



Collective Agreement for Travel Agencies

1.2.2017–30.4.2021

Palvelualojen Työnantajat PALTA ry

and

Auto- ja Kuljetusalan Työntekijäliitto AKT ry
Maili ry

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SIGNATURE PROTOCOL

1. Term of agreement

It was found that that on 12 January 2017, a new negotiating result of the collective agreement for travel agencies was reached between the contractual parties.

It was agreed that the protocol will be reviewed by email and the protocol will then be signed.

The agreement term is 01/02/2017-30/4/2021.

Both parties may terminate the collective agreement in writing as follows:

- No later than 30 November 2018 to end on 31 January 2019, in which case the salary increases and text changes to enter in to force on 1 February 2019 or later as agreed by the parties in this negotiating result, will become invalid.
- No later than 30/11/2019 to end on 31/01/2020, in which case the salary increases and text changes to enter in to force on 01/02/2020 or later as agreed by the parties in this negotiating result, will become invalid.

2. Salary solution

2.1. Year 2017

The collective agreement's general increase of salaries in 2017 is zero in accordance with other concluded collective agreement solutions.

2.2. Year 2018

Salaries are increased on 01/02/2018 or from the beginning of the following pay period with a general increase, which amount will be determined by 31/12/2017 with the following calculation model.

The general increase percentage shall be calculated as a mathematical average of the general increases of the following comparable sectors' collective agreements that have been known by 31/12/12/2017 and implemented/implementable during the period 1/11/2017 - 31/10/2018, taking into account the durations of the general increase periods:

- Collective agreement for the technology industries' employees (Metalworkers' Union and Federation of Finnish Technology Industries),
- Collective agreement for basic chemical industry (Industrial Union TEAM and Chemical Industry Federation of Finland),
- Collective agreement for workers in the mechanical forest industry (Woodworkers' Union, Metalworkers' Union, Electrical Workers' Union and Finnish Forest Industries Federation)

- Collective agreement for the paper industry (Paperworkers' Union and Finnish Forest Industries Federation)

If the above trade associations merge, it shall have no effect on the previously mentioned section.

If the negotiating result for an individual sector is missing for the period on 31/12/2017 or if the general increase of an individual sector is zero or negative, it shall be excluded from the calculation when calculating the general increase on 1/2/2018.

If, by 31/12/2017, any comparable sector has not reached a negotiating solution, the parties shall agree on possible changes of the review times and the implementation time and method of salary reviews.

The cost impact of the comparable sectors' general increases shall be deducted as a percentage, where such sector has, for example, agreed on structural texts/changes of its collective agreement. The exclusion of such "structural" salary increases shall be mutually agreed.

The general increase percentage obtained as a result of the above calculation model shall be converted in to euros according to mathematical rounding rules by using the latest common STA value of salary statistics' travel agency employees (in September 2015 this was 2,999€/month). Table salaries shall be increased by the amount of the general increase from the time of the general increase. The morning, evening, night and Saturday bonuses and the staff representatives' reimbursements referred to in the collective agreement shall be increased with the above increase percentage, by rounding to full cents in accordance with mathematical rounding rules.

If the unions cannot reach agreement on the amount of the general increase by 31/12/2017, a board of arbitration shall be appointed to settle the dispute at the initiative of either party, to which both parties shall appoint one member and shall convene a conciliator general as the chairman. The board must provide its settlement by 15/1/2018.

2.3. Year 2019

Salaries are increased on 01/02/2019 or rather from the beginning of the following pay period with a general increase, which amount will be determined by 31/12/2018 with the following calculation model.

The general increase percentage shall be calculated as a mathematical average of the general increases of the following comparable sectors' collective agreements that have been known by 31/12/2018 and implemented/implementable during the period 01/11/2018 - 31/10/2019, taking into account the durations of the general increase periods:

- Collective agreement for the technology industries' employees (Metalworkers' Union and Federation of Finnish Technology Industries),
- Collective agreement for basic chemical industry (Industrial Union TEAM and Chemical Industry Federation of Finland),

- Collective agreement for workers in the mechanical forest industry (Woodworkers' Union, Metalworkers' Union, Electrical Workers' Union and Finnish Forest Industries Federation)
- Collective agreement for the paper industry (Paperworkers' Union and Finnish Forest Industries Federation)

If the above trade associations merge, it shall have no effect on the previously mentioned section.

If the negotiating result for an individual sector is missing for the period on 31/12/2018 or if the general increase of an individual sector is zero or negative, it shall be excluded from the calculation when calculating the general increase on 01/02/2019.

If, by 31/12/2018, any comparable sector has not reached a negotiating solution, the parties shall agree on possible changes of the review times and the implementation time and method of salary reviews.

The cost impact of the comparable sectors' general increases shall be deducted as a percentage, where such sector has, for example, agreed on structural texts/changes of its collective agreement. The exclusion of such "structural" salary increases shall be mutually agreed.

The general increase percentage obtained as a result of the above calculation model shall be converted in to euros according to mathematical rounding rules by using the latest common STA value of salary statistics' travel agency employees (in September 2015 this was 2,999€/month). Table salaries shall be increased by the amount of the general increase from the time of the general increase. The morning, evening, night and Saturday bonuses and the staff representatives' reimbursements referred to in the collective agreement shall be increased with the above increase percentage, by rounding to full cents in accordance with mathematical rounding rules.

If the unions cannot reach agreement on the amount of the general increase by 31/12/2018, a board of arbitration shall be appointed to settle the dispute at the initiative of either party, to which both parties shall appoint one member and shall convene a conciliator general as the chairman. The board must provide its settlement by 15/01/2019.

2.4. Year 2020

Salaries are increased on 01/02/2020 or rather from the beginning of the following pay period with a general increase, which amount will be determined by 31/12/2019 with the following calculation model.

The general increase percentage shall be calculated as a mathematical average of the general increases of the following comparable sectors' collective agreements that have been known by 31/12/2019 and implemented/implementable during the period 01/11/2019 - 31/10/2020, taking into account the durations of the general increase periods:

- Collective agreement for the technology industries' employees (Metalworkers' Union and Federation of Finnish Technology Industries),
- Collective agreement for basic chemical industry (Industrial Union TEAM and Chemical Industry Federation of Finland),
- Collective agreement for workers in the mechanical forest industry (Woodworkers' Union, Metalworkers' Union, Electrical Workers' Union and Finnish Forest Industries Federation)
- Collective agreement for the paper industry (Paperworkers' Union and Finnish Forest Industries Federation)

If the above trade associations merge, it shall have no effect on the previously mentioned section.

The increase shall be made proportional for the period 1/2/2020 - 30/4/2021 (15 months).

If the negotiating result for an individual sector is missing for the period on 31/12/2019 or if the general increase of an individual sector is zero or negative, it shall be excluded from the calculation when calculating the general increase on 01/02/2020.

If, by 31/12/2019, any comparable sector has not reached a negotiating solution, the parties shall agree on possible changes of the review times and the implementation time and method of salary reviews.

The cost impact of the comparable sectors' general increases shall be deducted as a percentage, where such sector has, for example, agreed on structural texts/changes of its collective agreement. The exclusion of such "structural" salary increases shall be mutually agreed.

The general increase percentage obtained as a result of the above calculation model shall be converted in to euros according to mathematical rounding rules by using the latest common STA value of salary statistics' travel agency employees (in September 2015 this was 2,999€/month). Table salaries shall be increased by the amount of the general increase from the time of the general increase. The morning, evening, night and Saturday bonuses and the staff representatives' reimbursements referred to in the collective agreement shall be increased with the above increase percentage, by rounding to full cents in accordance with mathematical rounding rules.

If the unions cannot reach agreement on the amount of the general increase by 31/12/2019, a board of arbitration shall be appointed to settle the dispute at the initiative of either party, to which both parties shall appoint one member and shall convene a conciliator general as the chairman. The board must provide its settlement by 15/01/2020.

2.5. Working time working group's performance-linked salary increase

The parties shall appoint a working time working group, which has a 0.6% salary increase that is linked to performance. The increase shall be calculated by using the latest common STA value of salary statistics' travel agency employees (in September 2015 this was 2,999€/month) in such a way that the cost impact is 0.6% of the said figure.

If the working group reaches written agreement, the working group shall agree on, how and when the salary increase is payable and when the agreed working time changes shall take effect. If written agreement is not reached, the 0.6% increase shall not be paid.

3. Changes to the text

3.1. Collective agreement 4 §

Change 1st sentence 1/2/2020 to the form:

The probation period shall be determined in accordance with the valid legislation in force at any given time.

3.2. Collective agreement 28 §

The 2nd subsection shall be removed completely and the numbering shall be changed accordingly.

3.3. Salary agreement 13 §

The 2nd subsection is removed completely.

4. Working time working group

A working group is appointed to determine and review the collective agreement's provisions concerning working hours.

The term of the working group is 31/9/2018. If the working group reaches written agreement, the working group shall agree on, how and when the salary increase is payable and when the agreed working time changes shall take effect. If written agreement is not reached, the 0.6% increase shall not be paid.

5. Legislative changes

The Parties hereby note that the legislative changes (HE 211/2016) regarding change security, cooperation between the employer and staff, and occupational health care, which have entered into force on 1/1/2017 as agreed in the competitiveness agreement, shall also apply in the agreement sector of the collective agreement for travel agencies in accordance with the scope of legislation. Legislation is not part of the collective agreement.

Helsinki 31/1/2017

SERVICE SECTOR EMPLOYERS PALTA

TRANSPORT WORKER'S UNION AKT

COLLECTIVE AGREEMENT FOR TRAVEL AGENCIES

1. GENERAL REGULATIONS

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.

Protocol entry:

Independent office managers are defined in the pay agreement.

2 § Work management and allocation and the right of association

1. The employer has the right to manage and assign work, as well as to employ and dismiss clerical employees, regardless of whether they are associated.
2. The right of association is inviolable on both sides.

3 § Central organisation agreements

The current EK-SAK national labour and employer central organisation agreements shall be observed as part of this collective agreement insofar as their validity has been separately agreed, and the PALTA-AKT agreements shall apply except where otherwise stipulated herein. The following agreements are in force as of 31 October 2013:

PT(LTK)-SAK Cooperation Agreement 3/12/1997

PT-SAK Shop Steward Agreement 29/9/1995

EK-SAK recommendation on reducing the harm caused by alcohol and narcotics in the workplace

PT(LTK)-SAK Agreement on improving meals at workplaces 12/2/1976

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

2. EMPLOYMENT

4 § Conclusion of an employment contract and probation period

1. The employment contract of a new clerical employee may include a probation 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 probation period may last for no more than half of the agreed duration of employment.

From 1/2/2020, Subsection 1 shall be replaced by the following:

The probation period shall be determined in accordance with the valid legislation in force at any given time. 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 probation period may last for no more than half of the agreed duration of employment.

2. The employment contract shall be made in writing.

Protocol entry:

An employment contract template that has been jointly approved by the signatory organisations is attached to this collective agreement.

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 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.

Protocol entry:

The provisions of this section shall not apply to temporary transfers not exceeding one week arising from cases of acute illness and equivalent temporary absences.

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 justification must be mentioned in the employment contract.
3. The overall need for temporary clerical employees and the main principles governing their use shall be stipulated in the company's staffing plan.
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.

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 on a case-by-case basis.

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.
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 up to 5 years
 - 3 months, if the employment has continued for more than 5 but no more than 9 years,
 - 4 months, if the employment has continued for more than 9 but no more than 12 years,
 - 5 months, if the employment has continued for more than 12 but no more than 15 years and
 - 6 months, if the employment has continued for more 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 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 Chapter 2 Section 17 of the Employment Contracts Act and to the Enforcement Act.
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 set out in Chapter 8 Section 1 of the Employment Contracts Act.

Rescission of an employment contract during a probation period is governed by Chapter 4 Section 1 of the Employment Contracts 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.

8 § Layoff

1. A clerical employee may be laid off with 14 days' notice on the grounds set out in Chapter 5 Section 2 of the Employment Contracts Act.

Negotiations on layoffs shall be conducted between the employer and the shop steward after the employer has been found to have the need to be laid off.

2. A clerical employee who has been laid off may terminate the employment in the manner set out in Chapter 5 Section 7 of the Employment Contracts Act.
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 HOURS

9 § Working hours

1. Regular working hours shall not exceed 8 hours per day and 38 hours per week.
2. Regular working hours on weekdays shall begin no earlier than 08.00 and end no later than by 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 weekdays (Mon-Fri) may be agreed in employments that began on 1 April 2000 or thereafter.

As of 1/2/2016, the morning and evening work bonus is 4.76 €. As of 1/2/2016, the night and Saturday work bonus is 5.82 €.

3. Regular working hours shall nevertheless end at 16.00 on the eves of church festivals, Finnish Independence Day (6 December) and May Day Eve.
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 no less than half an hour, during which the clerical employee shall be entitled to leave the workplace. The rest period may be reduced or removed by local agreement.

Protocol entry:

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 the 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 probation period of a clerical employee.

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

Protocol entry:

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 Cooperation in Undertakings.

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 upon on-call duty outside regular working hours.

The compensation for on-duty time shall be agreed in advance. Salary, morning, evening, night and Saturday work bonuses, compensation for working on Sundays and public holidays, and an overtime bonus element, in accordance with the collective agreement, 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 Annex 6 hereto.

10 § Additional and overtime work in traditional working hours

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 actual event (the business component). The current travelling regulations of the enterprise shall also apply with respect to events that are arranged in other municipalities.

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% for the first two hours of daily overtime, and by 100% for subsequent hours.

The salary for weekly overtime shall be increased by 50% for the first eight hours and 100% 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% for the first two hours and 200% for subsequent hours.

5. An increase of 100% 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 begins 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 parties 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. The same tracking period may also apply when the opportunity for 80 additional overtime hours has been agreed at an enterprise.

4. ABSENCES

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:
 - less than 3 years, 28 days
 - at least 3 years but less than 5 years, 35 days
 - at least 5 years but less than 10 years, 42 days
 - more than 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 as follows:

- less than one month 50 % of the salary for the day of onset of illness and the following 7 weekdays
 - 1 – 3 months the salary for the day of onset of illness and the following 7 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, 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 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, the Employment Pensions Act, or the Motor Insurance Act shall be deducted from the sick leave salary.

If sick leave salary has been paid before any of the foregoing compensations as 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. If the employee is outside of Finland, when the incapacity to work occurs during leisure time, he/she shall be personally responsible for the costs of acquiring a medical certificate.

Protocol entry:

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.

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 check-ups 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 check-ups 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. These compensations shall only be payable if the employee is not entitled to sick leave salary at the same time.

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 and the Sickness Insurance Act.

Protocol entry:

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 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 leaves 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 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. 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. A clerical employee on child-care leave is not entitled to maternity leave salary, and such absence shall not be considered equal to working time in the determination of benefits linked to the duration of employment, unless otherwise provided in law or separately agreed.

14 § Temporary 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.

Protocol entry:

A close relative in this context shall chiefly denote a parent, grand-parent or parent-in-law, child, spouse (registered partner or common-law partner) 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 50th and 60th birthday if the said birthday falls on the employee's working day.

7. A clerical employee shall lose no earnings when participating in a conscripted or voluntary military recruitment event 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 entities 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 LEAVE, HOLIDAY PAY AND SAVED LEAVE

15 § Annual leave

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

Protocol entry:

When calculating holiday pay or holiday compensation, the daily salary is determined by dividing the monthly salary by 25.

2. A clerical employee shall be entitled to two 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.

Protocol entry:

As prescribed in Section 5 of chapter 1 of the Employment Contracts Act, 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.

Protocol entry:

Should the employer and the clerical employee agree that part of the annual holiday will be taken outside of the actual leave-taking period, 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. The employer shall endeavour to arrange an opportunity for a newly employed clerical employee whose employment started before the leave-taking period 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 unions have concluded a separate protocol on the collection of a saved leave period pursuant to Section 16 of the Annual Holidays Act. The protocol is attached to this collective labour agreement as Annex 3.

16 § Holiday pay

1. A clerical employee shall be paid a holiday bonus of 50% 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 unions have concluded a separate protocol (Annex 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.

17 § Saved leave

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

6. OTHER REGULATIONS

18 § Travelling

1. The travelling regulations agreed between the unions are attached hereto as Annex

19 § Group life insurance

The employer implements, at its expense, a group life insurance regarding the salaried employees as is agreed between the central organisations.

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 unions:

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 book-

ing 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

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. If the shop steward works in a customer service capacity or they cannot otherwise attend to the shop steward duties at their ordinary work station, appropriate work space shall be provided for the shop steward.

A shop steward shall be granted adequate time, and regular weekly job re-lease 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:

Number of employees	job release time Average weekly
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's remuneration

The following compensation shall be paid to a shop steward: number of employees
10 - 30

employees 10 - 30	20.73 €
employees 31 - 70	45.47 €, if chief shop steward then 56.18 €
employees 71 - 150	78.58 €
employees 151 -	113.70 €

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 Annex 3.
7. The Shop Stewards Agreement concluded between the Confederation of Finnish Industries – EK and the Central Organisation of Finnish Trade Unions – SAK shall apply in other respects.

Protocol entry:

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

22 § Labour protection delegate

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

The following compensation shall be paid to no more than one labour protection delegate representing all of the clerical employees of an enterprise: number of employees
20-99

employees 20-99	22.44 €
employees 100 -	47.16 €

23 § Assembly 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 has been agreed in advance with the employer
 - b) the employer provides a suitable meeting place
 - c) the organiser is responsible for order and cleanliness

- d) The organiser has the right to invite representatives of the member unions to the meeting.

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.

25 § Payment of membership fees

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.

26 § Settlement of disputes

1. Any disputes over the application, interpretation or infringement of this agreement and its incorporated annexes 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 two copies, 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.

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 consequences of breaching the collective labour agreement are determined on the basis of the Collective Agreements Act as in force at the time of signing of

this agreement, with any separate inter-confederation agreement taken into account.

28 § Validity of the agreement and negotiating procedure

1. The agreement shall remain in force from 1 February 2017 until 30 April 2021, 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.

In addition, both parties may terminate the collective agreement in writing as follows:

- No later than 30/11/2018 to end on 31/01/2019, in which case the salary increases and text changes to enter in to force on 01/02/2019 or later as agreed by the parties in this negotiating result, will become invalid.
 - No later than 30/11/2019 to end on 31/01/2020, in which case the salary increases and text changes to enter in to force on 01/02/2020 or later as agreed by the parties in this negotiating result, will become invalid.
2. The provisions of this agreement shall remain in force until a new agreement is in force or negotiations between the contracting parties have determined as closed by the other negotiating party.

In Helsinki 31/01/2017

SERVICE SECTOR EMPLOYERS PALTA

TRANSPORT WORKER'S UNION AKT

TOURISM SERVICES SECTION - MAILI

8. PAY AGREEMENT

1 § Scope of Agreement

1. This agreement shall govern the pay 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.

2 § Salaries

1. The salaries paid to the clerical employees of travel agencies shall at least comply with the salary groups and scales annexed hereto, and with the following regulations.
2. In determination of the salary group, the effect of competence classification shall be taken into account as agreed in Sections 8 and, 9 below, such that the expertise, independence, required judgement, employer-issued instructions, and responsibility associated with each task are considered.

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.

Protocol entry:

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.

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

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.

5 § Regional cost of living classification

1. The old regional cost of living classification shall apply to salaries payable until 31 May 2013.

From 1 June 2013 onward, the classification shall take an amended form such that the old Region II is eliminated. The two regional cost of living classes remaining are the Helsinki Metropolitan Area and the rest of Finland. The amendment to the regional cost of living classification has been taken into account in the salary scales applicable from 1 June 2013.

Protocol entry:

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

6 § Trainees

1. The trainee period in the sector shall be one year and the minimum salary of a trainee shall be 90% of the first year salary on the salary scale concerned.
2. 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.

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.

Protocol entry:

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 actual travel agency duties, 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.

8 § Wage classification

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

Determination of the salary scale shall take into account the required expertise, the independence of the task, the judgement and responsibility required, and the instructions necessary for performance of the duties as agreed below.

If, because the employee's duties vary in the competence required, a clear main task cannot be determined, the salary scale shall be determined separately for each task and the proportion of the person's work hours spent on each task shall be estimated. The salary scale used shall be the one corresponding to the tasks that occupy the majority of the employee's working hours.

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.

Protocol entry:

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.

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 actual travel agency duties, shall allow to a reasonable degree for previous work of the clerical employee in corresponding duties. This shall be taken into account in determination of the time spent with the appropriate salary scale.

Protocol entry:

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.

9 § Wage classification definitions

Level 1 – Basic tasks

Expertise

The expertise required involves the management of one's own duties, which are routine in nature.

Independence, judgement and instructions

Work is performed in accordance with the instructions given.

Responsibility

The task is associated with responsibility for one's own performance.

Duties

The duties include the following, among others:

- routine ticketing/documentation
- basic office duties

Definitions of actual travel agency duties

Level 2 – Professional tasks

Expertise

The expertise required involves mainly professional skills in the area of one's tasks.

Skills required for the duties include:

- professional skills
- for sales tasks, the ability to sell various kinds of travel services and travel-service packages independently

Independence, judgement and instructions

Work is performed in accordance with the general instructions / operation instructions / guides to approaches supplied.

Responsibility

The task is associated with responsibility for one's own performance and its effect on service packages.

Duties

The duties include the following, among others:

- sales of leisure-travel
- visas
- ticketing/documentation and billing
- sales advice
- operation of travel-production elements
- basic financial management tasks

Level 3 – Special professional tasks

Expertise

The expertise required calls primarily for good command of the areas of one's tasks and more extensive knowledge of various service packages in the travel industry.

Skills required for the duties include:

- solid and versatile product expertise
- ability to tailor and price diverse travel services, including airline pricing skills (airline pricing skills are not necessarily required in incoming and group-sales work)

Independence, judgement and instructions

The work is performed in accordance with general instructions and independent application.

Responsibility

The task is associated with responsibility for a work and service package in accordance with enterprise procedures.

Duties

The duties include the following, among others:

- business-travel work
- demanding general leisure-travel sales
- price information / ticket pricing work
- production work
- group-travel work
- incoming work
- demanding bookkeeping work
- demanding secretarial/assistant's work
- application advice / user support
- serving as a team/group supervisor whose subordinates are mainly of level 1 or 2

Level 4 – Demanding special professional tasks

Expertise

The expertise needed involves in-depth knowledge of several demanding task areas or an especially demanding task area, as well as the command of extensive entities. If needed for the specific task to be performed, knowledge of the company's overall processes is a requirement.

Skills required for the duties include:

- extensive and versatile command of travel services
- good knowledge of international operators, connections, and service offerings
- ability to identify possibilities for tailoring services and combining different service products into service packages that meet demanding needs.
- mastery of demanding pricing tasks

Independence, judgement and instructions

Instructions do not provide ready-made solutions. The work requires ability to produce new solutions and provide instructions to others as necessary.

Responsibility

The task involves extensive responsibility for a task or service package or for a specific area requiring special expertise.

Duties

The duties include the following, among others:

- demanding work with airline pricing information
- demanding group-travel work
- demanding production work
- demanding special expert work
- serving as a team/group supervisor whose subordinates are mainly of level 3.

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.

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%) 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.

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 Finnish Tax Administration.
3. A clerical employee shall pay 2 euros for a luncheon voucher (1 voucher per working day). The value of each luncheon voucher shall be €8.20 from 1 February 2010 onward.

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.

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.

13 § Validity of the agreement and negotiating procedure

1. The agreement shall remain in force from 1 February 2017 until 30 April 2021, 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.

In addition, both parties may terminate the collective agreement in writing as follows:

- No later than 30/11/2018 to end on 31/01/2019, in which case the salary increases and text changes to enter in to force on 01/02/2019 or later as agreed by the parties in this negotiating result, will become invalid.
- No later than 30/11/2019 to end on 31/01/2020, in which case the salary increases and text changes to enter in to force on 01/02/2020 or later as agreed by the parties in this negotiating result, will become invalid.

In Helsinki 31/01/2017

SERVICE SECTOR EMPLOYERS PALTA

TRANSPORT WORKER'S UNION AKT

TOURISM SERVICES SECTION - MAILI

9. WAGE CLASSIFICATION

	1-Basic tasks	2- Professional tasks	3- Special professional tasks	4- Demanding special professional task
Expertise	The expertise required involves the management of one's own duties, which are routine in nature.	The expertise required involves mainly professional skills in the area of one's tasks. Skills required for the duties include: - <i>professional skills</i> - for sales tasks, the ability to sell various kinds of travel services and travel-service packages independently	The expertise required calls primarily for good command of the areas of one's tasks and more extensive knowledge of various service packages in the travel industry. Skills required for the duties include: - solid and versatile product expertise - <i>ability to tailor and price diverse travel services, including airline pricing skills (airline pricing skills are not necessarily required in incoming and group-sales work)</i>	The expertise needed involves in-depth knowledge of several demanding task areas or an especially demanding task area, as well as the command of extensive entities. If needed for the specific task to be performed, knowledge of the company's overall processes is a requirement. Skills required for the duties include: - extensive and versatile command of travel services - good knowledge of international operators, connections, and service offerings - ability to identify possibilities for tailoring services and combining different service products into service packages that meet demanding needs. - mastery of demanding pricing tasks
Independence, judgement, instructions	Work is performed in accordance with the instructions given.	Work is performed in accordance with the general instructions / operation instructions / guides to approaches supplied.	The work is performed in accordance with general instructions and independent application.	Instructions do not provide ready-made solutions. The work requires ability to produce new solutions and provide instructions to others as necessary.
Responsibility	The task is associated with responsibility for one's own performance.	The task is associated with responsibility for one's own performance and its effect on service packages.	The task is associated with responsibility for a work and service package in accordance with enterprise procedures.	The task involves extensive responsibility for a task or service package or for a specific area requiring special expertise.

10. SALARY TABLES

01/02/2016

Basic tasks	Metropolitan area	I
From the beginning of 1st year	2003	1950
From the beginning of 2nd year	2034	1980
From the beginning of 4th year	2110	2054
From the beginning of 6th year	2182	2111
From the beginning of 8th year	2258	2195
From the beginning of 11th year	2327	2260
From the beginning of 15th year	2387	2316

Professional tasks		
From the beginning of 1st year	2055	2000
From the beginning of 2nd year	2088	2033
From the beginning of 4th year	2170	2111
From the beginning of 6th year	2245	2182
From the beginning of 8th year	2327	2260
From the beginning of 11th year	2403	2,330
From the beginning of 15th year	2468	2391

Special professional tasks		
From the beginning of 1st year	2108	2052
From the beginning of 2nd year	2143	2086
From the beginning of 4th year	2229	2168
From the beginning of 6th year	2309	2244
From the beginning of 8th year	2398	2327
From the beginning of 11th year	2480	2404
From the beginning of 15th year	2549	2470

Demanding special professional tasks		
From the beginning of 1st year	2203	2141
From the beginning of 2nd year	2242	2179
From the beginning of 4th year	2337	2269
From the beginning of 6th year	2430	2355
From the beginning of 8th year	2530	2451
From the beginning of 11th year	2618	2536
From the beginning of 15th year	2695	2608

Morning and evening bonus/hour	4.76 €
Night and Saturday bonus/hour	5.82 €

12. PROTOCOL ON TRAVELLING REGULATIONS

1 § Scope of application

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.

2 § Content of 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 benefits that the clerical employee may receive during the journey.

3 § Official journeys

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

Protocol entry:

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

4 § Training journeys

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.

5 § Special duties

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.

6 § Application of travelling regulations 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.

7 § Term of validity

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 31/01/2017

SERVICE SECTOR EMPLOYERS PALTA

TRANSPORT WORKER'S UNION AKT

TOURISM SERVICES SECTION - MAILI

13. PROTOCOL ON INDIVIDUAL WORKING TIME

1 § Purpose of individual working time

1. The purpose of individualised working time is to make it possible to deviate from the terms on regular working hours in Section 9 of the collective labour agreement.
2. Individual working time shall be based on true voluntariness.

2 § Agreement on individual working time

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.

3 § Validity of the 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.

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.

5 § Working hours' plan 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.

6 § Salary

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.

7 § Overtime and additional work

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.

8 § Morning, evening, night and Saturday bonuses

The following bonus for regular working hours shall be paid as of 01/02/2016 to a clerical employee who has concluded an individual working time agreement:

1. Morning- and evening-work bonus of 4.76 €/hour, for regular work done between 6-8 and 17-22 (16- 22 on the eve of public holidays).
2. The bonus for night work (22-6) and Saturday work is 5.82 €/hour.

9 § Meals

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

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.

11 § Other employment conditions

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.

12 § Local collective bargaining

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

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 31/01/2017

SERVICE SECTOR EMPLOYERS PALTA

TRANSPORT WORKER'S UNION AKT

TOURISM SERVICES SECTION - MAILI

14. RIGHTS OF SHOP STEWARDS AND LABOUR PROTECTION DELEGATES

1 § Information to be provided to the 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 shop steward has the right to receive the following information, in writing or by other mutually agreed means, about the company's employees:

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 information of temporary employees and the agreed employment duration, as well as the grounds for fixed term employment in use at the company at three-monthly intervals. A new clerical 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.

2 § Storage facilities

Taking into account the workplace conditions, the shop steward is provided sufficient storage space for the documents required and, if necessary, the right to use the employer's appropriate office space and standard office tools (including email).

3 § Training

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

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.

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.

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 all other respects.

15. SAVED LEAVE IN THE TRAVEL AGENCY SECTOR

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 (530/91).

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 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 annexed 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.

Nature of saved leave

Saved leave shall be governed by the Annual Holidays Act.

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.

17. TRAINING AGREEMENT

1 § Trade union training

Training working group

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.

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.

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.

§ 4 Validity

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

Helsinki 31/01/2017

SERVICE SECTOR EMPLOYERS PALTA

TRANSPORT WORKER'S UNION AKT

TOURISM SERVICES SECTION - MAILI

18. PROTOCOL ON DISTANCE WORKING

- 1 § The protocol is based on inter-confederation instructions pertaining to distance working.
- 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.
- 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.
- 4 § At least the following matters shall be agreed before the transition to distance working:

Duration

- temporary or until further notice
- in the case of an agreement valid until further notice, the term of no-tice for either party's termination of distance working shall be agreed upon

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 work

- 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 must be agreed separately each time before commencing overtime work. Compensation for overtime work 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 actual workplace

5 § 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 31/01/2017

SERVICE SECTOR EMPLOYERS PALTA

TRANSPORT WORKER'S UNION AKT

TOURISM SERVICES SECTION - MAILI

19. DISTANCE WORKING AGREEMENT

DISTANCE WORKING AGREEMENT	
In accordance with Annex 6 of the Collective Agreement for Travel Agencies	
Contractual parties	The employer / employer's representative Clerical employee's social security number
Agreement's validity	1. Until further notice, as of ____ . ____ . _____ 2. For a fixed period, ending on the ____ day of _____
The distance working agreement is	1. <input type="checkbox"/> Full-time 2. <input type="checkbox"/> Part-time, ____ 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:
Working arrangement	The actual workplace 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.
Contact person	
Tools	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.
Travel expenses	The employer shall pay compensation for travelling costs incurred in distance working in accordance with Annex 1 of the collective agreement. No compensation shall be paid for ordinary journeys between home and the actual workplace.
Agreement's period of notice	This agreement may be terminated by serving the other party with notice of termination ____ months before the termination takes effect.
Place and date	
Signatures	Employer's representative Employee

20. EMPLOYMENT CONTRACT TEMPLATE

1. Employment parties	<p>Employer _____ Domicile or place of business: _____</p> <p>Clerical employee _____ Social security number _____</p> <p>_____</p> <p>The clerical employee agrees to work for the employer in return for remuneration under the employer's direction and supervision and on the following terms and conditions.</p>
2. Validity of the contract	<p>Employment start date: _____</p> <p>Validity of employment:</p> <p><input type="checkbox"/> Until further notice</p> <p><input type="checkbox"/> For a fixed term ending on _____, grounds for fixed-term employment:</p>
3. Probation period	<p>A probationary period of _____ months (no more than 4 months) is applied from the employment start date, during which time this Agreement may be cancelled by either party without compliance to the notice period.</p>
4. Workplace and immediate supervisor	<p>Workplace (department and office): _____</p> <p>Supervisor: _____</p>
5. Working time, additional and overtime work	<p>Maximum average working hours:</p> <p><input type="checkbox"/> 8h/day and 38h/week</p> <p><input type="checkbox"/> other: _____</p> <p>_____</p> <p>Assignment of additional work and overtime and compensation shall comply with legislation and the collective agreement.</p>
6. Duties	<p>Job title (including trainees): _____</p> <p>Duties: _____</p> <p>Duration of traineeship, if applicable (no more than 1 year): _____</p>
7. Salary	<p>The starting salary shall be determined as follows:</p> <p><input type="checkbox"/> Basic tasks (level 1)</p> <p><input type="checkbox"/> Professional tasks (level 2)</p> <p><input type="checkbox"/> Special professional tasks (level 3)</p> <p><input type="checkbox"/> Demanding special professional tasks (level 4)</p> <p><input type="checkbox"/> Salary higher than specified by the scale</p> <p>Seniority level: <input type="checkbox"/> Trainee <input type="checkbox"/> 1st year <input type="checkbox"/> 2nd year</p> <p><input type="checkbox"/> 4th year <input type="checkbox"/> 6th year <input type="checkbox"/> 8th year</p> <p><input type="checkbox"/> 11th year <input type="checkbox"/> 15th year</p> <p>Cost of living district: <input type="checkbox"/> Metropolitan area <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Salary amount at beginning of employment €/month or hourly wage: _____</p>
8. Applicable collective agreement	<p>Both parties shall comply with current legislation and the collective agreement for the sector with respect to salary and other terms and conditions insofar as terms and conditions more generous to the employee have not been agreed herein.</p>
9. Other terms (any benefits in kind, annual holiday arrangements, period of notice, etc)	<p>_____</p>
10. Date and signature	<p>This agreement has been concluded in two equivalent copies, one issued <u>to the clerical employee and one retained by the employer.</u></p> <p>Place: _____ Date: _____</p> <p>Signature of employer's representative _____</p> <p>_____</p> <p>Signature of clerical employee _____</p>

21. AGREEMENT ON INDIVIDUAL WORKING TIME

Agreement on individual working time

This form is used for agreements on individual working time in accordance with the collective agreement the inter-federation protocol on individual working time, and any locally agreed applications	
Contractual parties: Employer: _____ Clerical employee: _____ Clerical employee's date of birth: _____	
Validity of agreement: 1. Fixed term from _____._____._____ to _____._____._____ 2. Fixed term for _____ months from _____._____._____ to _____._____._____ 3. Until further notice, as of _____._____._____	
Average working time _____ hours / week	
Salary Salary is determined by average working time in proportion to a 38-hour working week relationship. Salary at the beginning of individual working time _____ € / month	
Duration of averaging period:	
Working time plan: Working time shall be scheduled on the following principles: _____ _____ _____	
Place and date: _____	
Signature of employer's representative _____	Signature of clerical employee _____

This agreement has been drawn up in two equivalent copies, one retained by the employer and the other by the clerical employee

23. SCHEME FOR EMPLOYMENT AND FOR EMPLOYEE SECURITY IN ENTERPRISE DOWNSIZING

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 cooperation 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 no-tice

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 job seeking 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.