the following additional requirements:

Parties:

- the employer and the signatory association's shop steward
- an employee approves the agreement for their part

Requirements

- Extremely weighty and exceptional financial reasons in situations where the agreement, together with other measures to be implemented, is necessary to secure the employer's operational preconditions and jobs.
- In the background are financial difficulties which would lead to reductions in the workforce on financial grounds.
- The grounds are noted jointly and locally:
  - the need for and dimensioning of measures
  - effect on surviving the crisis together with other measures

- Gaining a competitive advantage in relation to other companies in the industry are not acceptable grounds.
- An employee who has made the agreement cannot be laid off or be made part-time or redundant on financial and production-related grounds during the validity of the agreement or within two months of its termination.
  - If the employer acts contrary to the aforementioned regulation, the agreement will be cancelled with immediate effect and the employer compensates the employee for the agreed saving.
- The way in which the workplace's management and owners commit to the improvement of the company's operational preconditions must be agreed. The saving measures must concern the company's management and personnel in equal measure.

Form and duration of the agreement

- in writing
- if of a fixed-term, valid for no longer than a year, but in any case no longer than until the end of the valid collective agreement.

The agreement may concern the following financial benefits.

- Holiday bonus: The agreement may concern the amount of the holiday bonus, its exchange for days off and the time of its payment.
- Pay: An employee's pay can be agreed to be reduced by, at maximum, an amount equal to the removal of the holiday bonus. However, the pay cannot be agreed to be lower than the basic wage level in the same cost-of-living grade as the employee's tasks.

Improvement of company's financial situation

- the agreement can be terminated in the middle of the agreement period with a three-month period of notice, provided that the company's financial situation is subject to unforeseen, material improvement compared to the time when the agreement was made.

Miscellaneous

- the shop steward is provided with all necessary information in writing well in advance of the negotiations' commencement, and the information must be supplemented as necessary during the negotiations
- the shop steward has the right to consult the employer's financial management experts, for example.

Section 7

In other respects, the parties abide by the procedures for local agreements.

Helsinki, *8 June 2023*
Signatory organisations

Training agreement

Section 1 Working party on training

Working parties on training between the signatory parties have been established for the purposes of implementing the union training referred to in the agreement.

The working party on training approves courses for one calendar year at a time. If necessary, courses can also be approved in the middle of a calendar year.

Prior to the decision to approve a course, the training work group is provided with an account on the course curriculum, time, venue, target group and any other information possibly requested by the training work group. Approved courses give the working party on training a chance to monitor the teaching/coaching.

The unions inform members of the courses approved by the working party on training for the following year no later than two months before the start of the first course, whenever possible.

Section 2 Vocational further and supplementary training and retraining

When the employer provides employees with vocational training or sends employees to training events related to their profession, the expenses arising from the training and the loss of regular working hours are compensated for. The training is deemed equal to working hours as required by the Working Hours Act.

Exams for further vocational training related to work, such as pharmacotherapy examination, may be taken during working hours. The parties may also agree on exam preparation time during working hours, if seen as necessary and justified by both parties.

Whenever possible, training events should be accounted for in the preparation of work shift schedules in such a way that a training event would not coincide with an employee's day off, unless otherwise agreed. If the training takes place outside of working hours, the time

spent is not considered to constitute working hours, but employees will be compensated for any direct expenses they incur.

If the employer has paid for a participant's expenses in full, i.e. for food (two meals per a full day, one meal for a partial day) and accommodation, the employer is not obligated to pay daily allowances.

Section 3 Shared training

The shared training required by cooperation agreements is usually provided workplace-specifically. Cooperation training is also provided by the federations and central organisations of the labour market, or jointly be their membership organisations, and by various cooperation bodies, such as the Centre for Occupational Safety. Participation in training is agreed upon workplace-specifically in a cooperation body or, in the absence of such, between the employer and the shop steward. Participation in training is compensated for in the same way as training pursuant to section 2.

Section 4 Trade union training

1. Retention of employment relationship and notification periods

Employees are provided, without an interruption to the employment relationship, an opportunity to take part in training approved by the training work group and lasting no longer than a month, provided that the need for training has been jointly noted by the employer and the employee seeking to attend the course and that the participation can take place without substantial adverse effects on the company. In a negative case, the shop steward is notified, no later than 10 prior to the start of the course, of the reason why granting the leave would result in substantial adverse effects.

Shop stewards nevertheless have the right to attend, for a duration of at least six calendar days out of a year, courses of the right level and related to their cooperation duties.

Deputy shop stewards have the right to attend, for a duration of three calendar days out of a year, courses of the right level and related to their cooperation duties.

The training work group may deem a particular course necessary for

particular persons of member companies elected to a position trust. The signatory organisations emphasise particularly the usefulness of courses that promote local agreements.

The signatory organisations stress that the need for training is particularly high with regard to new shop stewards or situations involving a company's local agreements, and that this should be taken into account when granting training or educational leaves.

The unions consider it important in other respects, too, that shop stewards are reserved a chance, whenever possible, to participate in training apt to increase their qualifications in the performance of their duties as shop stewards.

If the company prepares a training plan, union training should be agreed on in this training plan.

The notification concerning an intention to take part in a course must be made as early as possible. If the course lasts for no more than a week, the notification must be given three weeks before the start of the course and, when the course is longer, at least six weeks before the start of the course.

Occupational safety and health training should be aimed at occupational safety and health representatives, in particular.

2. Compensation

Shop stewards, deputy shop stewards, the occupational safety and health representatives and members of occupational safety and health committees may take part in the courses mentioned in the previous paragraph and approved by the training work group without a reduction to their actual, regular wages.

However, with regard to shop stewards, the loss of earnings is not compensated for with regard to a period longer than a month and, in terms of the others, with regard to a period longer than two weeks. The course being related to the participant's cooperation duties in the company is a further prerequisite for compensation for the loss of earnings, as is the training being proven necessary in accordance with this agreement.

In addition to shop stewards, losses of earnings are also compensated to the chairpersons of registered affiliated associations or workplace departments, if they work in a company with at least 100 office workers and if the registered affiliated association or workplace department has at least 20 members.

The parties note that it may be necessary for the deputy occupational safety and health representatives and the members of cooperation bodies of larger companies to participate in courses related to their cooperation duties. The parties recommend that this opportunity be given, provided that it can be arranged without causing substantial adverse effects on the company.

Section 5 Social benefits

Participation in a trade union training event referred to in section 4 does not impair annual holiday, retirement or service increment benefits or any other comparable benefits.

Section 6 Validity

This agreement is valid as part of the collective agreement between the federations and central organisations.

Helsinki, *8 June 2023*
Signatory organisations

Shop steward agreement

Introduction

The shop steward system aims to promote the proper implementation and practical application of the agreements agreed on between the parties. It aims to resolve disputes arising between the employer and employees with regard to the application and interpretation of the agreements in an appropriate and quick manner. Other key issues include dealing with issues between the employer and employees in relation to employment relationships and the maintenance and promotion of good labour relations.

Appropriately organised and managed local negotiation procedures promote the workplace's cooperation activities, the achievement of the company's goals and the increase of employees' safety and satisfaction.

To realise the aforementioned objectives, the signatory organisations have entered into the following shop steward agreement:

Section 1 Scope of the agreement

This agreement applies to employers covered by the scope of the collective agreement for the private social services sector and their employees who belong in an employee union that has signed this agreement.

Section 2 Shop steward

General

1. Shop stewards must be employees of the relevant company and familiar with the conditions of the workplace. They must be members of a signatory organisation to the collective agreement and work in an industry covered by the scope of the collective agreement.

Shop steward

2. The term "shop steward" refers to a shop steward, deputy shop steward, chief shop steward and deputy chief shop steward elected by organised employees bound by the collective agreement.

3. Shop stewards are elected by company employees who fall under the scope of the same collective agreement and are organised in a signatory organisation to the collective agreement or an affiliated association thereof. The right to a shop steward lies with a signatory organisation, but not its affiliated association.

Regional or unit-specific shop stewards

4. Employees of large or regionally decentralised companies have the right to elect shop stewards of the same signatory organisation referred to in this agreement for the company's independent regional or operational units. This can be done when the number of employees, the nature of the workplace and the regular shop steward's opportunities for meeting employees so require. The company's cooperation system may also be taken into account.

The number and operational areas of shop stewards are agreed on company-specifically, taking into account the aforementioned points and the operational conditions, such as the principles of time use pursuant to section 7. The agreement is made between the company and a signatory organisation or the shop steward authorised by the signatory organisation.

Regional shop steward systems must ensure the shop steward's factual chances of managing the duties of a shop steward. Shop stewards must have an opportunity to familiarise themselves with the offices and units of their area, visit the units they represent and maintain a dialogue with the employees they represent. A shop steward's factual chance of managing their duties involved restricts the size of the area and the number of the units represented.

Application instructions for agreeing on the shop steward system of a large or regionally decentralised company as referred to in section 2(4) of the shop steward agreement:

These instructions aim to promote the inception of an agreement:

- A large or regionally decentralised employer is required, without undue delay, to agree on a shop steward system when the conditions of section 2(4) of the shop steward agreement are met and when a signatory organisation to the collective agreement representing employees or a shop steward authorised by one so suggest.
- An employer may also initiate negotiations on the matter.
- All parties to the matter must investigate what the operational conditions of the shop stewards of the signatory organisation in question are and the regional division within the framework of which the shop stewards have a factual opportunity to take care of their duties.
- The negotiations are held separately with each signatory organisation or the shop steward authorised by them.
- A shop steward's operational conditions and thereby the regional division is impacted by, among other things, the number of the employees and operating units represented as well as the extent of the geographical area. The area may also be a specific unit.
- The shop steward system must be agreed on well in advance of the shop steward election, so that the election can be organised in accordance with the agreed regional division.
- The objective is to reach an understanding on the operational conditions and a suitable regional division.
- If an understanding on the shop steward system is not reached, the employer and the employees' signatory organisation or a representative authorised by the signatory organisation must make a record of their own proposal on the regional divisions and operational conditions as well as the grounds for them. In such a case, the parties may refer the matter to their unions or federations.
- For as long as there is no agreement on the shop stewards' regional divisions and operational conditions, the previously approved agreement or earlier practice applies. An agreement may also be made on the use of a unit-specific shop steward system.
- The election of a shop steward can be carried out at the workplace.

Chief shop steward

5. "Chief shop steward" means a company-specific shop steward covered by the scope of the industry of the collective agreement

whose sphere of operations includes several regional or unit-specific shop stewards of the same signatory organisation.

6. In companies where several regional or unit-specific shop stewards of the same signatory organisation have been elected, one of them can be appointed chief shop steward, or a separate election of and election method for chief shop steward can be agreed on.

7. The chief shop steward acts as the representative of the employees of their signatory organisation in local negotiations with the employer concerning all of the company's jobs.

8. If no chief shop steward has been elected and several shop stewards of the same signatory organisation have been elected for different workplaces, a company-specific agreement can be made on one of the shop stewards acting as the employees' representative in local negotiations with the employer when the matter concerns all of the jobs in the company. In such cases, the employer is informed which of the shop stewards handles tasks of this kind.

Deputy shop steward

9. Shop stewards are elected deputies; the deputies act as the shop stewards' substitutes when the shop stewards are indisposed. During such times, the deputy shop steward has the shop steward's rights and obligations. The employer must be informed when a deputy shop steward is acting as a substitute for the shop steward.

Situations involving change

10. When the operations of the company or an operational unit thereof shrink or expand materially in size, or in connection with a transfer of business, merger, incorporation or a comparable organisational change of a material nature, the size of the shop steward organisation is brought to correspond, through negotiation, to the changed size and structure of the company or its operational unit, in accordance with the principles of this agreement.

Section 3 Election of a shop steward and notifications

1. The election of a shop steward can be carried out at the workplace. All employees organised with a signatory organisation must be provided with an opportunity for participating in the election.

The organisation and execution of the election may nevertheless not disturb work.

2. The election times and places must be agreed upon with the employer no later than seven days prior to the election's execution.

   If the company is about to start change negotiations, as specified in Chapter 3 of the Act on Cooperation within Undertakings, the times and locations for the elections must be agreed upon through an expedited procedure, where required by the trade union. The shop steward can be elected in an expedited manner when the members of the signatory organisation have the opportunity to participate in the election.

3. The execution of the election is primarily the responsibility of the shop steward or, should the shop steward be indisposed, their deputy. The time they spend in the execution of the election is deemed time spent in the duties of a shop steward.

4. The shop steward will inform the employer of the elected shop stewards in writing, under authorisation provided by the organisation. The employer must also be informed in writing about the resignation or dismissal of a shop steward.

5. The shop steward has the right, upon request, to receive written information from the employer on who acts as the employer's representative with regard to personnel group represented by the shop steward.

Section 4 Position of shop steward

1. In their employment relationship with the employer, shop stewards are in a position equal to all other employees. Shop stewards are obligated to personally comply with the general terms of work, working hours, the orders of management and the workplace's regulations, unless otherwise specified in this agreement.

2. A shop steward's opportunities to develop and advance in their profession may not be impaired due to the task of shop steward.

3. An employee acting as shop steward may not, when they are carrying out this duty or because of this duty, be transferred to a job

which pays less than the job the shop steward was in when elected shop steward. Nor may they be transferred to a less demanding job.

A shop steward may not be subjected to pressure or dismissed from their job due to their role as shop steward.

4. If the actual job of a chief shop steward impedes the performance of their duties as shop steward, they must, insofar as possible, be provided with other work. In such cases, attention is paid to the conditions of the company or its operational unit and the professional skills of the shop steward. The arrangement may result in a lowering of their earnings.

5. The wage development of a shop steward who has been entirely relieved of their job must correspond with the wage development occurring in the company.

6. If the company's workforce is downsized or laid off due to financial or production-related reasons, the order followed must be of the kind which ensures that the shop steward is the last employee targeted by such measures. If the shop steward cannot be offered work that matches their occupation or qualifications, this regulation may be derogated from.

   Should a shop steward deem that they have been made redundant or laid off in contradiction to the aforementioned regulations, they have the right to request that the matter be resolved between the organisations.

7. The employment contract of a shop steward cannot be terminated due to grounds related to the shop steward's person without compliance with Chapter 7, section 10, subsection 1 of the Employment Contracts Act, which requires the consent of a majority of the employees the shop steward represents. This is investigated by the shop steward's signatory organisation that is a party to the collective agreement. The investigation must be carried out without delay after an appropriate request for the planned termination, stating the reasons, has been made to the signatory organisation.

8. A shop steward's employment relationship may not be cancelled contrary to the Employment Contracts Act.

When assessing the grounds for cancelling a shop steward's employment contract, the shop steward may not be placed in a position inferior to other employees.

9. In the event that the employment contract of a shop steward is cancelled and the shop steward contests the cancellation, the employer pays an amount equal to the salary of one month, provided that the relevant proceedings are instituted within four weeks of the employment contract's cancellation.

Chief shop steward's subsequent protection

The provisions of sections 1–9 must be applied to an employee who has acted as a chief shop steward for a further six months after their task as chief shop steward has come to an end.

Notice of termination

A shop steward is notified of the termination of an employment relationship on grounds related to the person no later than a month before the beginning of the period of notice pursuant to the collective agreement. The notice concerning the termination of the employment relationship must indicate the reason for it. The employer shall also notify the employee organisation of the notice of termination.

Compensation

If the employment contract of a shop steward has been terminated in breach of this agreement, the employer must pay a salary of at least 3 months and at most 30 months as compensation. The compensation must be determined according to the same grounds as provided in chapter 12, section 2 of the Employment Contracts Act. The fact that rights granted by this agreement have been breached must be accounted for as a factor increasing the compensation.

If a court finds that conditions for continuing the employment relationship or the restitution of an employment relationship that has already ended exist, and the employment relationship is nevertheless not continued, the failure to do so must be accounted for as a particularly weighty reason when determining the amount of the compensation.

The signatory organisations acknowledge that, according to the standard practice in the labour market, the minimum compensation for the termination of a shop steward's employment relationship contrary to

the shop steward agreement is the salary for 10 months, unless there are particularly weighty grounds for a lower compensation.

Section 5 Tasks of a shop steward

1. A shop steward's principal task is to act as the representative of employees organised under the relevant signatory organisation to the collective agreement in matters pertaining to the application of the collective agreement.

2. The shop steward represents the aforementioned employees in matters concerning the application of work legislation and, generally, in issues related to relations between the employer and employees and the company's development.

3. The shop steward is also tasked with contributing to the maintenance and development of the negotiations and cooperation between the company and its personnel.

Section 6 Shop steward's right to receive information

1. If uncertainty or disagreements arise with regard to employees' wages or some other issues related to the employment relationship, the shop steward must be provided with all information with a bearing on the investigation into the case in question.

2. The shop steward is entitled to receive, in writing or in some other agreed form, the following details of the company's employees represented by the shop steward:

    1. The employee's first name and last name and workplace.

    2. The date on which new employees and employees who have been made redundant or whose employment relationship has been changed into a part-time employment relationship and employees who have been laid off entered into service. In terms of fixed-term employment relationships, the shop steward is informed of the agreed duration of and grounds for the employment relationship.

    3. The pay group and pay grade in which an employee or the work performed by the employee belongs.

4. The number of the company's full-time and part-time employees, twice a year. This also applies to employees who have worked during the past six months and are called to work separately, and other temporary staff.

5. If the employer falls under the scope of the Act on Cooperation within Undertakings, the shop steward must also be provided with all information that is to be provided to the personnel's representative in accordance with the aforementioned Act.

6. Material information related to negotiations involving local agreements in advance, to allow for sufficient familiarisation with the material. On request, the equivalent, necessary additional information during the negotiations. On request, a chance to hear experts in the service of the company who are material in terms of the local agreement negotiations and, when so agreed, other experts as well.

7. Agreements on temporary agency work or subcontracting must be notified to the shop steward upon request in the cases referred to in the Act on the Contractor's Obligations and Liability when Work is Contracted Out. The notification must specify the reason for the use of temporary agency work, the number of workers, the company's identifying information, the place of work, the tasks, the duration of the agreement and the applicable collective agreement or principal terms and conditions of employment.

3. The shop steward has the right to receive the information referred to in subsections 1 and 3 once a year, when the sector's collective agreement has been made, and, after the changes attributable to this have been effected in the company, information about the employees in an employment relationship with the company during this time. Regarding new employees, the shop steward has the right to receive the information mentioned in subsections 1–3 at least once per every quarter of the year.

   Upon their request, the shop steward will be provided with an account of the kind of information collected in connection with recruitment.

If several shop stewards, pursuant to section 2 above, have been elected in the company, the unions can agree on the principles according to which the information is divided between the shop stewards.

4. The shop steward has the statutory right to study a list of emergency and Sunday work, as well as overtime and the increased wages paid for them.

5. Shop stewards must ensure the confidentiality of the information they have received on the aforementioned grounds for the purpose of the carrying out their duties.

Section 7 Exemption from work granted to shop steward

1. Shop stewards are reserved enough exemption from work for them to be able to carry out their duties as shop steward. This means accounting for the number of employees represented, the location of units, the company's cooperation system, the extent of the cooperation activities and any changes to the personnel's position brought about by business operations. The adequacy is assessed at necessary intervals upon request and especially in connection with significant changes occurring in the company or shop steward activities.

   The signatory organisations emphasise that local agreements, and particularly the related preparations, usually require an exemption from work that is clearly more extensive than what is normally required.

   The employer and shop steward agree on when the aforementioned exemption from work is granted. In this context, the parties account for the company's operational preconditions and the possibility for performing the shop steward's duties in the appropriate manner.

   Unless there are reasons for some other assessment, the exemption time of a shop steward is as follows, depending on the number of employees represented:

Number of employees	Amount of exemption hours per three weeks
2–4	2–6 hours
5–25	3–7 hours
26–50	7–11 hours
51–100	11–15 hours
101–200	14–20 hours
201–300	18–28 hours
301–800	26–52 hours
800–	entirely exempt from work

The exemption from work does not reduce the amount of the shop steward compensation.

Part-time working hours do not affect the shop steward's exemption from work.

Section 8 Loss of earnings and compensation

1. The employer compensates shop stewards for the earnings lost by them when they are either engaged in local negotiations with the employer's representative or carrying out other activities agreed on with the employer.

   A shop steward's earnings may not decrease due to them carrying out their duties as shop steward. The compensation for lost earnings accounts for hourly increments in the same manner as in annual holiday pay.

2. When the shop steward carries out work agreed with the employer outside their regular working hours, such time is subject to the payment of compensation for overtime; alternatively, a union-specific agreement or an agreement between the employer and the shop steward may specify additional compensation of some other kind.

Travel expenses

3. When a shop steward travels, under orders from the employer, to carry out tasks agreed on with the employer, the shop steward is compensated for the travel expenses in accordance with the policy followed in the company.

Shop steward compensation

4. A shop steward is paid a shop steward compensation on the basis of the number of the workplace's employees represented and falling under the scope of the collective agreement:

Shop steward compensation as of *1 September 2023*:

Number of employees represented	€ per month
2–4	*28*
5–2	*55*
26–50	*64*
51–100	*77*
101–200	*96*
201–300	*144*
301–	*170*

Chief shop steward compensation:

5. The compensation of a chief shop steward elected in a large or regionally decentralised company (section 2(6)) is *€121 as of 1 September 2023*, unless the shop steward compensation based on the number of employees represented by the shop steward is higher.

Compensation of deputy shop steward

6. When a deputy shop steward carries out the tasks of the shop steward for at least a period of one month, the compensation is paid to the deputy instead of the shop steward.

Section 9 Working conditions

Shop stewards are entitled to storage space for the documents and office supplies needed for their duties in such a way that only they have access to the information (such as a cabinet that can be locked).

Shop stewards are entitled to use their employer's phone or mobile phone to carry out their duties as shop steward.

The employer must provide the shop steward with a telephone and a telephone subscription for carrying out the shop steward's duties, at least if the shop steward represents 80 employees or more.

If necessary, shop stewards have the right to use, without charge, available and appropriate office premises for carrying out their duties as shop stewards. They also have the right to use the conventional office supplies in such office premises for carrying out the shop steward duties.

The concept of conventional office supplies also covers any computer devices in use in the company ad the community and the related software and the internet connection (email). Practical arrangements are agreed on locally.

Section 10 Training of shop stewards

1. The unions consider it important that shop stewards are reserved a chance, whenever possible, to participate in training apt to increase their qualifications in the performance of their duties as shop stewards.

When a trade union training day coincides with a day which would be an ordinary working day for the shop steward, the union training period is considered working hours equal to the amount of an average working day in the work shift schedule.

Participation in trade union training does not reduce the right to professional training.

2. Participation in training has been agreed on in a separate training agreement valid between the organisations (collective agreement, p. 75).

3. Following the end of the shop steward duties of a chief shop steward, the chief shop steward and the employer together must find out whether the maintenance of the employee's professional skills in terms of their former job or an equivalent job requires professional training. The employer organises training based on the results of investigation. When deciding on the content of the training, attention is paid to exemption from work, the duration of the shop steward term and the changes that occurred in working methods during that period of time.

Section 11 Negotiation order

1. Regarding questions involving the performance of work, an employee should immediately turn to supervisors and management.

2. The negotiation order is determined according to section 32 of the collective agreement for the private social services sector.

3. If the dispute concerns the termination of the employment relationship of a shop steward referred to in this agreement, local negotiations and negotiation between federations and central organisations must be initiated and held immediately after the grounds for the termination have been contested.

Section 12 Validity of the agreement

This agreement is valid as part of the collective agreement between the federations and central organisations.

Helsinki, *8 June 2023*
Signatory organisations

Agreement on occupational safety and health representatives

Introduction

The signatory organisations have concluded the following agreement on occupational safety and health representatives. The provisions of the agreement have been compiled from the provisions of the shop steward agreement and from sections 6 and 7 of the cooperation agreement between PT and STTK (2001), as applicable. Legal references are not part of the agreement, unless expressly stated otherwise. The agreement supplements the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (20 January 2006/44).

Protocol entry (guidance): The workplace may locally agree to organise occupational safety and health cooperation in a manner appropriate to the conditions of the workplace, to the extent permitted by the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006). Even in this case, the employees must be provided with the opportunity to participate in the occupational safety and health cooperation, at least to the extent specified in legislation.

Recommendation: Workplaces are encouraged to agree on the occupational safety and health organisation and practices of occupational safety and health cooperation, among other things. For example, the Finnish Centre for Occupational Safety provides background information for the development and maintenance of safe and healthy working conditions and for effective occupational safety and health.

Section 1 Scope and binding nature of the agreement

This agreement on occupational safety and health representatives is binding on employers and employees in the private social services sector who are covered by the collective agreement.

Section 2 Occupational safety and health representative

Election

1. The employees of the workplace elect the occupational safety and health representative and two deputy representatives at workplaces where the number of employees is regularly at least 10. The representatives may also be elected at smaller workplaces.

2. Office workers can choose their own occupational safety and health representative and deputy representatives.

3. Unless otherwise agreed on the organisation of occupational safety and health cooperation, a chief occupational safety and health representative, as specified in this agreement, may be selected from among the occupational safety and health representatives, as follows:

   If several occupational safety and health representatives have been elected for a company with at least 100 employees, they may appoint one of their number as the chief occupational safety and health representative, in accordance with this agreement. The appointment of the chief occupational safety and health representative may also be agreed upon at group level. The chief occupational safety and health representative and the occupational safety and health representative have the same term of office. The regulations concerning the duties and working spaces of the occupational safety and health representative also apply to the chief occupational safety and health representative.

Notifications

4. The employees notify the employer of the selected representatives in writing. If the occupational safety and health representative is unable to perform their duties, the deputy representative acts as their substitute after making a written notification to the employer.

5. The employer must be notified in writing of the appointment of the chief occupational safety and health representative.

Duties

6. The duties of the occupational safety and health representative are determined in accordance with section 31 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (20 January 2006/44), which is part of this agreement in this regard.

   In addition, the occupational safety and health representative is required to participate in the preparation of matters to be discussed by the occupational safety and health committee or another similar body.

   If employees of another employer work in the same workplace, they have the right to contact the occupational safety and health representative of the workplace in occupational safety and health matters arising from workplace conditions.

   When the deputy representative acts as the substitute of the occupational safety and health representative, they have the same rights and obligations as the occupational safety and health representative.

Cooperation between the employer and the occupational safety and health representative

7. Workplaces hold regular discussions on the objectives of the occupational safety and health cooperation and their functionality.

   The purpose of the cooperation and discussion is to promote mutual relations and trust between the parties, and to review the effectiveness of the cooperation and development needs.

   The parties to the discussion are the occupational safety and health representative and the employer's representative. The discussion must be held within two months of the start of the term of office of the occupational safety and health representative and at least annually thereafter.

Matters to be discussed together include:

- Time used by the occupational safety and health representative and time use principles
- Practical organisation and timetables of the cooperation
- Time used by the chief occupational safety and health representative and time use principles

Working premises and office equipment

8. If necessary, the occupational safety and health representative has the right to use, without charge, the available and appropriate office premises for carrying out their duties as occupational safety and health representative. They also have the right to use the conventional office supplies in such office premises for carrying out the occupational safety and health representative duties

Occupational safety and health representatives are entitled to storage space for the documents and office supplies needed for their duties in such a way that only they have access to the information (such as cabinet that can be locked).

Occupational safety and health representatives are entitled to use their employer’s phone or mobile phone to carry out their duties as occupational safety and health representative. The employer must provide the occupational safety and health representative with a telephone and a telephone subscription for carrying out the occupational safety and health representative's duties, at least if the occupational safety and health representative represents 100 employees or more.

The concept of conventional office supplies also covers any computer devices in use in the company ad the community and the related software and the internet connection (email).

Practical arrangements are agreed on locally.

The employer ensures that the occupational safety and health representative has access to the acts, decrees and other regulations and instructions related to occupational safety and health that are necessary for the performance of their duties.

If necessary, the aforementioned documents are provided to the other occupational safety and health organisations as agreed by the occupational safety and health committee.

Section 3 Employment relationship of the occupational safety and health representative

1. In their employment relationship with the employer, occupational safety and health representatives are in a position equal to all other employees. Occupational safety and health representatives are obligated to personally comply with the general terms of work, working hours, the orders of management and the workplace's regulations, unless otherwise specified in this agreement.

3. An occupational safety and health representative's opportunities to develop and advance in their profession may not be impaired due to the task of occupational safety and health representative.

4. An employee acting as occupational safety and health representative may not, when they are carrying out this duty or because of this duty, be transferred to a job which pays less than the job the occupational safety and health representative was in when elected occupational safety and health representative. Nor may they be transferred to a less demanding job.

An occupational safety and health representative may not be subjected to pressure or dismissed from their job due to their role as occupational safety and health representative.

5. If the actual job of an occupational safety and health representative impedes the performance of their duties as occupational safety and health representative, they must, insofar as possible, be provided with other work. In such cases, attention is paid to the conditions of the company or its operational unit and the professional skills of the occupational safety and health representative. The arrangement may result in a lowering of their earnings.

6. The wage development of a chief occupational safety and health representative who has been entirely relieved of their job must correspond with the wage development occurring in the company.

7. If the company's workforce is downsized or laid off due to financial or production-related reasons, the order followed must be of the kind which ensures that the occupational safety and health representative is the last employee targeted by such measures. If the occupational safety and health representative cannot be offered work that accords with their occupation or qualifications, this regulation may be derogated from.

Should an occupational safety and health representative deem that they have been made redundant or laid off contrary to the aforementioned regulations, they have the right to request that the matter be resolved between the signatory organisations to the collective agreement.

8. The employment contract of an occupational safety and health representative cannot be terminated due to grounds related to the occupational safety and health representative's person without the consent of a majority of employees as referred to in chapter 7, section 10, subsection 1 of the Employment Contracts Act.

This is investigated by the signatory organisation of the occupational safety and health representative or, if the occupational safety and health representative is not a member of any of the organisations, the request is made to all the signatory organisations representing the employees.

9. An occupational safety and health representative's employment relationship may not be cancelled contrary to the Employment Contracts Act.

When assessing the grounds for cancelling an occupational safety and health representative's employment contract, the occupational safety and health representative may not be placed in a position inferior to other employees.

10. In the event that the employment contract of an occupational safety and health representative is cancelled and the occupational safety and health representative contests the cancellation, the employer pays an amount equal to the salary for one month, provided that the relevant proceedings are instituted within four weeks of the cancellation of the employment contract.

Section 4 Time use of the occupational safety and health representative

1. An employer must exempt an occupational safety and health representative of their regular tasks for the purpose of carrying out the duties of occupational safety and health representative for such a reasonable amount of time which the occupational safety and health representative needs to carry out said duties, unless a valid reason temporarily prevents such exemption.

A determination of the time for which an occupational safety and health representative must be exempted from their work must account for:

- the number of employees they represent,
- the workplace's geographic extent,
- the number of the workplaces involved and the nature of the work carried out in them,
- factors impacting the amount of the occupational safety and health representative's duties attributable to the organisation of work as well as
- other risk, hazard and workload factors referred to in the Occupational Safety and Health Act impacting employees' safety and their physical and mental health.

The time use of the occupational safety and health representative is agreed in accordance with section 2(7). Unless otherwise agreed on the use of time by the occupational safety and health representative, the employer must, taking into account the factors described above, exempt the occupational safety and health representative from regular work duties for the purpose of performing the duties of occupational safety and health representative, at least in accordance with the table below, unless substantial adverse effects on the production or the activities of the employer temporarily prevent the exemption.

Number of employees represented	Average exemption of the occupational safety and health representative, hours per six weeks
10–25	6 hours
26–50	8 hours
51–100	12 hours
101–149	18 hours
150–299	30 hours
300–499	60 hours
500–799	80 hours
800–999	100 hours
1,000–	120 hours

Application instructions: If the occupational safety and health representative acts as the chief occupational safety and health representative, as referred to in section 2(3), the time use is determined as specified in subsection 2.

The employer and the occupational safety and health representative agree on when the aforementioned exemption from work is granted. In this context, the parties account for the company's operational preconditions and the possibility for performing the occupational safety and health representative's duties in the appropriate manner.

If the occupational safety and health representative acts as the chief occupational safety and health representative, as referred to in section 2(3), the parties take this into account, where appropriate, as an additional factor in assessing and agreeing on the amount of the exemption at work.

Unless otherwise agreed on the use of time by the chief occupational safety and health representative, the employer must, taking into account the factors described above, exempt the chief occupational safety and health representative from regular work duties for the purpose of performing the duties of chief occupational safety and health representative, at least in accordance with the table below, unless substantial adverse effects on the production or the activities of the employer temporarily prevent the exemption.

Number of employees represented	Average exemption of the occupational safety and health representative, hours per six weeks
100–149	20 hours
150–299	40 hours
300–499	80 hours
500–799	100 hours
800–949	140 hours
950	Fully exempt from work

The employer and the chief occupational safety and health representative agree on when the aforementioned exemption from work is granted. In this context, the parties account for the company's operational preconditions and the possibility for performing the chief occupational safety and health representative's duties in the appropriate manner.

Section 5 Compensation of occupational safety and health representative

Compensation of occupational safety and health representative as of *1 September 2023*:

Number of employees represented	€ per month
10–19	*19*
20–29	*29*
30–100	*47*
101–200	*67*
201–300	*87*
301–	*107*

Helsinki, *8 June 2023*
Signatory organisations

Association protocol to the collective agreement for the private social services sector

between the Finnish Association of Private Care Providers and Trade Union of Education (OAJ)

Section 1 Scope of the agreement

This agreement agrees on the terms of the service relationships of day-care centre managers, early childhood education teachers and special needs teachers who meet the qualification criteria and work in private day-care centres in the employment of the Finnish Association of Private Care Providers' member employers.

Section 2 Terms of the employment relationship

The aforementioned employees are subject to the collective agreement for the private social services sector, with the following specifications.

Section 3 Planning of working hours at day-care centres

A sufficient portion of time of the working hours of an employee meeting the qualification criteria referred to above (38 hours 20 minutes per week) is spent, in accordance with the instructions of the day-care centre in question, on the planning of early childhood education's and preschool education's educational work, assessment and development tasks as well as the preparation of preschool and early childhood education plans, parent-teacher conferences, meeting parents, the joint planning of activities, other planning and preparation of operations as well as on house calls.

It is generally deemed that roughly 13 per cent of the working hours of the teaching and educational personnel referred to in section 1 are

spent on the planning of early childhood education's and preschool education's educational work, assessment and development tasks as well as the preparation of preschool and early childhood education plans. This is accounted for when planning the use of working hours and work shift schedules in day-care centres.

This planning, assessment and development work is carried out in accordance with the day-care centre's instructions as the individual work of a *teaching and* educational staff member as referred to in section 1 and partly as team and expert cooperation, accounting for early childhood education legislation and the fundaments of the early childhood education plan.

Part of the working hours may be spent outside the workplace as per the *day-care centre manager's* more detailed instructions.

The manager of a day-care centre involved in the teaching and education of groups of children must account for the time required for the management of the day-care centre and supervisory work when planning the use of their working hours.

Work deemed as overtime must be carried out primarily at the workplace and the time spent on it or the amount of work done must be accounted for reliably; in addition, overtime is subject to the employer's order.

Section 4 Extra days off

A person meeting the qualification criteria and working in the tasks of the manager of a day-care centre, early childhood education teacher or special needs teacher, whose right to annual holiday does not exceed the right to annual holiday pursuant to the collective agreement, is granted one extra day off every year for each such two holiday credit months which include at least 14 days at work or annual holidays. The maximum number of extra days off granted per year, however, is five.

The start date for the credit period for the extra days off is determined by the employer. The credit period can accord either with the year of operation 1 August–31 July, the holiday credit year 1 April–31 March or the calendar year.

What is important is that the same credit period is applied to all employees. An employee who has worked in the relevant job for at least a year by the end of the credit period is granted five extra days off.

With the exception of annual holidays, other absences from work are not considered equal to days at work when calculating the aforementioned right to days off.

> **Example:**
> If the employee came to their position on 1 December of the previous calendar year, they have earned three extra days off as referred to in this agreement by 30 June. The days off may be granted as soon as they have been earned.

Regarding part-time employees, the extra days off accumulate in a proportion equal to the employee's working hours in proportion to regular, full-time working hours. The extra days off accumulated by a part-time employee are rounded up to the nearest full day in accordance with the rounding-off instructions. When entering days off in a work shift schedule in advance, the regular working hours shorten in terms of each extra day off by 7 hours 40 minutes. In terms of days off agreed on after the work shift schedule has been drawn up, the working hours shorten according to the working hours entered for the day off.

The period during which the extra days off are given is decided by the employer, usually on the basis of a proposal made by the employee. The employer must nevertheless ensure that the days off are given. In employment relationships valid until further notice, the days off are usually granted after the credit period.

If days off are given prior to the end of the credit period, their number may not exceed the number of days off accumulated by then. Days off can be given one or more days at a time, depending on the employer's discretion. Days off not received are not compensated for in money. If the days off are not given due to the end of the employment relationship, for example, the employee is not entitled to compensation in money.

Section 5 Right to select a shop steward of the Trade Union for Education (OAJ) at day-care centres

The members of OAJ have the right to select a shop steward, with the rights and obligations specified in the collective agreement on shop stewards, to represent the teaching and educational personnel of a private day-care centre within the scope of application of this association protocol. This right does not diminish the right of the signatory organisations to select shop stewards in day-care centres in accordance with the collective agreement on shop stewards.

Section 6 Working party

A joint working party of the Finnish Association of Private Care Providers and the Trade Union of Education (OAJ) will examine, during the term of the collective agreement and, if possible, by the end of *2024*, the possible effects that the transfer of the collective agreement of the municipal sector's early childhood education teachers may have on the terms of their employment relationships and the implementation schedule of such effects.

Once the results of this examination are ready, the possible impact that the changes in the municipal sector will have on the content of the association protocol of the next collective agreement concerning the private social services sector's early childhood education teachers will be negotiated.

Section 7 Good labour relations obligation

All industrial actions concerning an individual provision of this agreement or this agreement in full or are prohibited.

Section 8 Validity

The validity of this agreement begins on *1 May 2023* and is determined in accordance with the collective agreement for the private social services sector.

Helsinki, *12 June 2023*

Finnish Association of Private Care Providers
Trade Union of Education (OAJ)

Protocol on compensation for travel expenses and working hours in the private social services sector in situations where the employee has several work locations

1. The general principles concerning the reimbursement of travel expenses are determined in accordance with section 17 of the collective agreement for the private social services sector, pursuant either to the State Travel Regulations or the tax administration's decision.

2. If the determination of one fixed work location as the workplace is not justifiable, the workplace can be agreed to cover an area within which the work is normally carried out. In accordance with the travel policy applied, the right to daily allowance or a meal allowance is born only from business trips that extend outside the agreed area of work.

3. When agreeing on the area of work, the employee must nevertheless be defined a place equivalent to a fixed workplace as referred to in the travel policy. This can, for instance, be the location from which the employee picks up work orders or a location where the employee frequently works.

4. The employee's round-trip commute from home to the first work location and from the last location to home is compensated for, pursuant to the travel policy, insofar as the costs exceed the round-trip travel expenses between home and a fixed work location.

5. Travel expenses between work locations during a workday will be compensated for in accordance with the travel policy. Such transitions during the working day, made with the agreed vehicle/transport by the fastest route, are counted as working hours.

6. This protocol is complied with as of the date of its signature in a manner equivalent to the valid collective agreement, and the determinations of workplaces pursuant to this protocol must be made without undue delay.

Helsinki, *8 June 2023*
Signatory organisations

Protocol on the application of the collective agreement for the private social services sector when substituting for a family carer

The signatory organisations note that the family carer of a senior citizen, disabled or ill person cared for at home is, pursuant to section 27 a of the Social Welfare Act and the decree on subsidising dependent care, entitled to occasional days off. Such cases require the arrangement of substitutes.

If the substitutes are arranged by an employer complying with the collective agreement for the private social services sector, the normal starting point is to apply the industry's collective agreement to the substitute carer. However, periods of substitution can lead to a situation where strict compliance with the working hours regulations of the collective agreement in terms of the substitute carer becomes unreasonable with regard to the person to be cared for and/or the employee acting as the substitute carer. This is especially true in substitution periods that last longer than a normal shift, in which the continuous change of substitute carers over a single weekend, for example, is not functional with regard to the person who needs care and/or the employee's long commute.

The signatory organisations note that in longer-duration substitutions of a family carer that take place at the home of the person cared for, the substitute carer and their employer may agree on certain exceptional arrangements to working hours and the compensation for

working hours. The objective is an agreed arrangement which could be considered reasonable from the perspective of both the person cared for and the substitute carer.

The possibility for such agreements is only applicable to situations in which the employee spends the night at the home of the person cared for.

The exceptions can be as follows:

1. The length of a shift can be agreed on in derogation of section 6 of the collective agreement, as long as the regular working hours are adjusted to accord with the collective agreement over a maximum reference period of six weeks. In accordance with the procedures on local agreements, the length of the reference period can, for exceptional reasons, be agreed to comprise a maximum of two six-week periods or four three-week periods.

2. The level of the night increment can be agreed to be lower than the night increment pursuant to section 14 of the collective agreement. The lower-than-normal night increment can be agreed to be applicable only to the hours (of which there are a maximum of 6 hours per night) during which the employee has the right and the possibility to sleep, and during which time, according to family carer's knowledge, it is only very seldom necessary to wake up to help the person cared for. Therefore, a normal night increment pursuant to the collective agreement – which is 40% of the basic hourly salary – is paid for at least the hours between 9:00 p.m. and 12 (midnight).

   The entire time during which the employee is, according to the work shift schedule, obligated to stay at the home of the person cared for, is counted as working hours.

   The agreement's entry into force requires it to be sent to the relevant parties to the collective agreement. This allows said parties to contest the agreement if it has been made contrary to principles explained in the previous paragraphs. The unions and federations will monitor the situation for the duration of the term of the agreement and provide application instructions when necessary.

Helsinki, *8 June 2023*
Signatory organisations

Protocol on the application of the collective agreement for the private social services sector to the personal assistants of disabled persons

The signatory organisations note that the collective agreement for the private social services sector must be applied when a company, organisation, foundation or an equivalent operator provides personal assistant services for the disabled pursuant to the Disabled Services Act.

Wages

The work of personal assistants is subject to the pay agreement and pay grouping of the social services sector. The work of a personal assistant falls primarily under pay group A, B or C, depending on the competence, training and independence required by the job, in accordance with the grouping requirements laid down in the pay agreement of the collective agreement.

This protocol aims to clarify the application of the collective agreement's key working hours regulations and allow for agreements on exceptionally long shifts.

Form of working hours

Based on the nature of the work, personal assistance is subject to period-based working hours as referred to in section 6(4) of the collective agreement.

Use of work shift schedules

A work shift schedule of the work shifts is prepared in advance for the reference period. This work shift schedule must be made available to the assistant no later than a week before the schedule becomes applicable.

If the employer and employee have agreed that the assistant's working hours vary according to the work situation, the shifts which are known at the time the work shift schedule is prepared are entered in it. Additional shifts can be agreed on after this. According to Chapter 2, section 5 of the Employment Contracts Act, when an employer needs additional workers for tasks suitable for the employer's part-time employees, the employer must offer these jobs to the part-time employees.

The length of the reference period is a single work shift schedule – i.e. 3–6 weeks – unless there is a local agreement, pursuant to section 6 a of the collective agreement, on a reference period the length of which covers several work shift schedules. The signatory organisations recommend that work shift schedules be prepared for either 3 or 6 weeks.

Counting hours towards working hours

The entire time during which the assistant is, during the work shift schedule or after the schedule's completion, in accordance with the agreed shifts, obligated to stay with the assisted person, is counted as working hours. However, in trip, camp and travel situations pursuant to section 6(15) of the collective agreement, and in equivalent circumstances, the possibilities for agreement provided in the section can be applied.

Change or cancellation of a shift

If a shift entered in the work shift schedule cannot be realised due to an unforeseen reason (such as the customer postponing or cancelling the planned shift), the employer should aim to agree on the change to the work shift schedule with the assistant, in accordance with section 6(8) of the collective agreement. If the employer and assistant fail to reach an agreement over the change, the employer can give an order on the change to the work shift schedule in accordance with said section.

If the change or cancellation of the shift occurs on the basis of the employer's order, the assistant is entitled to receive their basic pay for at least the hours pursuant to the planned work shift schedule. Hourly increments (evening, night, Saturday and Sunday increments) are paid according to the times of the hours worked.

> **Application instructions:** The employer and employee will aim to agree on a new time for a cancelled shift. The employer must apply its ultimate authority in terms of the time, offering various alternatives. An employee may remain without pay due to an unforeseen change in shifts in the event that the employee turns down all new times possible and suitable from the employer's point of view.
>
> If the shift is cancelled by the employer, the new shift offered in lieu of the cancelled one must be given at the same time the cancellation is made. The effected change must concern the same work shift schedule from which the original shift is cancelled. If a new shift cannot be offered in lieu of the cancelled one, the cancelled shift is subject to pay in accordance with the protocol.

Agreeing on exceptionally long shifts

The personal assistance provided to disabled persons involves situations in which strict adherence to the collective agreement's working hours regulations would make the functional arrangement of assisting activities considerably more difficult.

In relation to situations in which there is a need for assistance for a longer period of time, the assistant and their employer can agree on exceptional arrangements to working hours. The objective is an agreed arrangement which can be considered reasonable from the perspective of both the assisted person and the assistant. The exception can be of the following kind:

> The length of a shift can be agreed on in derogation of section 6 of the collective agreement, as long as the regular working hours are adjusted to accord with the collective agreement over the applied reference period.

The signatory organisations recommend that the agreement concerning exceptionally long shifts be sent to the parties to the collective agreement whose members the agreement concerns. The unions will monitor the situation and provide application instructions when necessary.

Entry into force of this protocol

This protocol supplementing the collective agreement for the private social services sector enters into force as of the date of its signature and will remain valid in the same manner as the collective agreement.

Helsinki, *8 June 2023*
Signatory organisations

Protocol on the reform of the collective agreement for the private social services sector

The signatory organisations have agreed on the reform of the collective agreement for the private social services sector as follows:

Collective agreement for the private social services sector
1 May 2023–31 December 2025

Amendments to the collective agreement valid from 1 April 2020 to 30 April 2022 are *italicised*.

1. Validity of the agreement

The agreement term is 32 months from 1 May 2023 to 31 December 2025.

2. Pay rises

year 2023

1 September 2023 *General and scheduled pay rise of 3.6%*

1 September 2023 *Minimum scheduled pay is increased in all six grade groups.*

Minimum scheduled pay increases in all service increment steps by 1.9% in pay groups A–B and by 2.2% in pay groups C–F.

On average, the pay-increasing cost effect of the minimum level increase in the sector is 1.56%.

year 2024

May

In early childhood education, a one-time amount of €470 is paid to the employee in connection with the normal payday for May 2024.

The payment of the one-time amount is subject to the employment relationship's continuous employment relationship having began on or before 1 February 2024 and that they are employed and in the scope of the payment of wages at the time of payment.

The one-time amount will not be paid if the employee has given notice before the time of payment of the one-time amount, except in the case of retiring.

The one-time amount will be paid to those on family leave if the other conditions are met, regardless of whether they are in the scope of the payment of wages.

The one-time amount will be paid during absence due to sickness if the other conditions are met, regardless of whether the employee is in the scope of the payment of wages, provided that the absence due to sickness has begun after 1 February 2024.

If the other conditions are met, the amount paid to a part-time employee is reduced pro rata to the agreed working hours and full working hours in accordance with the employment contract in force on 2 May 2024. An employee working varying working hours is paid the one-time amount based on the actual hours worked (the reference period is 6 months, or if the employment relationship is shorter than this, the full term of the employment relationship).

Short-term interruptions as referred to in chapter 1, section 5 of the Employment Contracts Act are taken into consideration in assessing the continuity of the employment relationship.

June

In sectors included in the scope of the collective agreement other than early childhood education, a one-time amount of €470 is paid to the employee in connection with the normal payday for June 2024. The payment of the one-time amount is subject to the employment

relationship's continuous employment relationship having began on or before 1 March 2024 and that they are employed and in the scope of the payment of wages at the time of payment.

The one-time amount will not be paid if the employee has given notice before the time of payment of the one-time amount, except in the case of retiring.

The one-time amount will be paid to those on family leave if the other conditions are met, regardless of whether they are in the scope of the payment of wages.

The one-time amount will be paid during absence due to sickness if the other conditions are met, regardless of whether the employee is in the scope of the payment of wages, provided that the absence due to sickness has begun after 1 March 2024.

If the other conditions are met, the amount paid to a part-time employee is reduced pro rata to the agreed working hours and full working hours in accordance with the employment contract in force on 3 June 2024.

An employee working varying working hours is paid the one-time amount based on the actual hours worked (the reference period is 6 months, or if the employment relationship is shorter than this, the full term of the employment relationship).

Short-term interruptions as referred to in chapter 1, section 5 of the Employment Contracts Act are taken into consideration in assessing the continuity of the employment relationship.

The cost effect of the one-time amounts of May and June 2024 in the sector is 1.3%.

1 August 2024 General and scheduled pay rise of 2.4%

1 August 2024 Minimum scheduled pay is increased in all six grade groups.

Minimum scheduled pay increases in all service increment steps by 1.6% in pay groups A–B and by 1.8% in pay groups C–F.

On average, the pay-increasing cost effect of the minimum level increase in the sector is 1.47%.

year 2025

May
In early childhood education, a one-time amount of €150 is paid to the employee in connection with the normal payday for May 2025 as an "early childhood education retention item". The amount will be paid under the same conditions as the early childhood education one-time item of May 2024 with dates in 2025.

1 August 2025 *General and scheduled pay rise of 1.0%*

1 August 2025 *Minimum scheduled pay is increased in all six grade groups.*

Minimum scheduled pay increases in all service increment steps by 1% in pay groups A–B and by 1.2% in pay groups C–F.

On average, the pay-increasing cost effect of the minimum level increase in the sector is 1.04%.

1 August 2025 *In other sectors included in the scope of the collective agreement than early childhood education, a local "wellbeing services county retention item" of 0.7% will be distributed in accordance with the instructions for dividing the local item.*

In total, the cumulative pay rise effect of this pay rise solution over the agreement term of 2 years 8 months is 13.52% in the social services sector.

In early childhood education, the cumulative pay rise effect is 13.17%. Early childhood education accounts for 8.3% of the total number of employees in the sector covered by the collective agreement.

The combined rise effect in the social services sector without accumulation is 13.07% and in early childhood education 12.78%.

The increases in the minimum level may lead to a situation where the

pay component paid to an employee monthly in addition to the minimum scheduled pay may reduce, unless it is a task-specific increment pursuant to section 3.2 of the collective agreement's pay agreement or a personal qualifications increment pursuant to section 3.4 of the pay agreement of the collective agreement.

A euro-denominated increment agreed on separately in an employment contract to be paid in addition to a previous minimum scheduled pay cannot be reduced, unless it is an increment attributable to a change of collective agreement (transition increment) or an increment agreed on in connection to a reducing minimum level raise.

These increments pursuant to sections 3.2 and 3.4 or agreed on separately in an employment contract are retained in the aforementioned manner in addition to the raised minimum level. (The euro denomination of euro-denominated increments is retained and the percentage of increments agreed on terms of percentages retained.)

Application instructions: Survival of availability increment or equivalent in conjunction with the minimum level increases of the collective agreement

The parties consider it important that employers can grant pay rises exceeding the minimum requirements of the collective agreement through availability increments or equivalent, for example, in order to strengthen the appeal and retention of the sector.

The parties do not wish to prevent availability increments in accordance with their appropriate purpose and content through the collective agreement.

Thus, what has been agreed upon or expressed with regard to availability increments being fixed-term or possibly reducing when the availability increment was granted will be followed in connection with the minimum level increases.

If the availability increment or equivalent was agreed or declared to end or reduce in connection with minimum level increases or other situations in which wages increase above the general rise, the employer may, at its discretion, reduce the availability increment in conjunction with the minimum level increase up to the amount of the minimum level increase.

3. Shop steward compensation and compensation of occupational safety and health representatives

The compensation paid to shop stewards, chief shop stewards and occupational safety and health representatives are raised *as of 1 September 2023 by 13%*.

Shop steward compensation as of *1 September 2023*:

Number of employees represented	€ per month
2–4	*28*
5–25	*55*
26–50	*64*
51–100	*77*
101–200	*96*
201–300	*144*
301–	*170*

Chief shop steward compensation: *As of 1 September 2023 €121*.

Compensation of occupational safety and health representative as of *1 September 2023*:

Number of employees represented	€ per month
10–19	*19*
20–29	*29*
30–100	*47*
101–200	*67*
201–300	*87*
301–	*107*

4. Textual changes

Collective agreement:

Section 6 8. Use of work shift schedules

Provision unchanged, but application instructions added.

Application instruction 1: *When agreeing on an extra work shift or extending a work shift with a full-time employee at the initiative of the employer, this constitutes overtime if the overtime limits pursuant to the collective agreement are exceeded. On the other hand, if it is agreed in mutual understanding with the employee on how the corresponding shortening of working hours will be realised during the reference period, this constitutes a change of work shift schedule.*

(Flexitime and flexible working time arrangements are subject to separate principles on realising changes under the Working Hours Act)

Application instruction 2: *In a weighty unforeseen situation involving changes, a change of work shift made unilaterally by the employer cannot concern a work shift that has already begun.*

Section 15 Standby and emergency compensation

The levels of emergency compensation are increased by 13% as of 1 September 2023

The normal amount of the emergency compensation is €*28*. However, if the employee must leave for work immediately after the emergency call, the amount of the compensation is €*40*. If the call to work means that the employee's shift entered in the work shift schedule begins at most an hour earlier, the amount of the emergency compensation is €*16*.

The obligation to pay an emergency compensation is not applicable to offering additional work to part-time employees who are called to work when necessary.

Section 16 Language increment

The levels of language increment are increased by 13% as of 1 September 2023

1. If the employer expects the employee to be fluent in a language other than Finnish or Swedish or to master sign language, the employer pays a language increment in the amount of €*25–51* per month depending on the language skill and the need to use the language, or takes the required language skills otherwise into account in the salary, on a level at least equal to the aforementioned. The language increment should not be paid if the work, due to its nature, requires fluency in a foreign language.

Section 18 5. Annual holiday

Without a separate agreement, the four-week summer holiday or one-week winter holiday can be divided into several parts according to this application instruction only in very exceptional situations where the provision of the service cannot be guaranteed by substitute arrangements or other measures.

Application instructions: *Dividing the holidays without agreement additionally requires that any particularly exceptional need for dividing the holidays has been reviewed in advance with justifications with the shop steward and each employee, or in the absence of a shop steward, together with the employees and with each employee.*

In addition, the principles of subsection 3 concerning listening to the wishes of the employees and, where possible, taking them into consideration and equality in the placement of holidays.

Procedures for local agreement

Section 2

The negotiating and contracting parties can consist of the employer bound by the collective agreement and the shop steward or, in the absence of a shop steward, the employees together or a representative elected by them as well as a registered, company-specific employees' association or equivalent.

If one of the signatory organisations has a shop steward, employees belonging to the other signatory organisations can authorise this shop steward to also represent them or elect their own representative/representatives from among their number.

At the beginning of the negotiations, it is established who are the negotiators and which parties they represent.

Pay agreement

Section 5 Part-time employees

The monthly salary of a part-time employee with a monthly salary is determined in proportion to the weekly working hours agreed with the employee and the maximum weekly working hours applicable to equivalent work pursuant to the collective agreement.

Protocol entry: *The pay of an employee who was in the scope of the increased part-time monthly salary for an employee working less than 19 hours per week of the previous collective agreement cannot decrease, even though the provision concerned has been omitted from the collective agreement.*

5. Scope of application of the collective agreement and early childhood education

The parties to the collective agreement note that the collective agreement for the private social services sector has, throughout its existence, been applied to private day-care centres in addition to other social services. The transition of early childhood education from the administrative sector of the Ministry of Social Affairs and Health to the administrative sector of the Ministry of Education and Culture as of 1 January 2013 does not entail changes to the scope of application of the social services sector's collective agreement; rather, the collective agreement will continue to applicable to private day-care centres, too.

6. Projects and working parties

1. Project to develop the appeal and retention of the private social services sector

Background of the project

The negotiating parties have jointly established that based on the information available, there are differences in average earnings between the private social services sector and municipalities and wellbeing services counties. In many professions, the level of pay in municipalities and wellbeing services counties exceeds the wages paid in the private social services sector.

The negotiating parties acknowledge appeal and retention factors in the private social services sector underlying which there is, among other things, the pay difference between the private and public sectors. In order to narrow down the unjustified wage differences between employees working in similar duties in the private and public sectors, the negotiating parties have agreed on the following development project. With the development project, the parties will ensure incentivising and competitive wages for the private social services sector using the means available and develop other appeal and retention factors to ensure skilled labour.

Survey and situation picture of the situation of the sector

Early in the development project, the following factors will be investigated according to the schedule and scope decided on by the parties:

- *scale of wage differences between the private and public social and early childhood education sectors*
- *reasons and grounds of the wage differences*
- *financial situation of the sector, wage payment ability and factors influencing productivity*
- *customer service needs*
- *migration of employees between sectors*
- *share of employees who have left the sector*
- *working conditions in the sector (explanation of the definition) and well-being at work (well-being at work working party of the collective agreement will report to the project)*
- *factors influencing appeal and retention in both sectors*

Strategic intent

During the following rounds of negotiations, the negotiating parties will assess the wage solutions of the public sector (health and social services reform agreement of the wellbeing services counties and municipal agreements) and their impacts and consider the wage solutions of the public sector when negotiating on the wage solutions of the private social services sector. The negotiating parties aim to narrow down the gap of unjustified wage difference between the private and public sectors, considering the financial situation of companies in the sector and the special characteristics of the sector.

In subsequent negotiating solutions, measures to allocate wage increases pursuant to the objectives of the project will be made as agreed upon by the negotiating parties. The aim is to allocate the increases appropriately in particular to the minimum wages in which the wage difference is the highest.

As part of the project, the negotiating parties aim to promote the availability of skilled workforce, as mutually agreed, for example with partners and educational institutions. Joint measures aim to increase awareness of work in the sector and the diverse opportunities provided by the sector.

One of the tasks of the working party is to survey ways to develop the negotiating culture and collective agreement activities. In the working party, the parties will discuss new ways of collective agreement activities to serve the members in the continuously changing operating environment.

Working party on well-being at work

The working party on well-being at work pursuant to the collective agreement will continue its work in accordance with the entry on the working party and report to the development project.

Statistics working party

As part of the project and to support it, there is a temporary statistics working party tasked with investigating wage differences in the job-specific wages/fixed monthly salaries of municipalities and wellbeing services counties during the development project. The statistics working party has access to the private social services sector wage statistics and, where possible, the corresponding wage statistics of the wellbeing and municipal sectors. Where possible, the statistics working party will use data on job-specific wages paid in the private social services sector (i.e. service increments, personal and job-specific increments and other such items must be separated from actual regular monthly salary, for example).

Any required amendments to the pay agreement

The pay agreement reform working party will investigate the impact of the development programme on the pay agreement of the collective agreement.

It is the aim of the negotiating parties to drive the system of remuneration in the sector to be up-to-date, appropriate and incentivising, as well as to increase the appeal and retention power of the sector through separately agreed measures.

Validity

The implementation of the project will commence on 1 September 2023. At the end of each agreement term, the negotiating parties will review the progress of the project objectives and assess the need for further measures.

Working parties

1. Renewal of the guide on healthy and productive working hours ("Terveet ja tulokselliset työajat") and surveying who are covered by the emergency money *(the current working party will continue).*

2. Working party on well-being at work

   A. The parties to the agreement support, monitor and evaluate the progress of well-being at work. The working party examines the improvement of the quality of working life, productivity and well-being at work, as well as the functioning of the cooperation and occupational health and safety cooperation.

   The Finnish Centre for Occupational Safety provides background information for the development and maintenance of safe and healthy working conditions and for effective occupational safety and health. The working party works to ensure that workplaces and work communities would have sufficient information and capacity to draw up local measures to promote the well-being of employees at work, to support coping at work and to extend careers.

   (The current working party will continue and report to the appeal and retention project of the parties)

   B. The themes travel time and the principles of remote work, rest periods (break rooms and quick eating) *and investigating whether it is possible to enter travel between customer sites in multi-location work in the work shift schedule and how the travel can be taken into account in work shift planning* are included in the work of the working party as sub-themes.

3. A working party that investigates protective clothing in accordance with section 25 of the collective agreement. *(the current working party will continue)*

4. *The working party will investigate the possibility of clarifying the annual holiday pay measured in per cents schedules of section 18 (8) in a cost-neutral manner and the possible application schedule of such an amendment.*

7. Principle of continuous negotiation

The parties comply with the principles of continuous negotiation in their mutual relations.

Helsinki, 8 June 2023

Finnish Association of Private Care Providers
Sosiaali- ja terveysalan neuvottelujärjestö Sote ry
Trade Union for the Public and Welfare Sectors JHL
Union of Professional Social Workers Talentia
Sosiaalipalvelualan allianssi Salli ry

Application instructions for allocating the local item of 1 August 2025 in the private social services sector

1. *What is allocated:*

0.7% of the payroll of the employer's personnel included in the scope of the collective agreement for regular working hours for March 2025.

This payroll will take into account actual regular wages, but not overtime or variable hourly increments, such as evening, night, Saturday and Sunday increments. Wages paid for paid absence, such as annual holiday or sick leave, will be taken into consideration without hourly increments. Correspondingly, the wages of replacements of employees on paid absence are not taken into consideration. Holiday bonuses are not taken into consideration.

2. *Who will negotiate:*

The negotiations will take place at the group, company or work unit level. The employer decides on the level of the negotiations. The negotiating parties are the employer's representative and the shop steward/ shop stewards. In the absence of a shop steward, the employees will elect a representative/representatives from among their number. If one of the signatory organisations has a shop steward, employees belonging to the other signatory organisations can authorise this shop steward to also represent them or elect their own representative/representatives from among their number. Shop steward herein also refers to the chief shop steward.

In a small working community, the negotiations can also be had in a joint meeting with the entire personnel without separately elected representatives.

At the beginning of the negotiations, it is established who are the negotiators and which parties they represent.

3. What is negotiated on and how is the allocation carried out:

The negotiations aim at a mutual understanding of the allocation according to which the item of 0.7% will be distributed.

The aims include maintaining the wage competitiveness of the sector, developing local incentive schemes, supporting any rearrangement of tasks and rectifying local wage-related grievances. At the same time, it is seen to that the remuneration of those in a supervisory position is in a correct proportion to the wages of their subordinates.

Within the framework of these aims, the allocation grounds are based on either

1. *job grade or*
2. *availability of labour.*

1. *In allocating the item based on job grade (local agreement pay agreement section 1 (3.2)), the pay rises will be allocated to jobs in which a pay rise is considered to be justified in relation to the level of wages paid. The grounds can include:*

- *particularly demanding nature of the job*
- *accountability of the job*
- *extensive nature of the job*
- *required special training or experience*
- *special tasks outside normal duties*
- *specified functional special responsibility (for example, special care, safety, technical, financial, educational, guidance or orientation responsibility)*
- *particular impact of the job*

Note: In accordance with section 1 (3.2) of the collective agreement pay agreement, in certain situations, there is an obligation to pay a wage higher than the minimum pay grade of the pay group. The locally

allocated item should not be used for fulfilling this normal obligation under the collective agreement but for discretionary allocations exceeding this.

2. *In allocating the item based on labour availability (local agreement pay agreement section 1 (5)), the pay rises will be allocated to jobs in which a pay rise is considered to be justified in relation to the level of wages paid. The grounds can include:*

   Maintaining the wage competitiveness of work (attracting and retaining qualified and trained personnel), especially in those professions/tasks in a specific wellbeing services county or location or unit with special challenges with the availability of labour.

   The item can therefore be allocated at different amounts in different wellbeing services counties or locations or units in a company's or group's same or different positions.

3. *If allocating the item to specific tasks or employees is not considered to be justified, the item can also be distributed to everyone as a 0.7% availability increment or part of the item can be distributed to everyone at a flat rate and allocate only part of the item.*

   The agreement on the allocation of the item must be made in writing (see section 8.9 of the agreement template).

4. *If no mutual understanding is reached:*

The local negotiations should be held so as to actively pursue a mutual understanding of the allocation of the item. Before the negotiations, the employer must not make a decision on the allocation of the item. The negotiations will initially be based on the proposals of the negotiating parties, which may change or be supplemented as the outcome of the negotiations.

However, if no mutual understanding between the negotiating parties is reached with regard to the allocation of the item, the employer decides on the allocation of the item in accordance with the principles of these application instructions.

In this case, the employer's representative will, without undue delay,

provide the employees' negotiators with a written account based on which it can be reliably established that the whole 0.7% item has been distributed (such an account could be a comparison of the actual regular payroll for March and August 2025, for example), and the distribution bases used.

5. When to negotiate:

The negotiations will be held so that the pay rises can be implemented in connection with the payment of wages of August 2025. The negotiations must be held so that both parties have sufficient time to review the grounds for the proposed allocations with the aim of a mutual understanding of the allocation principles.

If it is locally agreed, such as to ensure sufficient time for negotiations, the implementation of the local item can be postponed. In this case, however, the increases must be paid retroactively as of 1 August 2025. In this case, the hourly increments paid on the basis of the retroactively increased fixed wages will also be retroactively increased as of 1 August 2025.

If an employer has not negotiated on and distributed the local item by 1 October 2025 and has not locally agreed on postponing its implementation, the 0.7% item must be distributed to all employees as a general increase of 0.7% retroactively as of 1 August 2025.

6. Method of payment of increases:

The pay rises will be paid based on the job grade or availability of labour as an increment valid until further notice as of 1 August 2025.

In accordance with the principles of section 3 of the transitional provisions of the collective agreement pay agreement, a job grade-based increment will also survive when the employee reaches a new service increment step and in situations in which scheduled pay increases more than the general increase.

An availability increment agreed through this local item that is intended to be permanent will also survive when the employee reaches a new service increment step and in situations in which scheduled pay increases more than the general increase.

In connection with the normal general increase of the collective agreement, a job grade or labour availability-based increment will be increased in the same way as the employee's other regular earnings. The increment is part of the employee's fixed monthly earnings, so it will be taken into consideration in calculating hourly increments (evening, night, Saturday, Sunday, additional work and overtime compensation).

Alternatively, the job grade or labour availability-based increase can be paid by applying a higher G pay grade to the employee.

7. Good practices in distributing local items

- *A good method for reaching a mutual understanding is that the negotiating parties first jointly consider what are the grounds for the job-specific grade increment or availability increment on which the allocation will be based. Once a joint understanding regarding these has been achieved, usually also the final allocation to specific tasks can be done in mutual understanding, and when used, the employer can allocate the agreed portion on the agreed grounds.*
- *A local agreement can promote the positive cooperation of the employer and employees and the adoption of incentivising systems of remuneration.*
- *The employer provides the employees' representatives with the information required for the negotiation. At the beginning of the negotiation, the necessary advance information refers to the amount of payroll and the number of employees.*
- *The entire personnel will be informed, without compromising the personal pay secrecy of any employee, the grounds based on which the item is distributed.*

8. Example of a local negotiation:

1. *The employer decides on whether to negotiate at the group, company or work unit level. In this example, the negotiation takes place at the company level.*

2. *The signatory organisations are Sote, JHL, Talentia and Salli. The workplace has a shop steward of one signatory organisation. In the personnel meeting, the employees elect their representative/representatives for the negotiation from among their number.*

3. *The negotiation takes place between the HR Director representing the employer, the shop steward and the elected representative/representatives of other employees.*

4. *The scope of the collective agreement includes 40 employees (does not include the employer's representatives pursuant to section 1 of the collective agreement), the fixed monthly salaries for regular working hours and hourly wages paid to employees with hourly wages for March 2025 amounted to €100,000. (does not include overtime or evening, night, Saturday or Sunday increments)*

5. *The item to be allocated is 0.7% x €100,000 = €700*

6. *There is no specific fixed format or minimum duration for the negotiation. The negotiators jointly review their proposals for the allocation of the item with their grounds and find out whether they can establish a joint view approved by all of the parties to the negotiation.*

7. *In the negotiation, it was agreed to allocate the item so that based on labour availability challenges and wage competition, it will be allocated to employees in position Y working in location X as an availability increment of €100. There are 7 employees working such jobs in that location, so the entire local item of €700 was found to be distributed. The agreement was made in writing.*

8. *All employees were informed of the grounds on which the item was allocated.*

9. *Agreement template:*

   - *Subject: Allocation of the local wage increase of 1 August 2025*
   - *Negotiating level: (group, company or work unit level) Company level here.*
   - *Allocated item: (subsections 4 and 5)*
   - *Negotiating result: (subsection 7)*
   - *Time, place and signatures: (persons of subsection 3)*

Helsinki, 7 June 2023
Signatory organisations

PRIVATE SOCIAL SERVICES SECTOR: EMPLOYMENT CONTRACT FORM

1. PARTIES TO THE EMPLOYMENT RELATIONSHIP

Employer	Domicile or registered office
Employee	Personal identity code

The above-mentioned employee undertakes to perform, against remuneration, work for the aforementioned employer under the employer's management and supervision and the following terms and conditions:

2. VALIDITY OF THE EMPLOYMENT CONTRACT

Employment start date

The employment contract is valid

until further notice For a fixed term: _____ until

Until the following specified assignment has been carried out: _____

Grounds for fixed-term employment relationship: _____

3. TRIAL PERIOD

As of the start date of employment relationship, the following shall apply: _____ trial period (A maximum of 6 months, but nevertheless at most one half of a fixed-term employment relationship that is less than 12 months long).

4. WORKING HOURS

General working hours (sections 6(1) and 7 of the collective agreement)	Period-based working hours (sections 6(4) and 7 of the collective agreement)	Office working hours (sections 6(2) and 7 of the collective agreement)
8 hours per day and 38 hours 20 minutes per week / 115 hours per 3 weeks or 230 hours per 6 weeks	115 hours per 3 weeks or 230 hours per 6 weeks	7 hours 40 minutes per day and 37.5 hours per week / 112 hours 30 minutes per 3 weeks or 225 hours per 6 weeks 7 hours 15 minutes per day and 36 hours 15 minutes per week
Other: _____	Other: _____	Other: _____

The work may include evening and weekend work The work may include night work

Miscellaneous: _____

The length of the meal break: _____ It is included in working hours It is not included in working hours

5. TASKS

The employee's tasks at the beginning of the employment relationship/when entering into the employment contract

6. WAGE

Time providing entitlement to service increment at the beginning of the employment relationship/ when entering into the employment contract: _____ year _____ month

At the beginning of the employment relationship/when entering into the employment contract, the employee's wages are determined as follows:

(Pay group, pay grade, other): _____

Amount of pay, including fixed increments (€ per month/hour): _____ Pay period: _____

The final pay will be paid at the end of the employment relationship no later than within two weeks of the end of the employment relationship

7. PLACE OF WORK

(Fixed place/places of work or a particular area/areas):

8. APPLICABLE COLLECTIVE AGREEMENT

The employment relationship is mutually subject to, in terms of pay and other terms of employment, valid legislation, appropriately provided internal instructions and rules, as well as the Collective Agreement for the Private Social Services Sector.

9. OTHER TERMS AND CONDITIONS

10. DATE AND SIGNATURE

Two identical copies of this agreement have been prepared, one for each contracting party.

Place and date: _____

Employer's signature Employee's signature

Alphabetical index

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SuPER

Tehy

Erto

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