

---

# **Collective agreement for travel agencies**

---

22 June 2010 – 30 April 2012

Employers' Association of the Special Branches – ET /  
Association of travel agency employers  
Finnish Transport Workers' Union – AKT/  
Finnish Transport Workers' Union – AKT / Tourism Services Section – MAILI

1. GENERAL REGULATIONS .....	1
Section 1 Scope of the agreement.....	1
Section 2 Direction and assignment of work and the right to organise.....	1
Section 3 Inter-federation agreements .....	1
2. EMPLOYMENT.....	2
Section 4 Conclusion of employment contract and trial period.....	2
Section 5 Temporary employment contract.....	3
Section 6 Induction .....	4
Section 7 Termination of employment .....	4
Section 8 Layoff .....	5
3. WORKING TIME .....	6
Section 9 Hours of work .....	6
Section 10 Additional work and overtime in traditional hours of work.....	8
4. ABSENCES .....	11
Section 11 Sick leave pay .....	11
Section 12 Medical examinations .....	13
Section 13 Special maternity, maternity, paternity, parental and child care leave.....	14
Section 14 Temporary leave of absence .....	15
5. ANNUAL HOLIDAYS, HOLIDAY BONUS AND SAVED LEAVE.....	17
Section 15 Annual holidays .....	17
Section 16 Holiday bonus.....	19
Section 17 Saved leave .....	20
6. OTHER REGULATIONS .....	20
Section 18 Travelling.....	20
Section 19 Group life insurance.....	20
Section 20 Rationalisation measures .....	20
7. SHOP STEWARD AND BARGAINING SYSTEM, INDUSTRIAL PEACE .....	21
Section 21 Shop steward.....	21
Section 22 Labour protection delegate .....	23
Section 23 Meetings at the workplace .....	23
Section 24 Job security of a deputy shop steward .....	24
Section 25 Payment of membership subscriptions .....	24
Section 26 Settlement of disputes.....	24
Section 27 Industrial peace obligation and consequences of breaching the agreement .....	25
Section 28 Validity of agreement and negotiating procedure.....	25
8. PAY AGREEMENT.....	26
Section 1 Scope of the agreement.....	26
Section 2 Salaries.....	26
Section 3 Hourly pay .....	27
Section 4 Daily pay.....	27
Section 5 Regional cost of living classification .....	28
Section 6 Trainees.....	28
Section 7 Vocational training .....	29

Section 8 Wage classification .....	30
Section 9 Wage classification definitions .....	31
Section 10 Temporary transfers .....	36
Section 11 Meal benefit .....	37
Section 12 Commission pay .....	37
Section 13 Validity of agreement and negotiating procedure .....	38
9. WAGE CLASSIFICATION .....	39
10. SALARY SCALES .....	40
11. PROTOCOL ON REVISION OF THE COLLECTIVE AGREEMENT FOR TRAVEL AGENCIES .....	41
12. PROTOCOL ON TRAVELLING REGULATIONS, Appendix 1 .....	46
Section 1 Scope .....	46
Section 2 Contents of a travelling regulation .....	46
Section 3 Official journeys .....	46
Section 4 Study trips .....	47
Section 5 Special assignments .....	47
Section 6 Application of the travelling regulation in individual cases .....	48
Section 7 Validity period .....	48
13. PROTOCOL ON INDIVIDUAL WORKING TIME, Appendix 2 .....	49
Section 1 Purpose of individual working time .....	49
Section 2 Individual working time agreement .....	49
Section 3 Duration of agreement .....	50
Section 4 Working hours .....	50
Section 5 Plan of working hours and shift lists .....	50
Section 6 Remuneration .....	51
Section 7 Additional work and overtime .....	51
Section 8 Bonuses for morning, evening, night and Saturday work .....	52
Section 9 Meals .....	52
Section 10 Effect of days off on individual working time .....	52
Section 11 Other terms and conditions of employment .....	52
Section 12 Local collective bargaining .....	53
Section 13 Validity of protocol .....	53
14. RIGHTS OF SHOP STEWARDS AND LABOUR PROTECTION DELEGATES, Appendix 3 .....	54
Section 14 Information to be provided to a shop steward .....	54
Section 2 Storage facilities .....	55
Section 3 Training .....	55
Section 4 Negotiating procedure .....	55
Section 5 Labour protection delegate and labour protection commission .....	56
15. SAVED LEAVE IN THE TRAVEL AGENCY SECTOR, Appendix 4 .....	57
16. TRAINING AGREEMENT, Appendix 5 .....	61
17. PROTOCOL ON DISTANCE WORKING, Appendix 6 .....	66
18. AGREEMENT ON DISTANCE WORKING, Appendix 7 .....	68
19. EMPLOYMENT CONTRACT, Appendix 8 .....	69
20. AGREEMENT ON INDIVIDUAL WORKING TIME, Appendix 9 .....	70

21. AGREEMENT ON SAVED LEAVE, Appendix 10 ..... 71

22. SCHEME FOR EMPLOYMENT AND FOR EMPLOYEE SECURITY IN ENTERPRISE DOWNSIZING,  
Appendix 11 ..... 72

23. DISTRICT WEIGHTING BY COST OF LIVING ..... 75

# **1. GENERAL REGULATIONS**

## **Section 1 Scope of the agreement**

1. This agreement shall govern the terms and conditions of service of clerical employees working for travel agencies.
2. This agreement shall not apply to members of enterprise management such as Managing Directors, deputy managers, office managers, heads of independent departments or independent office managers, who represent the employer when determining the terms and conditions of employment and remuneration of clerical employees.

### **Minuted Note:**

Independent office managers are defined in the pay agreement.

## **Section 2 Direction and assignment of work and the right to organise**

1. The employer shall be entitled to direct and assign work, and to engage and dismiss clerical employees without regard to whether they are organised.
2. Both sides shall enjoy the unfettered right to organise.

## **Section 3 Inter-federation agreements**

The current EK-SAK national labour and employer confederation agreements shall be observed as part of this collective agreement insofar as their validity has been separately agreed, and the ETL-AKT agreements shall apply except where otherwise stipulated herein. The following agreements are in force as of 21 June 2010:

EK-SAK agreement on co-operation  
EK-SAK agreement on shop stewards  
EK-SAK recommendation on reducing the harm caused by alcohol and narcotics in the workplace  
EK-SAK agreement on improving meals at workplaces

The parties shall arrange the courses referred to in the training agreement by the calendar year in advance.

## **2. EMPLOYMENT**

### **Section 4 Conclusion of employment contract and trial period**

1. The employment contract of a new clerical employee may include a trial period not exceeding four months, during which either party may rescind the employment with immediate effect. The employment shall then expire at the end of the working day when the rescission was announced. In the case of temporary employment for less than eight months the trial period may last for no more than half of the agreed duration of employment.

2. The employment contract shall be concluded in writing.

**Minuted note:**

A model employment contract jointly approved by the signatory organisations is attached to this collective agreement. (Appendix 8)

3. The clerical employee shall comply with the current rules of procedure and standing orders of the enterprise insofar as these do not conflict with statutes or with this agreement. The employer shall explain the rules and regulations to the clerical employee when concluding the employment contract.

4. A new clerical employee shall be advised of the identity of the shop steward for the office or establishment at the time of recruitment.

5. A clerical employee engaged for work of a certain type shall also be obliged to perform other work within the employee's sector where so required.

6. If a clerical employee has agreed to work only at one of the employer's establishments, then any transfer to another establishment of the same employer shall require compliance with the period of notice referred to in this collective agreement unless the employer and the clerical employee otherwise agree.

**Minuted note:**

This subsection shall not apply to temporary transfers not exceeding one week arising from cases of acute illness and equivalent temporary absences.

## **Section 5 Temporary employment contract**

1. No employment contract shall be deemed temporary or concluded in a substitute capacity unless so agreed for a justified reason.

2. A temporary employment contract governed only by a calendar period may only be concluded in special circumstances. The grounds for the fixed period must be specified in the employment contract.

3. The overall need for temporary clerical employees and the main principles governing their use shall be stipulated in the staffing plan of the enterprise.

4. The employment of a temporary clerical employee shall expire without notice at the end of the agreed working period. The clerical employee shall be advised of the end of such employment well in advance.

If the expiry date of temporary employment is not known when concluding the employment contract, then the employer shall endeavour to notify the clerical employee thereof no later than two weeks before the employment ends.

## **Section 6 Induction**

1. A person shall be appointed to be responsible for the induction of a new clerical employee, and the work of the said person shall be arranged to allow for the time required for this induction. The induction period shall be agreed separately in each case.

## **Section 7 Termination of employment**

1. Unless otherwise stipulated in this agreement, termination of employment, layoff and the associated compensations payable shall be governed by the Employment Contracts Act<sup>i</sup>.

2. The employer shall observe the following periods of notice graduated according to length of continuous employment, unless a longer period of notice has been agreed:

- 2 months if the employment has continued for no longer than 5 years,
- 3 months if the employment has continued for longer than 5 years but no longer than 9 years,
- 4 months if the employment has continued for longer than 9 years but no longer than 12 years,
- 5 months if the employment has continued for longer than 12 years but no longer than 15 years, and
- 6 months if the employment has continued for longer than 15 years.

The clerical employee shall observe a one-month period of notice when terminating an employment contract. The said period of notice shall be 2 months if the employment has continued for longer than 10 years.

The period of notice of termination shall begin on the day following the day of serving notice of termination.

3. An employee who discontinues employment without observing the period of notice shall be required to pay the employer a sum corresponding to the salary for the period of notice that was not observed. This compensation may be withheld from the employee's salary to the extent that wages may be set off against counterclaims pursuant to section 17 of chapter 2 of the Employment Contracts Act<sup>i</sup> and to the Enforcement Act<sup>ii</sup>.

4. An employer who fails to observe the foregoing period of notice shall be required to pay the employee full salary for the period of notice or part thereof in question. The end of the employment shall be the end of the period of notice in such cases.

5. Either party may rescind an employment contract on the conditions prescribed in section 1 of chapter 8 of the Employment Contracts Act<sup>i</sup>.

Rescission of employment contract during a trial period is governed by section 1 of chapter 4 of the said Act.

6. All outstanding receivables from the employment, such as holiday compensation and any overtime compensations, shall fall due for payment on the last day of employment.

## **Section 8 Layoff**

1. A clerical employee may be laid off at 14 days' notice on the grounds prescribed in section 2 of chapter 5 of the Employment Contracts Act<sup>i</sup>.

Negotiations on layoffs shall be conducted between the employer and the shop steward after the employer has found a need for layoff.

2. A clerical employee who has been laid off may terminate the employment in the manner prescribed in section 7 of chapter 5 of the Employment Contracts Act<sup>1</sup>.

3. A new layoff notice shall be required in order to continue the layoff after the employer has called an employee on indefinite layoff into temporary work for a period exceeding 10 days.

### **3. WORKING TIME**

#### **Section 9 Hours of work**

1. Regular working hours shall not exceed 8 hours per day and 38 hours per week.

2. Regular working hours on ordinary weekdays shall begin no earlier than 08.00 and end by no later than 17.00. The additional time and overtime regulations in subsection 1 of section 10 of this collective agreement shall apply if working hours are temporarily exceeded in customer service.

Regular working hours forming a continuous period between 08.00 and 19.00 on ordinary weekdays (Mon-Fri) may be agreed in employment that began on 1 April 2000 or thereafter.

Morning, evening, night and Saturday work bonuses shall be increased as of 1 July 2010. The increased morning and evening work bonus shall be EUR 4.44 per hour, and the increased night and Saturday work bonus shall be EUR 5.43 per hour.

3. Regular working hours shall nevertheless end at 16.00 on the eves of church festivals, Finnish Independence Day (6 December) and 1 May.

4. Saturdays and the eves of New Year, Midsummer and Christmas shall be days off.

An employer and a clerical employee may agree on regular work to be performed on New Year's Eve. This agreement shall also specify the time of a corresponding day off. Regular working hours shall end at 16.00 on New Year's Eve.

5. For every weekday public holiday not falling on a Saturday, weekly working hours shall be reduced by the number of hours that would have been worked on the day that fell on the weekday public holiday.

6. There shall be a daily rest period of not less than half an hour, during which the clerical employee shall be entitled to vacate the workplace. The rest period may be reduced or eliminated by local agreement.

**Minuted note:**

Any change shall be agreed with the shop steward before implementation.

7. The employer and clerical employee may agree on the duration and scheduling of regular working hours according to a protocol on individual working time. The average hours of work may then be 10 hours a day and 48 hours a week, provided that working time does not exceed 40 hours a week over an averaging period.

No conversion to individual working time shall be proposed by the employer during the trial period of a clerical employee.

The protocol on individual working time is attached to this agreement as Appendix 2.

**Minuted note:**

The employee association shall not be hostile to the foregoing agreements, provided that they are entered into voluntarily. Changes in the working hours and opening times of an enterprise or establishment thereof shall be

negotiated with the shop steward in accordance with the Act on Co-operation in Undertakings<sup>iii</sup>.

8. Inexpediently short working shifts must be avoided. No shifts of less than 4 hours may be used unless this is required in order to meet the needs of the clerical employee or for some other justified reason such as the nature or short duration of the work.

9. The employer and the employee may agree concerning on-duty time outside of regular working hours.

The compensation for on-duty time shall be agreed in advance. The collective agreement salary, morning, evening, night and Saturday work bonuses, compensation for working on Sundays and public holidays, and overtime bonus element shall be paid for any work done during on-duty time.

10. The employer and employee may agree that distance work will be done. The principal terms and conditions governing distance work shall then be agreed in writing in accordance with the protocol in Appendix 6 hereto.

## **Section 10 Additional work and overtime in traditional hours of work**

1. The basic hourly salary for the number of hours in question shall be paid for additional work, meaning work done at the behest or with the prior consent of the employer on an ordinary weekday in addition to regular working hours, that does not constitute the work done in addition to or outside of the regular working hours referred to in section 9 of this agreement.

2. Scheduling of working time shall allow for the frequently repeated overstepping of regular working hours that occurs in customer service, or corresponding time off or financial compensation for this time shall alternatively be agreed.

3. A clerical employee who participates on the proposal of the employer in an industry-related training, advisory or information event held outside of regular working hours and is not otherwise compensated for this time in accordance with the collective agreement shall be compensated by paying the basic hourly salary for the time spent at the event or by granting corresponding time off from regular working hours.

Compensation shall only be paid for the time spent at the event proper (the business component). The current travelling regulations of the enterprise shall also apply with respect to events that are arranged in other districts.

4. Work done in addition to or outside of the regular working hours referred to in section 9 of this agreement shall constitute overtime.

The hourly salary rate shall be increased by 50 per cent (“time-and-a-half”) for the first two hours of daily overtime, and by 100 per cent (“double time”) for subsequent hours.

The salary for weekly overtime shall be increased by 50 per cent (“time-and-a-half”) for the first eight hours and 100 per cent (“double time”) for subsequent hours. A clerical employee shall be compensated in accordance with weekly overtime regulations for any work done on a day off.

The hourly salary for overtime done on Sundays, church festivals, Finnish Independence Day (6 December) and 1 May shall be increased by 150 per cent for the first two hours and 200 per cent for subsequent hours.

5. An increase of 100 per cent on the hourly salary shall be paid for all hours worked on Sundays that do not constitute overtime. The compensation stipulated for overtime done on a Sunday shall be paid for hours of work done in excess of eight hours.

Work may be assigned on a Sunday that is the clerical employee’s weekly rest period in exceptional circumstances, and when the clerical employee is needed to work on a temporary basis in order to

maintain the regular flow of work at the enterprise. In addition to the salary increase for Sunday work or overtime, time off corresponding to the hours worked during the weekly rest period shall be granted from regular working hours on some ordinary weekday of the working week following the Sunday in question. If this time off cannot be granted, then the basic hourly salary shall be paid for each hour of work done.

6. The working week shall begin on Monday.

7. The hourly salary forming the basis for reckoning compensation for additional work and overtime shall be obtained by dividing the monthly salary by 156.

8. The salary payable for overtime may be exchanged for corresponding time off from regular working hours with the consent of the employer and the clerical employee. The said salary shall nevertheless be increased by the percentages that would have applied to bonus compensation. The said time off in lieu shall be granted and taken as follows:

Overtime may be taken as time off in lieu where so agreed so that:

- \* time off in lieu of overtime accruing in January-June is granted and taken by the end of August
- \* time off in lieu of overtime accruing in July-December is taken by the end of February in the following year.

Time off in lieu of overtime may also be granted at other times by special agreement. The federations recommend that any such agreement be concluded in writing.

9. A local agreement may be concluded in writing between the employer and the shop steward on the performance of up to 250 hours of overtime in a calendar year notwithstanding subsection 1 of section 19 of the Working Hours Act<sup>iv</sup>. The same tracking period may also apply when the opportunity for 80 additional overtime hours has been agreed at an enterprise.

## 4. ABSENCES

### Section 11 Sick leave pay

1. If a clerical employee hired by the employer on a permanent basis is prevented from working due to illness or accident and has not brought about the disease or accident wilfully or through gross negligence, then the employer shall pay sick leave salary to the clerical employee for each occasion of illness.

2. The duration of the salaried period shall depend on the length of the employee's continuous employment as follows:

- under 3 years 28 days
- at least 3 years but under 5 years 35 days
- at least 5 years but under 10 years 42 days
- over 10 years 56 days

Notwithstanding the provisions of the preceding paragraph, salary in temporary employment that has continued for not longer than 3 months shall be paid in accordance with section 11 of chapter 2 of the Employment Contracts Act<sup>i</sup> as follows:

- employment of less than 1 month: 50 % of the salary for the day of onset of illness and the following 7 ordinary weekdays
- employment of 1 – 3 months: the salary for the day of onset of illness and the following 7 ordinary weekdays

3. Sick leave salary shall be paid as follows if the same illness of a clerical employee recurs within 30 calendar days of returning to work:

- the periods of absence shall be added together and the salary payable for them shall be paid as for a single period of illness

- the salary shall nevertheless be paid for the waiting period under the Sickness Insurance Act<sup>v</sup>, i.e. for the day of onset of illness when this is a working day.

4. If no per diem allowance referred to in the Sickness Insurance Act<sup>v</sup> is paid for reasons due to the individual clerical employee, or if the sum paid is less than the employee's statutory entitlement pursuant to sections 16 and 17 of the said Act, then the employer shall be entitled to deduct from the sick leave salary any per diem allowance or portion thereof under the said Act that was not paid in whole or in part due to the clerical employee's conduct.

5. Any per diem allowance or comparable compensation that the clerical employee receives for the same period of incapacity to work from a sickness insurance fund supported financially by the employer, or pursuant to the Employment Accidents Insurance Act<sup>vi</sup>, the Employment Pensions Act<sup>vii</sup> or the Motor Insurance Act<sup>viii</sup> shall be deducted from the sick leave salary.

If sick leave salary has been paid before any of the foregoing compensations was paid, then the employer shall be entitled to draw the compensation or to reclaim the said sum from the clerical employee to the extent that this does not exceed the sum paid by the employer.

6. A clerical employee shall be required to announce at the earliest opportunity that an illness has prevented the employee from coming to work.

7. The incapacity to work shall be authenticated on request by means of a certificate issued by a medical practitioner designated by the employer and procured at the employer's expense.

#### Minuted note:

An incapacity to work lasting from 1 to 3 days and occurring during an epidemic of influenza, common cold etc. may also be authenticated on request by some reliable account other than a medical certificate.

## Section 12 Medical examinations

The employer shall make no deduction from the salary of a clerical employee for regular working hours in the cases specified below. It shall be a condition of applying these regulations that the examinations or tests have been arranged without needless loss of working hours, that the examinations could not have been conducted outside of working hours, and that the employer was notified of them in advance.

### 1. Non-statutory medical examinations

The clerical employee attends the medical examination and associated laboratory tests and X-ray examinations ordered by a medical practitioner that are essential for diagnosing an illness. This shall also apply to incapacity to work caused by medical examinations and to monitoring or examinations in hospital due to symptoms of illness.

The clerical employee attends a medical examination on account of a previously diagnosed illness. This will concern the following cases:

- a substantial aggravation of the illness requires the employee to seek a medical examination
- a chronic illness requires a medical examination performed by a competent consultant medical practitioner in order to prescribe treatment
- an examination conducted by a competent consultant medical practitioner is required in order to prescribe treatment involving the issuing of a prescription for procurement of some instrument such as spectacles
- a medical examination required to prescribe treatment for some other previously diagnosed illness if the service was not available outside of working hours
- incapacity to work arising from cancer treatment measures.

### 2. Medical examinations and checkups involved in pregnancy

The clerical employee attends an examination that is essential for obtaining the medical or health centre certificate securing the said employee's entitlement to maternity benefit.

A pregnant employee attends prenatal medical examinations and essential checkups at a maternity clinic during working hours if the said services must be provided during working hours.

### 3. Statutory medical examinations

The clerical employee attends a medical examination that is required for a new job or otherwise for statutory reasons. The employer will then compensate the employee for all essential travelling costs. The employer shall also pay a per diem allowance if an examination of this kind or an associated test is performed in another district. If the examination takes place during the employee's time off, then the employee shall be paid the minimum per diem allowance provided in the Sickness Insurance Act<sup>v</sup>. These compensations shall only be payable if the employee is not entitled to sick leave salary at the same time.

## **Section 13 Special maternity, maternity, paternity, parental and child care leave**

1. The employee's rights to special maternity, maternity, paternity and parental leave and child care leave shall be governed by the Employment Contracts Act<sup>i</sup> and the Sickness Insurance Act<sup>v</sup>.

### Minuted note:

The length of maternity leave is 105 ordinary weekdays, beginning no later than 50-30 ordinary weekdays before the estimated date of confinement and ending no later than 55-75 ordinary weekdays thereafter. The clerical employee shall thereafter be entitled to 158 ordinary weekdays of parental leave.

The employer shall be notified of parental leave one month before the estimated date of confinement where possible, but

no later than two months after the birth. Any child care leave to be taken after parental leave shall be announced no later than two months before the parental leave ends, and any further periods of child care leave shall be announced no later than two months in advance.

2. The employer shall pay salary to the clerical employee for three months of a maternity leave period and for the first six paternity leave days (no more than five working days) of a paternity leave period.

3. In enterprises with no more than 9 clerical employees the employer shall have the option of paying the difference between the salary and the maternity benefit payable under the Sickness Insurance Act<sup>v</sup> for three months after determining the size of the said benefit.

4. The maternity benefit for the period for which the employer pays maternity leave salary shall be paid to the employer pursuant to section 28 of the Sickness Insurance Act<sup>v</sup>. If the maternity benefit is lost owing to default on the part of the clerical employee, then a corresponding sum shall be lost from the salary.

5. Toimihenkilön ollessa hoitovapaalla, ei hänellä ole oikeutta äitiysvapaan palkkaan, eikä tällaista poissaoloa oteta huomioon työssäoloajan veroisena määriteltäessä työsuhteen kestoajaan sidottuja etuuksia, ellei muuta ole laissa säädetty tai erikseen sovittu.

## **Section 14 Temporary leave of absence**

1. A clerical employee shall be entitled to short temporary unpaid leave of absence due to a case of acute illness arising in the family. The clerical employee shall lose no annual holiday entitlement in respect of such an absence.

2. A clerical employee shall be entitled to no more than four working days of temporary child care leave in order to care for, or to arrange care for the clerical employee's child under ten years of age, or for another child under ten years of age living permanently

in the clerical employee's home who has suddenly fallen ill. Salary shall be paid to the clerical employee in accordance with sick leave salary regulations for no more than three days. Only one parent may take temporary child care leave at a time. The clerical employee must notify the employer at once when taking temporary child care leave, and of the reason for doing so. A non-custodial guardian shall also be entitled to temporary child care leave.

3. A clerical employee shall be given an opportunity to attend diagnostic laboratory tests or hospital examinations of the employee's child aged under 10 years or handicapped child without loss of earnings. A non-custodial guardian shall also be entitled to temporary child care leave.

4. Efforts shall be made to arrange an opportunity for a clerical employee to take a brief and temporary leave of absence due to the death and funeral of a close relative. The clerical employee shall lose no annual holiday entitlement or earnings in respect of such an absence.

**Minuted note:**

A close relative in this context shall chiefly denote a parent, grandparent or parent-in-law, child, spouse or sibling.

5. A clerical employee shall be granted paid leave of absence for the day of the employee's marriage or registration of partnership.

6. A clerical employee whose employment has continued for not less than one year shall be granted paid leave of absence for the day of the employee's 50<sup>th</sup> and 60<sup>th</sup> birthday if the said birthday falls on the employee's working day.

7. A clerical employee shall lose no earnings when participating in voluntary or conscripted military service or an equivalent event held for volunteers.

8. A clerical employee who participates in military reserve training shall be paid the difference between the employee's salary and the reservist pay for the days of this participation.

9. A clerical employee serving as a member of a local council or executive board, or of an election board or commission lawfully appointed for the purpose of national or local government elections shall suffer no loss of annual holiday entitlement in the event that the meetings of the said organs are held during the employee's working hours. If a meeting of the said organs is held during the employee's working hours, then the employee shall be paid the difference between the employee's salary and the compensation for lost earnings paid by the local authority to the extent that the said compensation may fall short of the said salary. The difference shall be paid when the clerical employee has rendered an account of the compensation for lost earnings paid by the local authority.

10. The clerical employee shall agree with the employer on the leaves of absence referred to in the foregoing paragraphs 1-8 of this section.

11. Any established practices in the enterprise concerning the temporary leaves of absence referred to in this section shall nevertheless not be impaired on account of signing this collective agreement.

## **5. ANNUAL HOLIDAYS, HOLIDAY BONUS AND SAVED LEAVE**

### **Section 15 Annual holidays**

1. Annual holidays and the salary or compensation payable for them shall be governed by annual holidays legislation unless otherwise stipulated by collective agreement.

Minuted note:

The daily salary or compensation payable for annual holidays shall be obtained by dividing the monthly wage by 25.

2. A clerical employee shall be entitled to two ordinary weekdays of holiday for each full leave-earning month.

3. A clerical employee whose employment has continued for not less than one year without interruption by the end of the leave-earning year preceding the holiday period shall be entitled to 2.5 ordinary weekdays of holiday for each full leave-earning month.

**Minuted note:**

As prescribed in section 5 of chapter 1 of the Employment Contracts Act<sup>i</sup>, a brief discontinuation of employment between several consecutive periods of temporary employment agreed with a clerical employee shall not diminish the employee's entitlement to accrued annual holiday and to the salary or compensation payable in respect thereof.

4. Unless otherwise agreed between the employer and the clerical employee, a period of 24 days of annual holiday, or any shorter period that is the entire annual holiday, shall be granted as a single continuous holiday period at some time between 2 May and 30 September including these days.

**Minuted note:**

Should the employer and the clerical employee agree that part of the annual holiday will be taken outside of the leave-taking period proper, then a mutually binding agreement shall also be concluded at the request of either party concerning the time when the clerical employee will take the agreed part of the annual holiday. This agreement may only be set aside if it occasions exceptionally severe difficulties for working arrangements.

5. Unless otherwise agreed between the employer and the clerical employee, the part of the annual holiday exceeding 24 days shall be granted as a single continuous holiday period at some time between 1 October and 30 April.

6. Before the leave-taking period begins the employer shall endeavour to arrange an opportunity for a newly employed clerical

employee to take unpaid job release in addition to any paid annual holiday so that the period of paid and unpaid holiday totals not less than 1 week.

7. The federations have concluded a separate protocol on the collection of a saved leave period pursuant to section 16 of the Annual Holidays Act<sup>ix</sup>. This protocol is attached as Appendix 4 to this collective agreement.

## **Section 16 Holiday bonus**

1. A clerical employee shall be paid a holiday bonus of 50 per cent of the salary for the employee's statutory annual holiday. The holiday bonus shall be paid together with the holiday salary before the annual holiday or part thereof commences.

An enterprise may pay the holiday bonus for the entire annual holiday at a separately notified time. If the employment ends before part of the holiday has been granted, then any holiday bonus that has been paid in advance may be reclaimed when the employment ends.

2. The clerical employee and the employer may agree on the exchange of all or part of the holiday bonus for corresponding time off to be taken during the calendar year in question or by no later than the beginning of the next summer holiday period. Any such agreement shall be concluded in writing.

The federations have concluded a separate protocol (Appendix 4) on the conversion of holiday bonus into paid leave and its combination as saved leave.

3. Holiday bonus shall also be paid in respect of holiday compensation to a clerical employee who retires on old-age or other pension or takes child care leave, and to a clerical employee departing to perform compulsory or voluntary military service.

4. If the employment ends during the leave-taking period for reasons that are not due to the clerical employee in person, then holiday bonus shall be paid in respect of the annual holiday compensation that has accrued for the completed leave-earning year.

## **Section 17 Saved leave**

1. The clerical employee and the employer may agree on the collection of paid saved leave in accordance with the protocol appended to this agreement. The protocol and a model agreement are set out in Appendices 4 and 10.

## **6. OTHER REGULATIONS**

### **Section 18 Travelling**

1. The travelling regulations agreed between the federations are attached hereto as Appendix 1.

### **Section 19 Group life insurance**

The employer shall arrange and defray the cost of group life insurance for clerical employees in the manner agreed between the national labour and employer confederations.

### **Section 20 Rationalisation measures**

In the event that automation or other rationalisation measures bring about a change in the duties or terms and conditions of service of clerical employees, any measures shall be preceded by the associated negotiations and notifications that are required by law and by the inter-federation agreement on co-operation.

**View of the federations:**

The adoption of new booking and information systems in the travel agency sector brings changes in the duties of travel agency employees and in the skills that they are required to possess.

It is essential for travel agencies to forecast changes and to pursue a systematic, long-term human resources policy in order to ensure staff job security. Change must be managed through co-operation between the employer and staff representatives in accordance with co-operation agreements. Local co-operation is particularly important.

The federations stress the importance of maintaining and enhancing the skills of travel agency employees for restructuring the travel agency sector. The impact of new booking and information systems on the content of duties, on working arrangements and on training should be investigated before these systems are procured and taken into use. Efforts should also be made to plan training together with users and implement it at the right time.

## **7. SHOP STEWARD AND BARGAINING SYSTEM, INDUSTRIAL PEACE**

### **Section 21 Shop steward**

1. The clerical employees shall be entitled to elect one or more of their number to serve as shop stewards to represent them in matters concerning the interpretation of this agreement and terms and conditions of employment in general, and to supervise compliance with this collective agreement on the part of the said clerical employees. The employer shall be notified in writing of the election of a shop steward without delay.

Shop steward elections shall allow for the size of the workplace, for its geographical location, and for the structure of the enterprise operating unit.

2. A chief shop steward may be elected for an enterprise in which no fewer than 30 clerical employees work regularly.

3. A person elected to serve as shop steward may not be harassed or dismissed on account of the said function.

4. Suitable premises shall be assigned where possible to a shop steward who serves in customer service duties or is otherwise unable to attend to the duties of shop steward at the workplace proper.

A shop steward shall be granted adequate time, and regular weekly job release where necessary, for the purpose of discharging shop steward duties as locally agreed. Unless otherwise locally agreed, the job release of a chief shop steward shall be determined as follows:

<b>Number of employees</b>	<b>Job release average weekly</b>
31 – 70	3 hours per week
71 – 120	5 hours per week
121 – 260	8 hours per week
261 –	15 hours per week

## 5. Shop steward fee

The following compensation shall be paid to a shop steward as of 1 July 2010:

Number of employees:	
10 – 30	19.34 €/month
31 – 70	42.42 €/month, 52.41 €/month for a chief shop steward
71 – 150	73.29 €/month
151 –	106.06 €/month

The compensation shall be paid to one shop steward at a travel agency or establishment.

6. The other regulations governing the rights of a shop steward are attached hereto as Appendix 3.

7. The Shop Stewards Agreement concluded between the Confederation of Finnish Industry – EK and the Central Organisation of Finnish Trade Unions – SAK shall apply in other respects.

Minuted note:

The regulation on chief shop steward dismissals and layoffs also applies in enterprises with fewer than 30 clerical employees.

## **Section 22 Labour protection delegate**

The regulations governing the rights of a labour protection delegate are attached hereto as Appendix 3.

The following compensation shall be paid to no more than one labour protection delegate representing all of the clerical employees of an enterprise as of 1 July 2010 for discharging the duties of labour protection delegate:

Number of employees:

20 – 99

20 €/month

100 –

44 €/month

## **Section 23 Meetings at the workplace**

1. The Finnish Transport Workers' Union – AKT and a registered affiliated association and branch thereof may arrange meetings outside of working hours to discuss matters of employment at the workplace, provided that:

a) holding of the meeting is agreed in advance with the employer

- b) the employer designates a suitable venue for the meeting
- c) the organiser is responsible for order and cleanliness
- d) the organiser is entitled to invite representatives of the union to the meeting.

## **Section 24 Job security of a deputy shop steward**

If the employer dismisses a deputy chief shop steward or deputy shop steward at a time when the latter does not enjoy the status of shop steward, then the said measure shall be deemed due to the employee's shop steward duties unless the employer can prove that it was due to some other reason.

## **Section 25 Payment of membership subscriptions**

The employer shall withhold trade union membership subscriptions from the salary of a clerical employee who has authorised the employer to do so, and shall furnish the clerical employee with a certificate of the sum withheld for taxation purposes after the end of the year. The employer shall remit the membership subscriptions so accruing to the bank account designated by the Finnish Transport Workers' Union – AKT at the separately agreed times.

## **Section 26 Settlement of disputes**

1. Any disputes over the application, interpretation or infringement of this agreement and its incorporated appendices shall be negotiated initially between the employer or representative thereof and the clerical employee or competent shop steward.
2. If no common understanding is achieved in local negotiations, then a memorandum of the points of dispute and of the views and justifications of the parties shall be prepared where possible. The memorandum shall be drawn up and signed in duplicate, with one

copy retained by each party. After the memorandum has been completed either party may submit the dispute to the federations for settlement.

3. Efforts shall be made to commence negotiations both at enterprise and federation level at the earliest opportunity and to conduct these negotiations without unwarranted delay.

4. If no common understanding is achieved in inter-federation or possible inter-confederation negotiations, then the matter may be submitted to the Labour Court for settlement.

## **Section 27 Industrial peace obligation and consequences of breaching the agreement**

1. All industrial action directed against this agreement as a whole or in respect of any individual regulation thereof shall be prohibited.

2. The sanctions for infringing the collective agreement shall be determined pursuant to the Collective Agreements Act<sup>x</sup> in force at the time of signing the agreement, having regard to separate provisions agreed between the national labour and employers' confederations.

## **Section 28 Validity of agreement and negotiating procedure**

1. The agreement shall remain in force from 22 June 2010 until 30 April 2012, and thereafter for one year at a time unless written notice of its termination is served by either of the federations no later than two months before the said termination takes effect.

2. The terminating party shall furnish the other party hereto with a memorandum of amendment proposals when terminating this agreement. The termination shall be null and void unless this procedure has been observed.

3. The regulations of this agreement shall remain in force until a new agreement has taken effect or until either of the negotiating parties declares that negotiations between them have ended.

Helsinki, 21 June 2010

Employers' Association of the Special Branches – ET

Finnish Transport Workers' Union – AKT

Finnish Transport Workers' Union – AKT / Tourism Services  
Section – MAILI

## **8. PAY AGREEMENT**

### **Section 1 Scope of the agreement**

1. This agreement shall govern the pay of clerical employees of full working capacity aged 17 years and over working for travel agencies.

2. This agreement shall not apply to members of enterprise management such as Managing Directors, deputy managers, office managers, heads of independent departments or independent office managers, who represent the employer when determining the terms and conditions of employment and remuneration of clerical employees.

### **Section 2 Salaries**

1. The salaries paid to the clerical employees of travel agencies shall at least comply with the salary groups and scales appended hereto, and with the following regulations.

### Minuted note:

The minimum salary of a messenger aged 17 years and over shall be 85 per cent in the first year, 90 per cent in the second year and 95 per cent in the third year of the first year salary scale for salary group A in the Helsinki cost of living area.

Messengers who have served in the sector for more than three years shall be assigned, where the service period so requires, to the A1 scale for the cost of living area concerned and then to the A6 scale as service continues.

## **Section 3 Hourly pay**

1. A clerical employee whose employment lasts for less than one month or who works in a part-time capacity with irregular hours of work may work on hourly pay. The hourly wage of such a clerical employee is then obtained by dividing the scale salary concerned by 156.

The minimum weekly or monthly working time shall be settled when agreeing on hourly work and an effort shall be made to agree on the main principles governing the scheduling of hours of work. Hourly work shall also comply with the regulations of an individual working time agreement.

### Minuted note:

Part-time employees enjoy the right of first refusal when an employer is in a position to offer full-time work, as stipulated in section 5 of chapter 2 of the Employment Contracts Act<sup>1</sup>.

3. Weekday public holidays shall not reduce the weekly working time of an hourly paid clerical employee that has been agreed in advance.

## **Section 4 Daily pay**

1. The daily pay of a clerical employee shall be obtained by dividing the monthly salary by 21.

2. The daily pay shall be used when deducting unpaid days of absence from the monthly salary. If a salary payment month has fewer than 13 paid days, however, the monthly salary shall be reckoned by multiplying the daily pay by the number of working days. The provision governing the reckoning of daily pay shall be introduced by no later than 1 January 2011.

3. If a clerical employee works for less than a month, then salary shall nevertheless be paid for not less than every working day or day that is equivalent to a working day.

## **Section 5 Regional cost of living classification**

1. The salary payable shall comply with the general cost of living classification of local authority districts confirmed by the government resolution issued on 7 October 1983 and with the division of local authority districts that is current at the time of signing the agreement.

Minuted note:

A separate salary scale has nevertheless been agreed for the Helsinki Metropolitan Area (Helsinki, Espoo, Kauniainen, Vantaa).

2. The foregoing regional cost of living classification is appended to this collective agreement.

## **Section 6 Trainees**

1. The trainee period in the sector shall be one year and the minimum salary of a trainee shall be 90 per cent of the first year salary on the salary scale concerned.

2. There is no trainee period on salary scale A.

3. The organisation of trainee work at the workplace shall seek to allow sufficiently for training objectives that familiarise the trainee with vocational practices and conditions in the sector and prepare the trainee for the profession, and for labour protection aspects.

## **Section 7 Vocational training**

1. If a clerical employee has completed a tourism programme of not less than 2 years approved by the National Board of Education, then this programme together with the traineeship period included in the associated syllabus shall be deemed equivalent to a trainee period in the sector.

The value of other trainee periods at tourism industry educational institutions for reducing the trainee period shall be agreed separately in each case between the employer and the clerical employee.

### **Minuted note:**

The federations have agreed that the foregoing practice in relation to the trainee period shall also apply to clerical employees who are in the sector at the time of signing the agreement unless other arrangements concerning the trainee period have been agreed between the employer and the clerical employee.

2. A clerical employee who has completed a 3.5-year specialised travel agency programme approved by the National Board of Education at a university of applied sciences, including a trainee period of not less than 3 months in travel agency duties proper, shall be assigned directly to the second year of service in pay scales.

3. If a clerical employee has completed and passed a programme at a commercial school or college, then this shall be deemed equivalent to the trainee period for office duties in the sector.

4. One year shall be added to the sector seniority of a clerical employee who has completed a further qualification in travel

services, provided that the said employee has not previously been credited with seniority on educational grounds.

## **Section 8 Wage classification**

1. The salary scale shall be determined according to the group to which most (at least 50 per cent) of the duties performed by the clerical employee belong.

2. It shall be a condition of attaining a seniority level specified in a salary scale that, in addition to the trainee period, the employee has been on the salary scale concerned for long enough for the minimum salary under the salary scale to become payable as of the start of the salary payment period following the end of the said year.

### **Minuted note:**

No salary scale seniority shall accrue for a period of unpaid absence or leave following an uninterrupted absence exceeding 3 months unless the absence is deemed equivalent to working time under the Annual Holidays Act<sup>ix</sup>.

3. A clerical employee shall be subject to a four-month period of familiarisation on transferring to a higher salary scale. During the said period, the employee shall be paid the salary under the previous salary scale plus half of the difference between the salary under the new salary scale and under the appropriate seniority level of the previous salary scale.

4. The salary of a clerical employee entering the sector, who works in travel agency duties proper, shall allow to a reasonable degree for previous work of the clerical employee in corresponding duties. This allowance shall be made when determining the seniority period on the salary scale concerned.

### **Minuted note:**

Examples of duties of this kind include serving as a tour director or tour guide, sales and bookings, pricing and sales

promotion duties in an airline or shipping line, sales secretary duties in hotels, and hotel reservation duties in Finland and abroad.

Assessments of previous experience shall allow for the correspondence between duties and the time at which the previous work was performed.

If a clerical employee entering the sector is engaged in non-travel agency duties and has served in the same capacity in another sector, then the employee shall be credited for the time served in these duties when determining seniority under the salary scale concerned.

Minuted note:

Examples of such duties include duties on salary scale A, and management of accounts payable and receivable, booking centre and cashier services.

## **Section 9 Wage classification definitions**

### **A. Definitions of travel agency duties proper**

#### **1. Salary scale C+**

General customer service clerical staff regularly selling and pricing international flight tickets fall under salary scale C+.

- A tour manager or operations clerk falls under salary scale C+. These staff take care of changes and cancellations in bookings (quotas) made for various tour departures in accordance with booking situations and agreed deadlines, and implement (operate) the practical arrangements involved in tour programmes. They also

communicate with travel service providers and agents, inform target staff, and commission and check travel documents.

## **2. Salary scale D**

### **Business travel sales work**

These staff work in a special business travel department or have been appointed to some other unit to take care of business travel.

- The function of these staff is to take comprehensive care of business travel arrangements independently, which means taking responsibility for performing the measures required by incoming bookings. Such measures include receiving bookings and communicating with enterprise staff responsible for travel affairs, explaining alternative routes, accommodation options and available price bands, placing the required reservations, taking care of other travel arrangements, preparing tickets and other documentation and taking responsibility for their accuracy, and ensuring that they are sent to the customer and that invoicing is arranged.

- This kind of sales work characteristically involves continual travel on international scheduled services and the harmonisation of various special prices arising.

### **Group travel sales work**

- These staff serve in a separate group travel department or they are appointed to some other unit that takes care of group travel.

- The function of these staff is to take care of group travel arrangements independently, which means taking responsibility for performing the measures required by incoming requests for offers and bookings. These duties include preparing offers, planning travel programs, explaining optional transport and travel arrangements, pricing offers and bookings, placing the required reservations, implementing (operating) and supervising travel arrangements, ensuring that tickets and other documentation are prepared correctly and dispatched, examining incoming invoices and taking care of invoicing, and communicating with the customer.

- This kind of sales work characteristically involves individually planned foreign travel comprising several travel service elements.

### **Production work**

- These staff independently plan and price tour travel programmes in accordance with general guidelines. Their duties include participating in service package planning, obtaining the necessary information on various travel services and service package elements and on their prices, and designing travel programmes, calculating price options, pricing travel programmes according to general guidelines provided, and participating in the preparation of travel brochures.

- This kind of production work characteristically involves tour travel programmes to several foreign destinations comprising several travel service elements.

### **Ticket pricing**

- These staff work in a specialised ticket pricing department or have been assigned to some other unit to take care of ticket pricing.

- The function of these staff working independently is to price international scheduled flight, shipping, train and bus tickets applying the associated special rates. This work must involve pricing of journeys to several destinations abroad. Pricing of direct train, bus and shipping tickets departing from Finland is nevertheless not counted as demanding work on salary scale D.

### **Sales promotion**

- Staff appointed to engage in sales promotion.
- These staff independently plan and implement customer visits and work to secure new customer accounts in accordance with general guidelines. Their duties also include offering enterprise products to separately determined target groups.

### **Incoming work**

- These staff work in a specialised incoming department or have been assigned to some other unit to take care of incoming duties.

- In accordance with general guidelines, these staff independently plan, price and prepare offers and implement group travel programmes comprising several travel service elements that include overnight stays at several locations, and/or assume responsibility for planning, pricing and administering the travel service elements and technical arrangements for international conferences.
- Incoming work of this kind characteristically involves administering accommodation, transportation, touring and other travel programmes and designing printed products.

### **Working group supervisor or unit leader**

- The clerical employee is appointed to serve as a supervisor or unit leader.
- The function of a supervisor and unit leader is to take independent responsibility for assigning the duties of the working group, to supervise the performance of duties within the working group, to be responsible for planning with respect to the assignment and performance of duties, and to issue implementation instructions to the working group in accordance with given general instructions.
- It is also typical for a supervisor and unit leader to participate in duties performed by the working group.

### **3. Salary scale D+**

- An Office Manager and Head of Department falling within the scope of this agreement, and a departmental manager, the supervisor or unit leader of a working group that mainly (at least 50 per cent) performs duties referred to in salary scale D, and clerical employees who perform training, advertising or public relations duties on a full-time basis shall be deemed to belong to salary scale D+ and shall be paid in accordance with the nature of the duties and their personal competencies, and not less than the salary for the appropriate seniority level of salary scale D+.

### **4. Persons falling beyond the scope of the collective agreement**

The term *independent Office Manager* falling beyond the scope of the collective agreement and the pay agreement shall refer to the following persons:

- The duties are mainly to perform supervisory, managerial, planning and administrative work, and to secure new customer accounts.

They characteristically involve:

- Spending less than half of all working time on average involved in performing travel agency staff duties of a routine character.

- Taking responsibility for office operations, results and new customer procurement, and preparing a budget proposal for the office on the basis of given general guidelines.

- Exercising the employer's right to direct and supervise in the office with respect to subordinate staff and taking part in the selection of new clerical employees for the office.

## **B. Definitions for office duties**

### **1. Salary scale C**

Demanding settlement work

- Demanding settlement work characteristically involves the ability to work independently on the basis of given general guidelines. The duties must include international settlements and settlement summaries. Demanding settlement work calls for special expertise and familiarity with the tourism sector.

### **2. Salary scale C+**

General office staff

- Beginning from the second year seniority level, staff working in financial and administrative functions in a travel agency are deemed general office staff, on the condition that they repeatedly discharge at least three functions referred to in salary scale C. General office staff of this kind are assigned to salary scale C+.

### **3. Salary scale D**

Demanding bookkeeping work

- Demanding bookkeeping work characteristically involves wide-ranging vocational skills and the ability to work independently on the basis of given general guidelines in such functions as posting items to accounts and assisting in the compilation of financial statements. Special expertise acquired through vocational training or work experience is required to discharge these duties.

Demanding secretarial work

- Demanding secretarial work characteristically involves the ability to take care of a diversity of secretarial functions independently. Extensive familiarity with the tourism sector and language skills are required to perform these duties.

### **4. Salary scale D+**

Chief bookkeeper

Chief cashier

Chief IT operator

Definition:

The main function of the clerical employee is to be responsible for operating and maintaining the enterprise IT system both within the enterprise and externally.

## **Section 10 Temporary transfers**

1. If a clerical employee is assigned to temporary duties that belong to a higher salary scale than the employee's regular duties, or if a substantial portion (30 per cent) of such duties is temporarily assigned to the employee, then the employee's salary shall correspondingly allow for the said duties.

The said duties shall be taken into consideration in salary insofar as they are performed for longer than two weeks, or for longer than

one month if attendance to the said duties is due to annual holiday arrangements.

2. A clerical employee who is temporarily transferred to duties for which the salary payable is lower than the employee's regular salary shall continue to receive the salary corresponding to the employee's regular duties.

3. A temporary transfer order shall be issued to a clerical employee in a verifiable manner.

## **Section 11 Meal benefit**

1. The employer shall arrange an opportunity for clerical employees to take a hot meal during the working day. Luncheon vouchers (1 voucher per working day) of an annually agreed value and price shall be sold to clerical employees.

2. The sale of luncheon vouchers shall comply with the current guidelines and regulations of the National Board of Taxes.

3. A clerical employee shall pay EUR 2 for a luncheon voucher (1 voucher per working day). The value of a luncheon voucher shall be EUR 8.20 as of 1 February 2010.

4. Clerical employees working a six-hour day on partial child care leave shall also be eligible to purchase luncheon vouchers.

5. Other arrangements for taking meals may also be agreed locally.

## **Section 12 Commission pay**

It is not the objective of discontinuing commission pay to exclude the possibility of commission-like rewards paid by an external party (such as insurance commissions) or the payment of commissions for promoting sales of certain journeys, for example, that are introduced by the enterprise itself for a designated period.

## **Section 13 Validity of agreement and negotiating procedure**

1. The agreement shall remain in force from 22 June 2010 until 30 April 2012, and thereafter for one year at a time unless written notice of its termination is served by either of the federations no later than two months before the said termination takes effect.

2. The terminating party shall furnish the other party hereto with a memorandum of amendment proposals when terminating this agreement. The termination shall be null and void unless this procedure has been observed.

Helsinki, 21 June 2010

Employers' Association of the Special Branches – ET

Finnish Transport Workers' Union – AKT

Finnish Transport Workers' Union – AKT / Tourism Services  
Section – MAILI

## 9. WAGE CLASSIFICATION

Travel agency duties proper  
Salary scale A

### Salary scale B

### Salary scale C

- sales work
- ticket pricing
- reservations

### Salary scale C+

- general international office duties
- tour administration/operating

### Salary scale D

- serving as office administrator
- serving as working group supervisor or unit leader, and demanding:
  - business travel sales work
  - group travel sales work
  - journey production work
  - ticket pricing
  - sales promotion
  - incoming work

### Salary scale D+

- office or departmental manager or departmental administrator duties falling within the scope of the agreement
- supervisor of a working group or unit engaged in D-level work, or corresponding duties
  - trainer duties
  - advertising and public relations duties

Office duties

Salary scale A

- duplicating and posting
- filing and archiving

### Salary scale B

- settlement work
- cashier work
- ancillary routine office duties

### Salary scale C

- recording
- ledger management work
- demanding settlement work
- bookkeeping
- cashier management
- secretarial work
- telephone switchboard operation

### Salary scale C+

- 2<sup>nd</sup> year of general office work in the sector

### Salary scale D

- serving as working group supervisor or unit leader
- payroll accounting
- demanding bookkeeping work
- demanding secretarial work

### Salary scale D+

- chief bookkeeper duties
- chief cashier duties
- chief IT operator

## 10. SALARY SCALES

### Salary scales as of 1 July 2010

Salary scale A	Helsinki €	Region I €	Region II €
1	1640	1592	1574
2	1667	1619	1600
4	1706	1656	1637
6	1755	1703	1683

#### Salary scale B

1	1709	1659	1639
2	1739	1687	1667
4	1810	1756	1735
6	1875	1819	1797
8	1933	1875	1852
11	1995	1934	1909

#### Salary scale C

1	1779	1726	1705
2	1810	1756	1735
4	1886	1830	1807
6	1957	1887	1863
8	2033	1970	1944
11	2102	2035	2008
15	2162	2091	2062

#### Salary scale C+

1	1831	1776	1755
2	1864	1809	1787
4	1945	1887	1863
6	2020	1957	1932
8	2102	2035	2008
11	2177	2105	2075
15	2242	2166	2134

#### Salary scale D

1	1884	1828	1805
2	1919	1862	1839
4	2004	1943	1918
6	2084	2019	1992
8	2173	2102	2072
11	2254	2178	2145
15	2323	2244	2210

#### Salary scale D+

1	1978	1917	1893
2	2017	1954	1930
4	2112	2044	2017
6	2204	2130	2099
8	2304	2225	2192
11	2392	2310	2275
15	2466	2382	2345

### Salary scales as of 1 December 2010

Salary scale A	Helsinki €	Region I €	Region II €
1	1653	1605	1596
2	1680	1632	1622
4	1719	1669	1659
6	1768	1716	1705

#### Salary scale B

1	1722	1672	1661
2	1752	1700	1689
4	1823	1769	1757
6	1888	1832	1819
8	1946	1888	1874
11	2008	1947	1931

#### Salary scale C

1	1792	1739	1727
2	1823	1769	1757
4	1899	1843	1829
6	1970	1900	1885
8	2046	1983	1966
11	2115	2048	2030
15	2175	2104	2084

#### Salary scale C+

1	1844	1789	1777
2	1877	1822	1809
4	1958	1900	1885
6	2033	1970	1954
8	2115	2048	2030
11	2190	2118	2097
15	2255	2179	2156

#### Salary scale D

1	1897	1841	1828
2	1932	1875	1862
4	2017	1956	1941
6	2097	2032	2015
8	2186	2115	2095
11	2267	2191	2168
15	2336	2257	2233

#### Salary scale D+

1	1991	1930	1918
2	2030	1967	1955
4	2125	2057	2042
6	2217	2143	2124
8	2317	2238	2217
11	2405	2323	2300
15	2479	2395	2370

## **11. PROTOCOL ON REVISION OF THE COLLECTIVE AGREEMENT FOR TRAVEL AGENCIES**

**Section 1:** The undersigned organisations have agreed to revise the collective agreement for travel agencies in the following manner:

### **Section 2: AGREEMENT PERIOD**

The new agreement period shall begin on 22 June 2010 and end on 30 April 2012.

### **Section 3: PAY INCREASES IN 2010**

As of 1 July 2010 salaries shall be increased across the board by EUR 15.00 and no less than 0.6 per cent. The salary scales shall be increased in line with the general increase. The increase may be paid retroactively with the salary payment for August if necessary.

As of 1 December 2010 salaries shall be increased across the board by EUR 13.00 and no less than 0.5 per cent. The salary scales shall be increased in line with the general increase.

In addition to the general increase, the salary scales for cost of living region II shall be increased as of 1 December 2010 by increasing salary scales A, B, C and C+ by EUR 9.00, increasing salary scale D by EUR 10.00, and increasing salary scale D+ by EUR 12.00.

Morning, evening, night and Saturday work bonuses shall be increased by 1.1 per cent as of 1 July 2010.

Shop steward compensations shall be increased by 1.1 per cent as of 1 July 2010.

### **PAY INCREASES IN 2011**

By 31 March 2011 the federations shall negotiate salary increases for implementation as of 1 May 2011 and 1 November 2011. Negotiations

shall also take place at this time to eliminate cost of living region II. If no settlement on salary increases has been reached by 31 March 2011, then the collective agreement shall be open to termination with effect from 30 April 2011.

#### **Section 4: REFORM OF WAGE SYSTEM**

Reforming the salary system is a joint objective of the federations. Negotiations shall continue and a decision on the matter shall be reached by 30 November 2010.

If a new salary system is agreed, then:

- the associated joint training shall be arranged by 31 March 2011.
- the salary scale for the job requirement will take effect by no sooner than 1 May 2011.
- the personal salary element shall take effect by 1 November 2011.

#### **Section 5: TEXT REVISIONS AS OF 1 JUNE 2010**

### **COLLECTIVE AGREEMENT PART 3: WORKING TIME**

#### **Section 9 Hours of work**

[Amendment of minuted note in paragraph 6] Any change shall be agreed with the shop steward before implementation.

[New paragraph 9] The employer and the employee may agree on duty work outside of regular working hours.

The compensation for on-duty work shall be agreed in advance. The collective agreement salary, morning, evening, night and Saturday work bonuses, compensation for working on Sundays and public holidays, and overtime bonus element shall be paid for any work done during on-duty time.

[uusii 10. kohta] The employer and employee may agree that distance work will be done. The principal terms and conditions governing distance work shall then be agreed in writing in accordance with the protocol in Appendix 6 hereto.

## **TES 4. ABSENCES**

### **Section 12 Medical examinations**

#### **2. Medical examinations and checkups involved in pregnancy**

A pregnant employee attends prenatal medical examinations and essential checkups at a maternity clinic during working hours if the said services must be provided during working hours.

### **Section 13 Special maternity, maternity, paternity, parental and child care leave**

Paragraph 2. The employer shall pay salary to the clerical employee for three months of a maternity leave period and for the first six paternity leave days (no more than five working days) of a paternity leave period.

[New paragraph 3] In enterprises with no more than 9 clerical employees the employer shall have the option of paying the difference between the salary and the maternity benefit payable under the Sickness Insurance Act for three months after determining the size of the said benefit.

The numbering of the following paragraphs will be changed.

### **Section 14 Temporary leave of absence**

Paragraphs 2 and 3: A non-custodial guardian shall also be entitled to temporary child care leave.

Paragraph 7. A clerical employee shall lose no earnings when participating in voluntary or conscripted military service or an equivalent event held for volunteers.

## **5. ANNUAL HOLIDAYS, HOLIDAY BONUS AND SAVED LEAVE**

### **Section 15 Annual holidays**

[Minuted note at paragraph 3] As prescribed in section 5 of chapter 1 of the Employment Contracts Act<sup>1</sup>, a brief discontinuation of employment between several consecutive periods of temporary employment agreed

with a clerical employee shall not diminish the employee's entitlement to accrued annual holiday and to the salary or compensation payable in respect thereof.

## **Section 16 Holiday bonus**

3. Holiday bonus shall also be paid in respect of holiday compensation to a clerical employee who retires on old-age or other pension or takes child care leave, and to a clerical employee departing to perform compulsory or voluntary military service.

## **8. Shop steward, meetings at the workplace and membership subscriptions**

### **Section 22 Labour protection delegate**

[Addition] The following compensation shall be paid to no more than one labour protection delegate representing all of the clerical employees of an enterprise as of 1 July 2010 for discharging the duties of labour protection delegate:

Number of employees:

20-99	20 €/month
100-	44 €/month

### **[New section 24] Job security of a deputy shop steward**

If the employer dismisses a deputy chief shop steward or deputy shop steward at a time when the latter does not enjoy the status of shop steward, then the said measure shall be deemed due to the employee's shop steward duties unless the employer can prove that it was due to some other reason.

The numbering of the following sections will be changed.

## **9. PAY AGREEMENT**

### **Section 3 Hourly pay**

[Paragraph 1, subparagraph 2, new minuted note]: Part-time employees enjoy the right of first refusal when an employer is in a position to offer

full-time work, as stipulated in section 5 of chapter 2 of the Employment Contracts Act<sup>1</sup>.

#### **Section 4 Daily pay**

2. The daily pay shall be used when deducting unpaid days of absence from the monthly salary. If a salary payment month has fewer than 13 paid days, however, the monthly salary shall be reckoned by multiplying the daily pay by the number of working days. The provision governing the reckoning of daily pay shall be introduced by no later than 1 January 2011.

#### **Appendix 3.**

### **15. Rights of shop stewards and labour protection delegates**

#### **Section 1 Information to be provided to a shop steward**

The contact details of the shop steward(s) elected at the enterprise shall also be made available via the in-house information system (e.g. intranet).

#### **Working group**

The federations shall appoint a working group to perform an investigation during the current agreement period of any need to modify the shop steward system and the rights and duties of shop stewards, and the role of the shop steward in enhancing local collective bargaining work.

#### **Collective agreement in other languages**

The collective agreement for travel agencies shall be translated into Swedish and English.

Helsinki, 21 June 2010

Employers' Association of the Special Branches – ET

## **12. PROTOCOL ON TRAVELLING REGULATIONS, Appendix 1**

### **Section 1 Scope**

All clerical employees governed by the collective agreement for travel agencies concluded between ET and AKT shall fall within the scope of a travelling regulation satisfying the minimum stipulations of this protocol.

With the exceptions specified below, the travelling regulation shall govern “official journeys”, i.e. travelling undertaken at the employer’s behest.

### **Section 2 Contents of a travelling regulation**

A travelling regulation shall separately specify the grounds for paying whole and half-day per diem allowances and travelling, accommodation and other compensations, and the amounts thereof. The decision as to the sizes of per diem allowances shall allow for the duration of the journey (a full or half day of travel) and for any gratuitous meal benefit that the clerical employee may receive during the journey.

### **Section 3 Official journeys**

The per diem allowance for an official journey shall be not less than the sum specified in the decision of the National Board of Taxes that is in force at the time of the journey.

Minuted note:

A per diem allowance shall only be paid in the Helsinki Metropolitan Area for official journeys to destinations outside of the said Area.

## **Section 4 Study trips**

This expression refers to the journeys formerly known as invitation and familiarisation journeys.

When engaged in a study trip agreed with the employer, a clerical employee shall be paid a full per diem allowance for the study trip if the study programme exceeds seven hours per day. The clerical employee shall be paid half of the per diem allowance for a study trip when the study programme is 2 – 7 hours per day.

A guided programme of familiarisation on the journey concerned shall be deemed to constitute a study programme. Flights taken within Europe shall not be included in the study programme time.

An adequate rest period shall be ensured for the clerical employee if the return from a study trip to the employee's home district occurs on the night preceding a working day. A rest period of not less than 10 hours before the start of the next working shift shall be deemed sufficient. An effort should be made to agree on the rest period before the journey begins.

## **Section 5 Special assignments**

A clerical employee who is engaged in special duties, who temporarily performs the duties of a tour leader, or who serves as a representative of the enterprise organising the journey with respect to other journey participants, shall be governed by the official journey regulations of this application protocol. Any other benefits in such cases shall be separately negotiated between the employer and the clerical employee.

## **Section 6 Application of the travelling regulation in individual cases**

The travelling regulation or other employer guidelines shall clearly specify that the clerical employee shall be notified of the manner in which the travelling regulation will apply to the journey in question on being assigned to a journey or when the journey is agreed with the clerical employee.

## **Section 7 Validity period**

This protocol has been drawn up in two verbally equivalent copies and shall have the same force and binding character as the collective agreement signed on this day.

Helsinki, 21 June 2010

Employers' Association of the Special Branches – ET

Finnish Transport Workers' Union – AKT

Finnish Transport Workers' Union – AKT / Tourism Services  
Section – MAILI

# **13. PROTOCOL ON INDIVIDUAL WORKING TIME, Appendix 2**

## **Section 1 Purpose of individual working time**

1. Yksilöllisen työajan tarkoituksena on mahdollistaa työehtosopimuksen 9 §:n säännöllistä työaika koskevasta määräyksestä poikkeavat työajat.
2. Yksilöllinen työaika perustuu todelliseen vapaaehtoisuuteen.

## **Section 2 Individual working time agreement**

1. An agreement between the employer and the clerical employee is required for individual working time. An agreement on individual working time must be voluntary, and requires that the establishment for which the clerical employee is hired already applies individual working time at the time of the said hiring, or that the employer at an establishment applying conventional working time explains the meaning of individual working time to the clerical employee when preparing the employment contract.
2. The agreement shall be concluded in writing using a working time agreement model drafted jointly by the federations.

An agreement on individual working time shall stipulate the hours during which the clerical employee may be required to work.

3. New clerical employees shall fall within the scope of conventional working time scheduling unless they have agreed otherwise. A clerical employee who has agreed on individual working time shall be entitled to return to a conventional working time format after the individual working time has ended.
4. With the consent of the clerical employee, a shop steward shall be entitled to examine a working time agreement that has been concluded.

## **Section 3 Duration of agreement**

1. An agreement may be concluded for a fixed period not exceeding one year, or until further notice.
2. Individual working time concluded for a fixed period shall expire without notice when the said period ends.
3. An agreement on individual working time may be terminated at two months' notice on pressing grounds. The individual working time shall nevertheless continue until the end of the current averaging period at the end of the period of notice.

## **Section 4 Working hours**

1. An enterprise and a clerical employee shall agree on the average working hours. The clerical employee shall have an average of no more than 5 working days in a calendar week. The averaging period in this respect shall be four weeks.
2. Average working hours shall not be agreed to exceed 40 hours per week.
3. Working hours under a shift list shall not exceed 10 hours per day and 48 hours per week.
4. Individual working time shall be balanced to the agreed average working time over a period not exceeding three months. A longer averaging period not exceeding 12 months shall nevertheless be possible where separately agreed, and shall chiefly be applied in special circumstances when the summer period or studies call for whole-year planning of working time.

## **Section 5 Plan of working hours and shift lists**

1. A plan of working hours shall be prepared for the entire averaging period when agreeing on individual working time. The main principles governing scheduling of hours of work during the averaging period shall be agreed at this time.

2. The employer shall draw up a precise shift list for a period of not less than four weeks. The employee shall be notified of the shift list no later than one week before it takes effect. A list that has been announced may not be modified except by agreement.

## **Section 6 Remuneration**

1. Salary shall be determined in proportion to the agreed average working time and to the working hours specified in paragraph 1 of section 9 of the collective agreement.

Salary refers to the scale salary of the clerical employee including any bonuses.

## **Section 7 Additional work and overtime**

1. If the average working time agreed in a working time agreement is 38 hours per week or more, then any work exceeding the shift list shall be eligible for overtime compensation.

2. If the agreed average working time is less than 38 hours per week and less than the maximum working time applicable at the enterprise, then overtime shall be any work that is done in addition to 7 hours and 30 minutes or to a longer period of regular working hours in accordance with the work shift list.

Any work in excess of the work shift list that does not exceed 7 hours and 30 minutes per day shall be additional work.

3. A clerical employee shall be entitled to decline overtime and additional work.

## **Section 8 Bonuses for morning, evening, night and Saturday work**

The following bonus for regular working hours shall be paid as of 1 July 2010 to a clerical employee who has concluded an individual working time agreement:

1. A morning and evening work bonus of EUR 4.44 per hour for regular work done between 06.00 and 08.00, and between 17.00 and 22.00 (16.00 and 22.00 on the eve of public holidays).
2. A night work (22.00 to 06.00) and Saturday bonus of EUR 5.43 per hour.

## **Section 9 Meals**

1. A clerical employee shall be entitled to a luncheon voucher on shorter working days when balancing working hours.

## **Section 10 Effect of days off on individual working time**

1. Weekday public holidays falling on an ordinary weekday other than Saturday, days off under the collective agreement and days of annual holiday shall reduce the working time of an averaging period by the average daily working hours of the said period.
2. If annual holiday or a day off under the collective agreement is agreed after confirming the shift list, then these shall reduce working time in accordance with the shift list.

## **Section 11 Other terms and conditions of employment**

1. The other terms and conditions of employment of a clerical employee on individual working time shall be determined in the same way as for other clerical employees in the sector.

## **Section 12 Local collective bargaining**

1. Provisions extending but not conflicting with this protocol may be negotiated locally between the employer and the shop steward.

## **Section 13 Validity of protocol**

1. This protocol, which has the same force and binding character as a collective agreement, shall be in force in the same way as the collective agreement for the sector.

Helsinki, 21 June 2010

Employers' Association of the Special Branches – ET

Finnish Transport Workers' Union – AKT

Finnish Transport Workers' Union – AKT / Tourism Services

Section – MAILI

## **14. RIGHTS OF SHOP STEWARDS AND LABOUR PROTECTION DELEGATES, Appendix 3**

### **Section 14 Information to be provided to a shop steward**

The shop steward shall be provided with all of the information that is pertinent to resolving any case of confusion or difference of opinion concerning the salary of an employee or the application of legislation or agreements to an employment relationship.

The competent shop steward shall be entitled to receive the following information on the employees of the enterprise in writing or in some other appropriate manner:

Concerning all employees:

the forenames and surnames, workplace and organisational department at least once a year, the number of full and part-time employees twice annually, and the number of temporary staff that have worked over a half-year period.

Concerning new employees:

the forenames and surnames, date of entering service, workplace or department, duties and salary scale, and details of temporary employees and the agreed duration of employment at three-monthly intervals. A new employee shall be advised of the identity of the shop steward for the office or establishment at the time of recruitment. The contact details of the shop steward(s) elected at the enterprise shall also be made available via the in-house information system (e.g. intranet).

A shop steward shall be furnished on request with an account of the type of information that is collected in the course of recruitment.

The shop steward shall be entitled to examine the register of emergency and overtime work and of the bonuses paid for such work.

The shop steward must maintain the confidentiality of the information received in order to perform the duties of shop steward.

## **Section 2 Storage facilities**

Having regard to conditions at the workplace, a shop steward shall be provided with adequate facilities for storing the documents required by the shop steward and shall be entitled where necessary to use the appropriate office premises and ordinary office equipment (including e-mail) that are administered by the employer.

## **Section 3 Training**

A shop steward shall be entitled to participate in training insofar as this has been agreed between the federations.

## **Section 4 Negotiating procedure**

Employees shall immediately consult their supervisors when questions arise concerning their remuneration or terms and conditions of employment.

A question that is not resolved directly with the supervisor may be submitted for settlement by negotiation between the employer and the shop steward. If the matter is not thereby settled, then the said shop steward may submit it to the chief shop steward.

If a dispute arising at a workplace cannot be settled locally, then the negotiating procedure under the collective agreement shall be followed.

## **Section 5 Labour protection delegate and labour protection commission**

A labour protection delegate and two deputy delegates shall be elected by the staff of any workplace with a regular staff of no fewer than 10 employees. The staff shall also be entitled to elect the foregoing delegates for smaller workplaces. The labour protection delegate shall represent the staff in matters of health and safety at work

The employer shall procure the legislation and other labour protection regulations and guidelines that are required for the labour protection delegate to discharge this function. These documents shall also be procured as required for use by other labour protection organs as jointly determined by the labour protection commission.

The employer shall arrange a place where the labour protection delegate may keep the documents and office materials that are required for discharging the duties of the said representative. The labour protection delegate shall be entitled to use the telephone and other office equipment that are required for communication for the purpose of administering labour protection affairs.

The employer shall also arrange appropriate premises and office equipment for the labour protection delegate where so warranted by the size and nature of the workplace and the scale of the delegate's duties.

A labour protection delegate shall be entitled to adequate job release in order to discharge the duties involved in labour protection.

A labour protection commission shall be appointed at each enterprise where no fewer than 20 people work at one or more establishments in the same district, whereupon a single workplace shall be formed.

The membership of the labour protection commission shall be no fewer than four clerical employees if the total number of clerical employees at the workplace is 20 or more.

In the event that an enterprise has more than one labour protection commission, a joint central commission with members elected from the various commissions may be established by local agreement.

The labour protection regulations of the inter-federation co-operation agreement shall apply in other respects.

## **15. SAVED LEAVE IN THE TRAVEL AGENCY SECTOR, Appendix 4**

### **Principles and purpose of the system**

The inter-federation agreement has been concluded in accordance with the enabling provisions in section 16 of the Annual Holidays (Amendment) Act<sup>x1</sup>.

The saved leave system establishes a format for broader scheduling of annual holidays. The aim is to enable longer periods of time off during the career of a clerical employee and thereby to facilitate maintenance of working capacity and self-improvement. It is the common view of the federations that saved leave should be viewed in a favourable light if its use causes no significant inconvenience to the operations of an enterprise or business unit.

It is a condition of implementing saved leave that the clerical employee has more than 18 ordinary weekdays of annual holiday and that a saving plan is agreed between the employer and the clerical employee. The leave may be used for any purpose chosen by the clerical employee. There is no need for the clerical employee to explain the reason for taking leave to the employer.

### **Agreement on saved leave**

A clerical employee and the employer may agree that the clerical employee will save all or part of any annual holiday exceeding 18 ordinary weekdays. The leave may be taken no sooner than in the calendar year following the time of beginning saving and no later than after five calendar years. The portion of leave to be saved must be not less than two days of holiday per saving year. The saving portion may comprise days of annual holiday, holiday bonus converted into days of holiday, and other days off as separately agreed at each enterprise. No more than 10 days of overtime with associated bonus time may be saved during a calendar year.

Days of holiday shall be treated as ordinary weekdays in accordance with the Annual Holidays Act<sup>ix</sup> when taking saved leave. Holiday bonus converted into days of holiday shall also be treated in this way. This means that Saturday is counted as an ordinary weekday when granting leave. The days off to be saved shall correspond to working days.

The clerical employee and the employer shall agree a saving plan when saving begins. This agreement shall be concluded using the form agreed by the federations and appended to the collective agreement.

An agreement on saved leave may be precise or more general. A general saving plan should be specified annually by no later than 2 May.

A precise agreement will set out the proportions saved annually, and the time and duration of any sabbatical. The attached form provides an example of a specified agreement of this kind.

Saved leave shall be taken as a continuous period and may be combined with the annual holiday of the year when it is taken. The annual holiday and holiday bonus saving for the following year may also be combined with the same period of time off.

A more general agreement will provisionally stipulate the saving plan. The duration and time of taking saved leave may be left

undecided. The proportions of leave saved will then be ascertained annually. A provisional statement of the saving time, and of the duration and time of taking saved leave should also be made in such cases.

### **Practical impediments and restrictions with respect to taking saved leave**

The working and transfer arrangements caused by saved leave must be planned at the earliest opportunity. An order of priority will have to be settled if several people in a unit are going on leave and the leaves would be scheduled for the same time. Priority in such cases should be given to clerical employees with longer service and should also allow for the reason why the leave is taken (e.g. studies that can only occur at a certain time). Other principles governing the order of priority may also be agreed for the individual enterprise.

If it is not possible to take the saved leave in the agreed manner, then the parties shall endeavour to agree that it will be taken at some other time.

A saving plan may be modified where so agreed by the parties or where there is some other justified reason for so doing, such as changes in the circumstances of the clerical employee or the enterprise.

### **Character of saved leave**

Saved leave shall be governed by the Annual Holidays Act<sup>ix</sup>.

If the incapacity to work of a clerical employee begins during a period of saved leave and continues for more than seven days, then any period of continued incapacity to work thereafter shall not be counted as saved leave if the clerical employee so requires. In such cases the clerical employee and the employer shall agree on rescheduling of the saved leave that was converted into a period of incapacity to work, or on monetary compensation for the said leave.

The procedure governing annual holiday shall apply in the event that the clerical employee falls ill before the saved leave commences. With respect to the incapacity to work, the leave shall

then be deferred to a later time or monetary compensation shall be paid.

If a clerical employee takes leave arising from childbirth before or during saved leave, then the leave shall either be deferred to a later time or monetary compensation shall be paid.

The taking of saved leave shall not diminish any benefits of the clerical employee based on the collective agreement or on local custom and practice. Future annual holiday shall accrue normally during saved leave. Saved leave shall likewise confer entitlement to seniority bonuses.

Monetary compensation shall be paid for all or part of saved leave if the employment of a clerical employee ends before the leave commences or during the leave so that the clerical employee cannot take the saved leave or part thereof. Saved leave may be interrupted if the clerical employee and the employer so agree, or if interruption or the payment of monetary compensation are warranted due to unforeseen circumstances. The interruption shall be subject to not less than one month's notice unless the employer and the clerical employee otherwise agree.

### **Local agreement**

The employer and the shop steward may negotiate on local applications of saved leave for an individual enterprise.

### **Return to work after saved leave**

A clerical employee shall be entitled to return to the same work as before following saved leave in the same way as in the case of maternity, paternity or parental leave or child care leave.

## **16. TRAINING AGREEMENT, Appendix 5**

### **Section 1 Trade union training**

#### **Training task force**

1. An inter-federation training task force has been appointed for trade union training under this agreement.
2. The task force shall approve courses falling within the scope of employer subsidies as follows:
  - a jointly verified educational need is a condition of approval,
  - courses are approved for a calendar year at a time,
  - courses may be approved during the calendar year when necessary,
  - before approval the task force shall be furnished with an account of the goals, syllabus, time and place of organisation and target group of the course,
  - the approved courses must also include courses lasting less than a week and local courses.
3. The federations shall announce the courses no later than two months before the first course begins.
4. The task force may be involved in monitoring course teaching.

#### **Right to participate**

5. A staff representative may take part, with no break in employment, in a course of no longer than 2 weeks that has been approved by the training task force if this causes no substantial inconvenience for the enterprise.

6. A staff representative may participate in:

- one course during the year
- all modules of a multi-module course during the year where the total length of the course does not exceed 2 weeks
- one course of the same content over a three-year period (reckoned from the end of the last course of the same content)

### **Duty of notification**

7. An employee shall announce participation in a course at the earliest opportunity.

Courses lasting for no longer than one week shall be announced no later than three weeks before the course begins.

8. The employer shall notify the staff representative no later than 10 days before a course begins of any reason why participation in the course would cause substantial inconvenience to the enterprise.

### **Labour protection training**

9. Efforts shall be made to provide federation labour protection training to labour protection delegates in particular.

### **Compensations**

10. A shop steward and a labour protection delegate may take part in courses approved by the training task force with no loss of earnings.

11. A shop steward shall be compensated for no more than 2 weeks of lost earnings and a labour protection delegate shall be compensated for no more than 1 week of lost earnings, provided that the course is associated with the participant's co-operation duties in the enterprise.

12. Compensation for lost earnings shall be based on the employee's basic salary.

No compensation shall be paid for evening and night work bonuses or any other hourly bonuses.

Compensation shall be paid for monthly bonuses.

### **Other benefits**

13. Participation in training under this section shall not reduce annual holiday, pension or comparable benefits.

### **Section 2 Joint training**

1. Joint training shall generally be provided at individual enterprises.

2. Participation in training shall be agreed between the employer and the employee or shop steward, or in some other locally agreed manner.

3. Examples of joint training include:

- joint training that is required by a co-operation agreement
- training associated with participation systems
- introductory and special courses arranged by the enterprise or by the Centre for Occupational Safety (TTK) that are necessary for labour protection co-operation.

4. The compensations shall be governed by section 3.

### **Section 3 Vocational further and supplementary training and retraining**

1. The employer shall defray the costs of training and any loss of earnings when providing vocational training for the employee or sending the employee to vocational training events.
2. Compensation for lost earnings from regular working hours reckoned according to the employee's basic salary.

No compensation shall be paid for evening and night work bonuses or other hourly bonuses.

Compensation shall be paid for monthly bonuses.

Compensation for travelling costs shall be reckoned in accordance with the cheapest form of transport.

3. If training takes place outside of working hours, then the employee shall be compensated for the direct costs of this training.
4. The question of whether training falls within the scope of this section shall be settled before enrolling for the training.

### **Section 4 Validity**

This agreement shall remain in force indefinitely, subject to 3 months' notice of termination.

Helsinki, 21 June 2010

Employers' Association of the Special Branches – ET

Finnish Transport Workers' Union – AKT

Finnish Transport Workers' Union – AKT / Tourism Services  
Section – MAILI

# 17. PROTOCOL ON DISTANCE WORKING, Appendix 6

Section 1: This protocol is based on the distance working guidelines of the confederation.

Section 2: An agreement may be concluded on distance working. The employer and employee may agree on distance working when concluding the employment contract or at a later time during the employment.

Section 3: The terms and conditions of distance working shall be agreed in writing in accordance with the standard distance working contract drafted jointly by the federations.

Section 4: At least the following matters shall be agreed before the transition to distance working:

## Duration

- temporary or until further notice
- an agreement concluded until further notice must stipulate when the other party is to be notified of the termination of distance working

## Procurement and servicing of working equipment and compensation for data communication costs

- the employer shall ordinarily procure and service the working equipment
- special arrangements may be required to secure the distance working link
- an agreement shall be reached concerning the employee's right to use hardware owned by the employer for private purposes

## Organisation of working

- the volume of work of a distance worker shall be the same as the corresponding volume of work of a similar employee working on the employer's premises
- overtime compensation shall be paid for any overtime worked
- the identity of the liaison person of a distance worker at the workplace in matters of employment and duties shall be settled

#### Compensation for travelling expenses

- it is a general principle that no compensation is paid for ordinary journeys between the home and the workplace
- the agreement shall specify the employee's workplace proper

Section 6: This protocol, which has the same force and binding character as a collective agreement, shall be in force in the same way as the collective agreement for the sector.

Helsinki, 21 June 2010

Employers' Association of the Special Branches – ET

Finnish Transport Workers' Union – AKT

Finnish Transport Workers' Union – AKT / Tourism Services Section  
– MAILI

## 18. AGREEMENT ON DISTANCE WORKING, Appendix 7

<b>The parties</b>	The employer / employer's representative	
	The clerical employee Identity number	
<b>Duration of agreement</b>	1. Indefinitely, as of ____ . ____ . ____	
	2. For a fixed period, ending on the ____ day of _____	
<b>The distance working agreement is</b>	1. <input type="checkbox"/> Full-time	
	2. <input type="checkbox"/> Part-time, for ____ hours / ____ days per week	
	3. <input type="checkbox"/> in effect when the organisation of work so requires	
	4. <input type="checkbox"/> in effect for other reasons as follows:	
<b>Organisation of work</b>	The workplace proper of the clerical employee when engaged in distance working shall be	
	_____	
	The daily volume of work of the clerical employee when engaged in distance working is the same as the corresponding volume of work of a similar employee working on the employer's premises.	
	A separate agreement concerning any overtime shall be concluded on each occasion before the overtime is worked. Compensation for overtime worked shall comply with the collective agreement where agreed.	
<b>Liaison person</b>		
<b>Working equipment</b>	The employer shall procure the equipment that is currently required by the clerical employee in order to engage in distance working and shall be liable for servicing this equipment.	
	The employer shall also be liable for the data communications link that is required for distance working and for the associated data security arrangements.	
	Employee's right to use distance working equipment owned by the employer for private purposes: <input type="checkbox"/> entitled to private use; <input type="checkbox"/> not entitled to private use.	
<b>Travel expenses</b>	The employer shall pay compensation for travelling costs incurred in distance working in accordance with Appendix 1 of the collective agreement. No compensation shall be paid for ordinary journeys between home and the workplace proper.	
<b>Period of notice</b>	This agreement may be terminated by serving the other party with notice of termination ____ months before the termination takes effect.	
<b>Place and date</b>		
<b>Signatures</b>	Employer's representative	Clerical employee

# 19. EMPLOYMENT CONTRACT, Appendix 8

<b>Työsopimus</b> Matkatoimistot	
1. Työsuhteen osapuolet	<b>Työnantaja</b> _____ <b>Koti- tai liikepaikka</b> _____
	<b>Toimihenkilö</b> _____ <b>Henkilötunnus</b> _____
	Yllä mainittu toimihenkilö sitoutuu korvausta vastaan tekemään työtä yllämainitulle työnantajalle tämän johdon ja valvonnan alaisena ja seuraavin ehdoin
2. Työsopimuksen voimassaolo	Työsuhteen alkamispäivä _____ Työsuhde on voimassa: _____ <input type="checkbox"/> Toistaiseksi <input type="checkbox"/> Määräajan _____ asti <input type="checkbox"/> Kunnes: _____ Määräaikaisuuden peruste _____ <input type="checkbox"/> Lisäselvitys liitteessä nro _____
3. Koeaika	Työsuhteen alkamispäivästä lukien noudatetaan _____ kuukauden koeaikaa (Enintään 4 kk), jonka kuluessa tämä sopimus voidaan molemmin puolin purkaa irtisanomisaikaa noudattamatta
4. Työpaikka ja lähin esimies	Työpaikka (osasto ja toimipiste): _____ Esimies: _____
5. Työaika sekä lisä- ja ylityöt	Työaika keskimäärin enintään: _____ <input type="checkbox"/> 8h / vrk ja 38h <input type="checkbox"/> Muu: _____ Lisä- ja ylityön teettämisestä ja korvaamisesta noudatetaan lain ja työehtosopimuksen määräyksiä
6. Työtehtävä	Tehtävänimike (myös harjoittelijoista): _____ Tehtävä: _____ Mahdollinen harjoitteluaika (enintään 1 vuosi): _____
7. Palkkaus	Työsuhteen alussa toimihenkilön palkka määräytyy seuraavasti: Palkkaryhmä:      Vuosiporras:      Kalleusluokka: <input type="checkbox"/> A. <input type="checkbox"/> B. <input type="checkbox"/> Harj <input type="checkbox"/> 6. vuosi <input type="checkbox"/> Helsinki <input type="checkbox"/> C. <input type="checkbox"/> C+ <input type="checkbox"/> 1. vuosi <input type="checkbox"/> 8. vuosi <input type="checkbox"/> I <input type="checkbox"/> D. <input type="checkbox"/> D+ <input type="checkbox"/> 2. vuosi <input type="checkbox"/> 11. vuosi <input type="checkbox"/> I I <input type="checkbox"/> Yläp. <input type="checkbox"/> 4. vuosi <input type="checkbox"/> 15. vuosi Palkan määrä € / kk tai h _____
8. Noudatettava työehtosopimus	Työsuhteessa noudatetaan puolin ja toisin palkka- ja muiden työehtojen osalta voimassa olevia lakeja ja alan työehtosopimusta siltä osin kuin tässä sopimuksessa ei ole sovittu toimihenkilölle paremmista ehdoista
9. Muut ehdot (Mahd. luontaisedut, vuosiloma järjestelyt, irtisanomisaika, yms.)	Poikkeavat ehdot: _____ _____ _____ _____
10 Päiväys ja allekirjoitus	Tätä sopimusta on tehty kaksi yhtäpitävää kappaletta, joista yksi annetaan toimihenkilölle ja yksi jää työnantajalle. Paikka: _____ Aika: _____ Työnantajan edustajan allekirjoitus _____ Toimihenkilön allekirjoitus _____

# 20. AGREEMENT ON INDIVIDUAL WORKING TIME, Appendix 9

## Sopimus yksilöllisestä työajasta

Yksilöllisestä työajasta sovitaan tällä lomakkeella työehtosopimuksen, liittojen välisten yksilöllisen työajan pöytäkirjan ja mahdollisesti sovittujen yrityskohtaistensovellusten mukaisesti	
<b>Sopijapuolet:</b> Työnantaja: _____ Toimihenkilö: _____ Toimihenkilön syntymäaika: _____	
<b>Sopimuksen voimassaolo:</b> 1. Määräajan _____ 2. Määräajan _____ kuukautta _____ 3. Toistaiseksi _____ lukien	
<b>Keskimääräinen työaika</b> _____ tuntia / viikko	
<b>Palkka</b> Palkka määräytyy keskimääräisen työajan ja 38 tunnin viikkotyöajansuhteesta. Palkan suuruus on yksilöllisen työajan alussa _____ € / kuukausi	
<b>Tasoittumisjakson pituus:</b>	
<b>Työaikasuunnitelma:</b> Työaika sijoitetaan seuraavien periaatteiden mukaisesti: _____ _____ _____	
<b>Paikka ja päiväys:</b> _____	
<b>Työnantajan edustajan allekirjoitus</b>	<b>Toimihenkilön allekirjoitus</b>
_____	_____

Tätä sopimusta on tehty kaksi yhtäpitävää kappaletta, joista yksi jää työnantajalle ja toinen toimihenkilölle.

© Matkailun ammattiliitto - Maili ry

# 21. AGREEMENT ON SAVED LEAVE, Appendix 10

## Säästövapaasopimus

<b>Sopijapuolet</b>	Työnantajan edustaja				
	Toimihenkilö		Henkilötunnus		
<b>Taustatiedot</b>	Työsuhteen alkamispäivä:	Säästämissuunnitelma:			
	Vuosilomaoikeus: _____ pv / Vuosi	<input type="checkbox"/> Alustava	<input type="checkbox"/> Kiinteä		
Alustava ( valkoisella pohjalla )			Toteutunut ( harmaalla pohjalla )		
	Vuosiloma	Lomaraha	Muut sovitut päivät	Yht	
<b>1. vuosi</b>					
<b>2. vuosi</b>					
<b>3. vuosi</b>					
<b>4. vuosi</b>					
<b>5. vuosi</b>					
<b>Toteutunut yht:</b>					
<p>Vapaata säästetään vuosien _____ - _____ välisenä aikana.</p> <p>Niiden vuosien osalta, joilta ei ole laadittu säästämissuunnitelmaa, osapuolten tulisi laatia se kunakin vuonna 2. toukokuuta mennessä. Tehtyyn säästämissuunnitelmaan voidaan tehdä muutoksia sovittaessa tai perustellusta syystä, jolloin muutos on yhdessä todettava hyvissä ajoin.</p>					
<p><b>Säästövapaan käyttö:</b></p> <p>Loma sovittu pidettäväksi _____ - _____ välisenä aikana.</p> <p>Työnantaja pitää säästetyistä päivistä erillistä kirjanpitoa.</p> <p>Mikäli työsuhde päättyy, ennen vapaan pitämistä, korvataan pitämättömät vapaat.</p>					
<b>Päiväys ja allekirjoitukset:</b>	Paikka:		Päiväys:		
Työnantajan edustajan allekirjoitus:			Toimihenkilön allekirjoitus:		

Tätä sopimusta on tehty kaksi yhtäpitävää kappaletta, joista yksi jää työnantajalle ja yksi annetaan toimihenkilölle.

## **22. SCHEME FOR EMPLOYMENT AND FOR EMPLOYEE SECURITY IN ENTERPRISE DOWNSIZING, Appendix 11**

The new scheme formulated between the employer, the employees and the employment authorities seeks to improve co-operation and find work for employees with optimal dispatch.

### **Procedure for co-operation and termination of employment**

The employer shall present an action plan at the start of any co-operation negotiations that affect at least 10 employees. The contents of this plan shall be negotiated with staff representatives. The plan shall set out the manner and procedure for negotiating, the envisaged timetable, and the intended principles for action during the period of notice with respect to job seeking, training and the use of labour administration services. The plan shall allow for current norms regarding the procedure for workforce downsizing. If the co-operation negotiations affect fewer than 10 employees, then the co-operation procedure shall involve presenting intended principles for action during the period of notice with respect to job seeking, training and the use of labour administration services.

Negotiations on the contents of the action plan shall not be prevented by the restriction that prevents the consideration of alternatives to dismissal from beginning, in co-operation negotiations arising from large scale dismissals, no sooner than after seven days have elapsed following the consideration of grounds and impacts.

The necessary amendments to the staff plan shall also be considered at the time of the co-operation procedure concerning a planned reduction.

The employer and the employment authority shall jointly review the necessary public employment services without delay when a co-operation procedure or small enterprise dismissal procedure has begun. Efforts shall be made with the employment authority to agree on the type of services to be provided, on the timetable for their execution, and on co-operation in their implementation. The staff representatives shall participate in the co-operation.

The employment programme and its implementation during the period of notice

The employer shall be required to advise the employee of the right to an employment programme and increased training subsidies.

The employer shall notify the employment authority of dismissals due to redundancy if a dismissed employee has a working history of not less than three years. The duty of notification shall also apply when terminating the employment of a temporary employee whose employment has comprised one continuous period of temporary employment, or several such periods with only brief interruptions, totalling not less than three years with the same employer. With the employee's consent, the employer shall be required to advise the employment authorities of the employee's education, work experience and duties at work immediately after the employee is dismissed. Where so agreed, the employer shall also be otherwise involved in preparing the employment programme.

The employee shall be given an opportunity to take part in preparing the employment programme. The employment programme may be supplemented at a later date as necessary.

Unless otherwise agreed following the dismissal, the employee shall be entitled to time off without loss of earnings in order to participate, during the period of notice, in preparing the employment programme, spontaneous or officially motivated jobseeking and job interviews, redeployment training, on-the-job training and industrial training, or employment policy training according to the individual employment programme. The length of the said time off shall depend on the duration of employment as follows:

1) up to 5 days if the employee's period of notice is no more than one month;

2) up to 10 days if the employee's period of notice is more than one month but no more than four months;

3) up to 20 days if the employee's period of notice is more than four months.

It shall also be a condition that the time off causes no substantial difficulties for the employer.

The employee shall notify the employer of the time off without delay and shall present a reliable account of the reasons for the time off when so requested.

## 23. DISTRICT WEIGHTING BY COST OF LIVING

General cost of living classification of districts confirmed by the Council of State

<b>District</b>	<b>Cost of living class</b>	<b>District</b>	<b>Cost of living class</b>
Enontekiö	I	Oulu	I
Espoo	I	Pelkosenniemi	I
Helsinki	I	Pello	I
Houtskari	I	Posio	I
Hyrnsalmi	I	Ranua	I
Hyvinkää	I	Ristijärvi	I
Hämeenlinna	I	Rovaniemen mlk	I
Inari	I	Rovaniemi	I
Iniö	I	Salla	I
Joensuu	I	Savukoski	I
Jyväskylä	I	Simo	I
Järvenpää	I	Sodankylä	I
Kauniainen	I	Tampere	I
Kemi	I	Tervola	I
Kemijärvi	I	Tornio	I
Keminmaa	I	Utsjoki	I
Kerava	I	Vaasa	I
Kirkkonummi	I	Vantaa	I
Kittilä	I	Ylitornio	I
Kolari	I		
Korppoo	I		
Kuhmo	I		
Kuivaniemi	I		
Kuopio	I		
Kuusamo	I		
Muonio	I		
Nauvo	I		

All other districts are in cost of living class II except the districts of the Åland Islands in cost of living class I.

## Reprinting prohibited

- 
- <sup>i</sup> *Työsopimuslaki*, no. 55 of 2001.
  - <sup>ii</sup> The Enforcement Act (*ulosottolaki*, no. 37 of 1895) was repealed on 1 January 2008 by a new Enforcement Code (*ulosottokaari*, no. 705 of 2007).
  - <sup>iii</sup> *Laki yhteistoiminnasta yrityksissä*, no. 334 of 2007.
  - <sup>iv</sup> *Työaikalaki*, no. 605 of 1996.
  - <sup>v</sup> *Sairausvakuutuslaki*, no. 1224 of 2004.
  - <sup>vi</sup> *Tapaturmavakuutuslaki*, no. 608 of 1948.
  - <sup>vii</sup> *Työntekijän eläkelaki*, no. 395 of 2006.
  - <sup>viii</sup> *Liikennevakuutuslaki*, no. 279 of 1959.
  - <sup>ix</sup> *Vuosilomalaki*, no. 162 of 2005.
  - <sup>x</sup> *Työehtosopimuslaki*, no. 436 of 1946.
  - <sup>xi</sup> *Laki vuosilomalain muuttamisesta*, no. 530 of 1991.