

**Collective Agreement for the Financial Sector**  
**01 December 2016 – 30 November 2017**

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# COLLECTIVE AGREEMENT FOR THE FINANCIAL SECTOR

01 December 2016 – 30 November 2017

Should this English unofficial translation of the Agreement differ from the Finnish version in any respect, the Finnish version shall prevail.

## 1. SCOPE

### § 1 Scope of the agreement

1. This Agreement is binding upon the members of the signatory organisations (Federation of Finnish Financial Services, Trade Union Pro, Nordea Union Finland and Federation of Professional and Managerial Staff YTN).
2. The Agreement shall be observed by banks, finance companies, card companies and companies listed in Appendix 1.
3. The Agreement does not apply to:
  - a) company executives
  - b) directors of the branch offices of commercial banks
  - c) human resources managers
  - d) cleaning personnel, caretakers and other workers who do not serve in the banking operation
  - e) summer interns
4. The Supervisor Agreement is set out in Appendix 2.
5. Divergences relating to the terms of employment of hourly workers are set out in Appendix 3.

## 2. EMPLOYMENT

### § 2 Hiring

1. An employment contract is made in writing according to the model (Appendix 4) at the beginning of employment.
2. Better terms of employment than those in the Collective Agreement must be set out in writing.
3. There is a 4-month trial period at the beginning of employment. For fixed-term employment lasting less than eight months, the trial period is half of the period of employment set out in the contract.
4. With the employee's consent, a shop steward / senior staff representative can familiarise him/herself with the employment contract.

### § 3 Fixed-term employment

1. An employment contract is not made for a fixed period unless it has been specified as a fixed-term contract for a justifiable reason.
2. The grounds for fixed term employment must be mentioned in the employment contract.
3. The employer shall inform the employee in good time of when the fixed-term contract is due to expire.

#### **§ 4 Rights and obligations**

1. The employer shall have the right to direct and assign the work.
2. The employee shall perform his/her work with due care.
3. The right to organise is mutually inviolable.

#### **§ 5 Termination of employment**

1. The period of notice for an employee is:
  - a) 14 days in advance if the employment has lasted for a maximum of 5 years.
  - b) 1 month in advance if the employment has lasted longer than 5 years.
2. The period of notice for an employer is:
  - a) 14 days if the employment has lasted for a maximum of 1 year.
  - b) 1 month if the employment has lasted over 1 year up to 4 years.
  - c) 2 months if the employment has lasted over 4 years up to 8 years.
  - d) 4 months if the employment has lasted over 8 years up to 12 years.
  - e) 6 months if the employment has lasted longer than 12 years.
3. Termination of employment shall be done in writing or in other certifiable manner.
4. Before the employee is given a warning, he/she shall have the right to be heard and to be assisted by a shop steward / senior staff representative.

### 3. WORKING HOURS

#### **§ 6 Regular working hours**

1. The regular working time is 7 hours to 7 hours and 40 minutes per day on weekdays, up to a total of 37 hours per week.
2. The working time is uninterrupted unless agreed otherwise (subject to reasonable compensation).
3. After closing for the day, office staff must be allowed sufficient time to complete their work.
4. The working week begins on Monday.
5. Saturdays, Mid-summer Eve and Christmas Eve are days off.
6. Regular work on Saturdays is subject to the provisions of the Working Hours Protocol (Appendix 5).
7. Regular working hours for international payment systems staff during public holiday weeks and the pay for such hours are subject to the provisions set out in Appendix 6.
8. Unnecessary short shifts should be avoided. Shifts of less than four hours should not be worked unless so required by the employee's needs or some other justifiable reason.
9. When the placement of regular working hours varies, a shift list must be drawn up for the work. The employees must be notified of the list in writing at least two weeks before the start of the period of time to which the list refers. After this the shift list can only be changed with the agreement of the employees, or for a weighty reason related to work arrangements.
10. *In accordance with the Competitiveness Pact, the annual regular working hours shall be increased by 24 hours from 1 January 2017 onward without amending the salary level.*

*The manner of increasing the working hours shall be locally agreed in accordance with the collective agreement, section 40, or, if the company is not subject to section 40, together with a shop steward/senior staff representative pursuant to the same formal decrees.*

*If the increased working hours have not been locally agreed, the regular working hours on weekdays (Monday to Friday) are 7–8 hours/day for a total of 37.5 hours/week.*

*The working hours of part-time employee shall be increased proportionate to the agreed working hours and full working hours without amending the salary level. The working hours of hourly workers shall be increased proportionate to the agreed working hours and full working hours without amending the salary level. The working hours of people employed only for a part of a calendar year shall be increased according to the tenets above.*

*The increase of working hours in accordance with the Competitiveness Pact may not result in the decrease or increase of the salary level.*

## **§ 7 Adjusted working hours**

1. The regular daily working hours can be extended by a maximum of one hour.
2. *The weekly working hours must average in 3 weeks to the standard hours in accordance with section 6.*
3. Employees shall be notified of permanently adjusted working hours one month in advance and of temporarily adjusted working hours two weeks in advance.
4. Employees and shop stewards / senior staff representatives shall be notified of adjusted working hours.
5. A list of adjusted working hours shall be drawn up, showing when the working day begins and ends.

## **§ 8 Individual working hours**

1. The employer and the employee can make an agreement on individual working hours.
2. The individual working hours shall be no more than 40 hours a week on average.
3. The working time on the hourly list shall be no more than 10 hours per day and 48 hours per week.
4. The working hours must average an agreed working time in a 3-month period.
5. In special situations, the averaging period can be a maximum of 12 months.
6. *Pay is determined on the basis of the average working hours in relation to the working hours defined in section 6. The unions have drawn up mutual application instructions, which are not a part of the collective agreement.*
7. Individual working hours are subject to the guidelines (Appendix 7) issued by the signatory organisations.

## **§ 9 Days preceding holidays**

1. Regular working hours on New Year's Eve and Maundy Thursday are 5 hours.

## **§ 10 Extra days off**

1. Staff employed on the first working day of the year receives 2 paid days off.

2. The condition for these days off is that the employee will be in active employment during the year.
3. This reduction in working time is taken as whole days off unless agreed otherwise.
4. Notification must be made at least 2 weeks before the days off are taken.
5. Equivalent salary shall be paid for any days off that are not taken.

### **§ 11 Lunch**

1. The employer shall arrange lunch-time meals for the employees.
2. The lunch break shall not be counted as working time.
3. The lunch break shall last for 20 minutes during a working day of 6 hours or more, unless agreed otherwise.
4. The employee shall pay the taxable value of the food that the employer provides.

### **§ 12 Overtime work**

1. Overtime work is work that is performed beyond the regular daily working hours specified in the Collective Agreement.
2. Overtime work can be assigned with the employee's consent and within the limits of the law.
3. The employee can refuse to do overtime work with justifiable reason.
4. Overtime compensation is paid at:
  - a) +50% for the first 2 hours and +100% for subsequent hours on weekdays.
  - b) +150% for the first 2 hours and +200% for subsequent hours on Sundays.
5. Overtime compensation is calculated on the hourly wage by full quarters of an hour.
6. Hourly pay is the monthly pay corresponding to full-time employment, divided by 156.
7. The changing of a calendar day does not lower the basis of overtime compensation.
8. The parties can agree on exchanging overtime compensation for time off.
9. The overtime compensation shall be paid and/or time off given within 2 months of the overtime work unless agreed otherwise.
10. Work on Saturdays is considered overtime unless provided for otherwise in the Working Hours Protocol (Appendix 5).

### **§ 13 Evening and night work increment**

1. A pay increment of 22% is given for regular daily working hours between 17:30 and 23:00.
2. A pay increment of 30% is given for regular daily working hours between 23:00 and 7:00.
3. The increments are added to the basic hourly pay, and calculated by full quarters of an hour.

### **§ 14 Pay increment for shift work**

1. Shifts change according to a prearranged order.
2. There may be no more than one hour of overlap or interval between successive shifts.
3. The increments for regular shift work are:
  - a) an increment of 22% for evening shifts.
  - b) an increment of 30% for night shifts.

4. The increments are added to the basic hourly pay, and calculated by full quarters of an hour.

### **§ 15 On-call compensation**

1. The employee on call must be available at an agreed place from where he/she can be called to duty.
2. The compensation paid for being on call is 50% of the basic hourly pay, but at least 2 hours of the basic pay.
3. The length of the on-call period shall be agreed on in advance.
4. On-call time is not counted as working hours.

### **§ 16 Emergency call-back compensation**

1. The employee who is called to work in an extreme situation shall be paid emergency call-back compensation.
2. The condition for such compensation is that the employee has left the workplace for the day.
3. The compensation for coming to work in answer to an alert is 4 hours of the basic pay.
4. If the alert necessitates overtime work, overtime compensation shall be paid.



## **§ 17 Pay for telephone consulting**

1. IT personnel are paid for telephone consulting after working hours.
2. The condition for such compensation is that the matter can be attended to by telephone.
3. The compensation for telephone consulting is the basic pay of 3 hours.

## *4. PAY*

## **§ 18 Form of pay**

1. Employees are paid monthly.
2. Fractional salary is calculated by dividing the monthly salary by the working days and using this as a multiple.
3. The pay for employees working less than 32 hours per week is determined as a hourly pay.
4. The hourly pay for employees working less than 32 hours per week is calculated by dividing monthly pay by 152.

## **§ 19 Principles of pay determination**

1. Employee's pay is determined individually, taking into account the level of difficulty of the post, the employee's competence and work effort, and the principle that everyone should receive the same pay for the same or equal work.

Employee's minimum pay is determined by qualification classes.

In company groups and companies listed in Appendix 8e, the qualification classes can be further defined by adding job descriptions therein. These job descriptions should be added in mutual understanding.

Changes in the level of difficulty of work during the employment period shall be determined according to the qualification classes in the Collective Agreement, unless agreed otherwise in the company group in question.

The qualification classes may be agreed otherwise in company groups and companies listed in Appendix 8e.

The competence and performance of an employee shall be evaluated using the evaluation form provided in the Collective Agreement (Appendix 8c), unless agreed otherwise in company groups or companies listed in Appendix 8e.

2. The company decides on its pay policies after pay policies have first been discussed in the company group and the individual company in question. After pay policies have been decided on, the company shall sufficiently familiarize its staff with the policies.
3. An employee's pay is affected by:
  - The employee's work assignments and changes in them.
  - Work experience.
  - Subtasks that are more difficult than the employee's main task.
  - Competence.

- Responsibility.
  - Work performance.
4. The aim is that employees feel they have fair and encouraging salaries.

## **§ 20 Qualification classes**

1. The qualification class is determined on the basis of the main job description.
2. The employer shall inform the employee of his/her qualification class and main tasks in writing.
3. The qualification classes can be otherwise agreed in company groups and companies listed in Appendix 8e, according to section 9 in Appendix 8.
4. The listing of qualification classes is given in Appendix 8a.

## **§ 21 Change in qualification class**

1. When an employee's main job description changes, the qualification class is redetermined. If the change in qualification class results in increased pay, the increase will take effect in the beginning of the following month after the change. Other types of pay increases will generally be determined in pay discussions.
2. If an employee applies for a position with a lower qualification class, the change in qualification class and pay may take effect in the beginning of the following month.
3. If the qualification class is lowered for another reason, the change in qualification class and pay can take place in the beginning of the 4th month after the change. The matter must be settled with the shop steward / senior staff representative.
4. Lowering the classification reduces pay as much as the minimum pay changes.

## **§ 22 Increments to pay when advancing in qualification classes**

When an employee advances to a higher qualification class, the employee and the employer shall negotiate whether the increment to the employee's minimum pay remains the same. The increase in the employee's total pay (minimum pay + increments) shall be at least 80% of the increase in the employee's minimum pay.

Shop stewards / senior staff representatives shall have a possibility to express their views on the matter.

## **§ 23 Temporary changes in qualification classes**

1. A temporary lowering in the qualifications required for the main job description does not entail a change in pay or qualification class.
2. If the main job description becomes more demanding for a period of at least one month, wages shall be paid according to the higher classification.

## **§ 24 Minimum wages**

1. Qualification classes and their respective minimum wages are listed in Appendix 9.
2. At the beginning of employment, the employee can be paid a trainee's wage, which is at least 90% of the minimum pay for the task. The traineeship can last no more than one year.

**Entry in the protocol:**

The minimum salary of 90% applies to traineeships that begin on 1 January 2011 or later.

5. ANNUAL LEAVE

**§ 25 Annual leave**

1. Annual leave is determined under the Annual Leave Act.
2. Paid annual leave is earned during a continuous period of employment at the close of the holiday credit year:
  - a) less than a year: 2 weekdays/month.
  - b) a year or more: 2.5 weekdays/month.
  - c) 10 years or more: 3 weekdays/month.
  - d) 15 years or more, before 31 March 1993: 3.5 weekdays/month.
3. The duration of the employment is considered to be the total time in the service of the same employer's group of companies.
4. Years in service before 1 June 1995 are treated according to the rules in force on 31 May 1995.
5. Winter holiday is given during the same calendar year as the summer holiday unless agreed otherwise.
6. Upon termination of employment, holiday pay due is paid according to section 25, subsection 2.
7. *If the working hours and, subsequently, pay of an employee have changed during the year on the basis of which leave is determined, holiday pay or holiday allowance shall be calculated pursuant to section 12 of the Annual Holidays Act. If an employee, in accordance with the collective agreement, earns more than 30 days of annual leave, the annual holiday pay or allowance for these annual leave days shall be calculated using a daily value of 0.38%.*

***Entry in the protocol:***

*This stipulation shall be applied to annual leave earned from 1 April 2014 onward.*

**§ 26 Holiday bonus**

1. When taking annual leave, an employee receives 50% of his/her statutory paid annual leave as a holiday bonus.
2. The holiday bonus is paid with the holiday pay or in the manner agreed in the company.
3. A holiday bonus is paid to an employee who passes directly from annual leave to child-care leave or military service.
4. A holiday bonus is not paid upon termination of employment, except for those employees who retire.

**§ 27 Annual holiday sabbatical**

1. An employee may, by agreement, save annual leave for a sabbatical:
  - a) the right to take annual leave exceeding 24 days.
  - b) time off in lieu of a holiday bonus for saved annual leave.
  - c) 2 days off (section 10).

- d) overtime leave.
- 2. An annual leave sabbatical must be taken at a time agreed upon and within a 5 year period.
- 3. A plan shall be drawn up in advance on how leave entitlement is to be saved and when the annual leave sabbatical is to be taken.
- 4. The provisions of the Annual Leave Act shall be observed for the annual leave sabbatical as appropriate.
- 5. Details of an annual leave sabbatical are agreed within each company.

## 6. ABSENCES

### § 28 Child birth

- 1. Maternal, paternal and parental leave as well as unpaid parental leave are given as specified in the relevant acts.
- 2. The employer pays full wages for 72 weekdays of maternity and adoption leave.
- 3. When an employee takes paternal leave, the employer pays full wages for a maximum of 6 business days. The stipulation applies to periods of paternal leave that begin on 1 January 2010 or later.
- 4. To qualify for a pay, employment must have lasted for 9 months and there must be an agreement on the employee's return to work.

### § 29 Sickness

- 1. An employee who is incapable of working because of sickness or accident receives their pay during each disability period for at least:
  - a) 4 weeks when the employment has lasted for a maximum of 3 years.
  - b) 5 weeks when the employment has lasted 3-5 years.
  - c) 6 weeks when the employment has lasted longer than 5 years.
- 2. The employee must inform the employer without delay of his/her inability to work and its estimated duration.
- 3. The employee shall provide a doctor's certificate or other reliable attestation on demand.
- 4. If the employer specifies the doctor, the employer shall pay the costs of obtaining a doctor's certificate.

### § 30 Medical examinations

- 1. During regular working hours, the employee shall have the right to:
  - a) go for a medical examination and related laboratory or X-ray examination.
  - b) get physiotherapy in order to maintain occupational fitness, if necessary.
  - c) visit a dentist in the event of sudden dental problem.
  - d) go for examinations required during pregnancy.
  - e) visit the doctor in order to ascertain the sickness of a disabled child or a child under 10 years of age.
  - f) take a child to a child health centre.
- 2. The requirement to qualify for pay is that:
  - a) it has not been possible to arrange treatment outside working hours and
  - b) unnecessary loss of working time is avoided.

3. Necessary travel costs are reimbursed for employees who go for an examination provided by the occupational health service.

### **§ 31 Short temporary absences**

1. Pay or other benefits are not reduced for short absences due to:
  - a) sudden sickness, death or burial of a close relative (maximum of 1 day).
  - b) sudden illness of a child under 10 years old or a sudden illness of a child under 18 years old afflicted by a serious illness as referred to in Section 4 of the Government Decree (30 December 2004/1335) (3 days).
  - c) employee's own wedding, registration of civil partnership or moving home.
  - d) employee's 50<sup>th</sup> and 60<sup>th</sup> birthday.
  - e) meeting of the representatives or the executive board or the advisory board of Trade Union Pro or one of its member organisations, or a meeting of the representatives or the executive board of the central organisation.
  - f) meeting of the representatives or the executive board or the collective agreement committee of Trade Union Nousu, or a meeting of the representatives or the executive board of the central organisation.
  - g) meeting of the executive board or background group of the Federation of Professional and Managerial Staff YTN.

## *7. TRAVEL*

### **§ 32 Travel costs**

1. Travel costs are reimbursed according to the company's travel compensation regulations.
2. The model travel compensation regulations of the labour market organisations are given in Appendix 10.
3. Additional work-related travel costs are subject to local agreement.

## *8. INSURANCE AND PENSION*

### **§ 33 Group life assurance**

1. The employer shall pay for group life assurance for the employees.

### **§ 34 Pension benefits**

1. Pension cover is arranged in accordance with the Employees' Pensions Act (TEL/TyEL).
2. The parties have made separate protocols concerning additional pension cover (Appendix 11 and 11a).

## *9. NEGOTIATION PROCEDURES*

### **§ 35 Assembly at the workplace**

1. The member unions and locals of the Trade Union Pro, Trade Union Nousu and Federation of Professional and Managerial Staff YTN can arrange meetings outside working hours concerning employment matters, 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.

### **§ 36 Shop Steward and Senior Staff Representative**

1. The Shop Steward Agreement is set out in Appendix 12.
2. The Senior Staff Representative Agreement is set out in Appendix 12a.

### **§ 37 Training**

1. The Training Agreement is set out in Appendix 13.

### **§ 38 Settlement of disputes**

1. The local negotiating process shall be carried out in accordance with the Shop Steward Agreement and the Senior Staff Representative Agreement.
2. Should the parties fail to reach an agreement, the matter may be brought before the Labour Court.

### **§ 39 Obligation to maintain industrial peace**

1. Industrial action against this set of agreements or its provisions is prohibited.

## *10. MISCELLANEOUS PROVISIONS*

### **§ 40 Local agreement**

1. In Company groups and companies listed in Appendix 8e, some provisions may differ if agreed from the Collective Agreement within the limits of the law:
  - *In contrast to the stipulations in section 6, it can also be agreed that average standard hours are in accordance with section 6, Subsection 1 or 10 (for instance, working time bank)*
  - Section 7: The adjusted working hours may be agreed differently.
  - Section 12, subsection 8: The parties can agree on exchanging overtime compensation for time off.
  - Section 11: The provisions concerning lunch may be agreed differently.
  - Sections 26 and 27: Holiday bonuses and annual holiday sabbatical may be agreed differently.

Individual companies may also differ accordingly on the above provisions, if it has been agreed in the company group in question.

The parties of local agreement are:

company groups: company group and registered employee associations (Pro, Nousu, YTN).

bank groups: registered employer association and registered employee associations (Pro, Nousu, YTN).

companies: employer and shop steward / senior staff representative.

2. Negotiations are carried out in industrial peace, and they will not be taken to the signatory organisations.
3. The local agreement shall be in writing. It shall point out which provision(s) have been agreed differently than in the Collective Agreement, who it applies to, the content of the agreement and the date it takes effect.
4. The agreement may be made for a fixed term or for the time being, with a period of notice of 3 months.

5. The agreement shall be sent to relevant organisations.
6. *The unions shall monitor the realisation of local agreements and, if necessary, advise the local parties.*
7. The local agreement has the same legal effect as the Collective Agreement.
8. Any disputes arising from the interpretation of the rules of the local agreement shall be settled as set out in the Collective Agreement.

#### **§ 41 Collection of membership fees**

1. The fee for membership in a member union of Trade Union Pro, Trade Union Nousu and Federation of Professional and Managerial Staff YTN shall be withheld from pay with the employee's consent.
2. For taxation purposes, the employer shall provide documentation of the sum withheld.

#### **§ 42 Posting of the Agreement for public inspection**

1. This Agreement must be displayed at the workplace for inspection by the employees.

#### **§ 43 Period of validity**

1. The Agreement shall be valid from *1 December 2016 to 30 November 2017*.
2. The signed protocol of the Agreement is set out in Appendix 14.

*Helsinki, 15 September 2016*

FEDERATION OF FINNISH FINANCIAL SERVICES

TRADE UNION PRO

TRADE UNION NOUSU

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN



## APPENDIX 1: OBSERVANCE OF THE COLLECTIVE AGREEMENT FOR THE FINANCIAL SECTOR

1. The collective agreements covering the banking sector, finance companies and certain individual companies have been combined together into a Collective Agreement for the Financial Sector on 1 June 1995.
2. By combining the agreements, the parties are seeking to strengthen the observance of uniform principles across the sector.
3. The other enterprises set out in Section 1.2 of the Collective Agreement for the Financial Sector at 24 September 2015 are:
  1. Automatia Pankkiautomaatit Oy
  2. NASDAQ OMX Nordic Oy
  3. Nets Oy
  4. Nordea Bank Ab (publ), Finnish branch office
  5. *OP Osuuskunta*
  6. Oy Samlink Ab
  7. Säästöpankkiliitto ry
  8. Suomen Hypoteekkiyhdistys
  9. POP Pankkiliitto Osk
  10. Paikallispankkien PP-Laskenta Oy

## APPENDIX 2: SUPERVISOR AGREEMENT

The parties to the Agreement are of one mind that the sectoral principle that has been observed traditionally in the industry, the central position of supervisors, individuality and achieving a positive trend in supervisors' terms and conditions of employment call for the continuous development of agreement procedures.

With a view to increasing supervisors' possibilities of exercising influence, the following has been agreed in respect of human resources and compensation policy applying to supervisors themselves.

### **§ 1 Scope**

1. The Agreement applies to bank employees who are appointed to supervisor positions.

### **§ 2 Terms of employment**

1. The terms of employment are determined according to the Collective Agreement for the Financial Sector unless provided for otherwise in an agreement.

### **§ 3 Hiring and probationary period**

1. The employment contract shall be made in writing according to the model (Appendix).
2. The probationary period is 4 months.
3. If special training is given to the supervisor, the parties shall be entitled to agree on a 6 month probationary period.

### **§ 4 Salaries**

1. The labour market organisations shall negotiate separately concerning supervisors' pay rises, seniority system and minimum salary.
2. The bases and policy applying to supervisors' compensation shall be dealt with according to the negotiating process set out in Section 7.
3. The personal salary of supervisors shall be determined on the basis of the employment contract.

### **§ 5 Industrial peace obligation and right to organise**

1. All types of industrial action directed at the Agreement are prohibited.
2. The right to organise is mutually inviolable.

### **§ 6 Settlement of disputes**

1. Disputes regarding interpretation shall first be discussed with the supervisor.
2. The next step in the negotiations shall be between the employer's representative and the supervisors' representative.
3. The supervisors' representative shall have the position and rights of a negotiating shop steward.
4. If an understanding fails to be reached, the provisions of the Shop Steward Agreement shall be observed.

## **§ 7 Negotiating process**

1. The content and organisation of the negotiating process shall be agreed company by company.
2. Supervisor-related matters that shall be dealt with as part of the negotiating process include; for example
  - a) application of the pay regulations of the Collective Agreement.
  - b) the bases and policy of compensation.
  - c) professional development.
  - d) management systems.

## **§ 8 Validity**

1. The Agreement shall be valid on equal terms with the Collective Agreement for the Financial Sector.

## APPENDIX 3: SUBSIDIARY PROVISIONS CONCERNING HOURLY WORKERS

### § 1 Scope

1. The Agreement applies to bank employees:
  - a) whose regular working time is less than 32 hours a week.
  - b) who belong to the scope of application of the Collective Agreement for the Financial Sector.
2. The Collective Agreement for the Financial Sector shall be observed for hourly workers unless provided for otherwise in the present Agreement.

### § 2 Working hours

1. The regular working time shall be a maximum of 7 hours and 40 minutes / 24 hours up to a maximum of 37 hours a week.
2. *The working hours shall be increased in accordance with the Competitiveness Pact pursuant to the stipulations pertaining to standard working hours in section 6, subsection 10.*
3. The employment contract shall set out the regular working hours.
4. The number of working days, the times when they are worked and the daily working time shall be confirmed as far as possible on a monthly basis in advance.

### § 3 Additional and overtime work

1. A simple hourly wage shall be paid for additional work.
2. Work done over and above to the regular maximum working time during a 24 hour period constitutes overtime work.

### § 4 Holiday compensation

1. The holiday compensation payable in lieu of paid annual leave and the holiday bonus is:
  - a) 13.5% when the employment has lasted for less than a year
  - b) 17.0 % when the employment has lasted for at least a year
  - c) 19.0 % when the employment has lasted for at least 10 years
  - d) 21.0% when the employment has lasted for at least 15 years at 31 March 1993.
2. When the employment ends, the holiday compensation is:
  - a) 8.5% when the employment has lasted for less than one year
  - b) 11.0% when the employment has lasted for at least a year
  - c) 12% when the employment has lasted for at least 10 years
  - d) 13.0% when the employment has lasted for at least 15 years at 31 March 1993.
3. The holiday compensation is calculated:
  - a) on earnings during the holiday allowance year determined according to the Annual Leave Act
  - b) on the previous year's holiday compensation
  - c) on the average pay for the period of a statutory maternity leave.

### § 5 Maternity and adoption leave

1. The employer shall pay salary for 3 months according to the average salary during the 6 previous months



## **§ 6 Bank employee's illness**

1. If the number of working days, when they are worked and the working hours have not been confirmed in advance, the pay for a period of sickness is determined on the basis of the average salary during the previous 6 months.

## **§ 7 Pay**

1. A temporary transfer to a position requiring a higher minimum salary shall be compensated by paying the higher hourly wage required by the position during this period beginning on the day preceding the transfer.

## **§ 8 Validity of the agreement**

1. This Agreement shall be valid on equal terms with Collective Agreement for the Financial Sector.

## APPENDIX 4: EMPLOYMENT CONTRACT MODEL

<b>1. Agreement parties</b>	Name of employer (organisation)		
	Name of employee		
	Social security number	The above-mentioned employee agrees to work for the above-mentioned employer under its administration and supervision, with the following conditions.	
<b>2. Validity</b>	The contract is valid for the time being, as from::		
	The contract is valid for a fixed period, from:		to:
	Reason for the fixed period contract		
<b>3. Trial period</b>	A 4-month trial period is in effect as from the first day of employment. During the trial period, both the employer and the employee may terminate the contract without a period of notice.		
<b>4. Working hours and working location</b>	Regular working hours	Working location	
	The employer has the right to change these conditions within the limits of its managerial prerogative.		
<b>5. Overtime work</b>	The employee may be assigned overtime work according to current legislation and the provisions set out in the Collective Agreement.		
<b>6. Work assignment</b>	<input type="checkbox"/> The employee takes on the following work assignment, and is obliged to take on other assignments from the employer, within the limits of the employer's managerial prerogative. Work assignment:		
	<input type="checkbox"/> The following work assignment has been agreed with the employee. The employee is obliged to take on other assignments if agreed separately, or if prompted by urgent need. Work assignment:		
<b>7. Basic information for pay conditions</b>	Years of experience at the beginning of contract		years      months
	Pay at the beginning of contract	Qualification class	Pay (€/month/hour)
<b>8. Collective Agreement to follow</b>	In regard to pay and other terms of employment, both agreement parties shall comply with current legislation, appropriate rules of the organisation in question, and the Collective Agreement for the Financial Sector. Individual provisions may differ from those in the Collective Agreement if they are favourable for the employee.		
<b>9. Other terms and conditions</b>	Agreed terms and conditions that are not included the Collective Agreement or are more favourable for the employee.		
<b>10. Date and signature</b>	Two identical copies of this agreement have been made, one for both agreement parties.		
	Date and place of signature:		
Employer representative's signature:		Employee's signature:	

## APPENDIX 5: WORKING HOURS AND SPECIAL WORK LOCATIONS BASED ON A BANK-SPECIFIC AGREEMENT

In order to improve the banks' customer service ability, the Bank Employers' Association and the Trade Union SUORA have made the following agreements concerning working hours arrangements:

### § 1 Regular working hours

1. Regular working hours in customer service are from Monday to Friday.
2. Regular working hours are based on a maximum of a five-day work week.

### § 2 Special work locations and ATMs

1. Work can be done regularly on Saturdays and Sundays at passenger terminals, airports, port terminals and similar work locations as agreed separately by the labour market organisations.
2. Weekend duty to maintain ATMs can be agreed in writing according to bank-specific agreement procedure.

### § 3 Regular work on Saturdays

1. Regular work can be assigned to bank employees on Saturdays at Electronic Data Processing facilities.
2. *Even outside EDP facilities, marketing, sales, financing and investment advice work and related assignments and support functions as well as other locally agreed customer service tasks can be performed as regular work on Saturdays in accordance with the methods, terms and conditions set below in section 4 and 5.*

### § 4 Local agreements

1. *Regular Saturday work (3.2.) is the integral change as per the Act on Co-operation within Undertakings, which shall be agreed in accordance with section 40 of the collective agreement or, if the company is not subject to section 40, together with a shop steward/senior staff representative pursuant to the same formal decrees.*
2. Regular work on Saturdays requires a written agreement between the supervisor and the employee.
3. For a justifiable reason, the parties may terminate the agreements in writing, with effect in 3 months.

### § 5 Saturday pay increment

1. Saturday work under Section 3 is subject to additional payment of 50% of the basic hourly pay.

### § 6 Validity

1. This agreement shall be valid on equal terms with the Collective Agreement for the Financial Sector.



## APPENDIX 6: AGREEMENT ON THE WORKING HOURS ARRANGEMENTS FOR INTERNATIONAL PAYMENT SYSTEMS

The advent of international payment systems (e.g. TARGET, EBA) has resulted in the need to alter the working hours provisions observed under the Collective Agreement for the Financial Sector of 1 April 1999. The working hours arrangements under the present Agreement, which have been negotiated company by company in detail according to Section 2, are intended to apply to work connected with international payment systems and related support tasks from Monday to Friday on public holiday weeks.

The Bank Employers' Association and the Trade Union SUORA have agreed on the working hours arrangements concerning international payment systems as follows:

### **§ 1 Regular working hours and compensation for mid-week public holidays**

1. Regular working hours on public holidays, Midsummer Eve and Christmas Eve are paid with an increase of 150% for the two first hours and 200% for subsequent hours.
2. Regular working hours after 14:00 on Maundy Thursday are paid with an increase of 75%, and regular working hours after 14:00 on New Year's Eve are paid with an increase of 100%.
3. Regular working hours after 17:30 on the eve of other public holidays (Epiphany, The First of May, Ascension Day, All Saints' Day and Independence Day) are paid with an increase of 75%.
4. An employee who works on a public holiday is given a day off during the same week, unless agreed otherwise between the employer and the employee.

### **§ 2 Matters to be negotiated company by company**

1. Negotiations shall be held at each company according to co-operation procedure between the representatives of the employer and the employees concerning the bases, effects and alternatives of working hours arrangements. The matters discussed in the negotiations shall include, but not be limited to, the subject areas set out below.
  - Extent of activities
  - Adequate staffing
  - Work arrangements and responsibilities
  - Workshift lists
    - confirming the workshift list concerning public holidays and their eves 6 months in advance if possible
    - child care difficulties and other justifiable reasons
    - equal treatment
  - Arranging meals
  - Commuting and compensation for it
  - Being on call
  - Security considerations

### **§ 3 Validity**

1. This agreement shall be valid on equal terms with the Collective Agreement for the Financial Sector.

## APPENDIX 7: INDIVIDUAL WORKING HOURS

### **§ 1 Purpose of the individual working hours**

1. Individual working hours accommodate working hours that differ from the regular working time system.
2. Individual working hours are based on voluntariness.

### **§ 2 Agreeing on individual working hours**

1. Individual working hours require an agreement between the employer and the employee.
2. The agreement is made in accordance with the Working Hours Agreement model that has been drawn up jointly by the parties to this Agreement.
3. New employees come within the scope of the traditional working hours system.
4. When the period of individual working hours has ended, the employee is entitled to return to the traditional working hours model.
5. Shop steward / senior staff representative may, with the employee's consent, familiarise him/herself with the Working Hours Agreement.

### **§ 3 Validity of the agreement**

1. The agreement can be made for the time being, or for a fixed period of no more than one year.
2. Fixed-term individual working hours end without a period of notice.
3. An agreement that is in force for the time being and has continued for one year may be terminated with 2 months' notice. The individual working hours nevertheless continue up to the end of the averaging-out period that is in effect at the time when the period of notice ends.
4. A fixed-term agreement or an agreement that has lasted less than one year and is in force for the time being may be terminated by mutual understanding or with 2 months' notice for an especially weighty unforeseeable reason.

### **§ 4 Working hours**

1. The company and the employee shall agree on the average working hours.
2. The agreed average working time shall be no more than 40 hours a week.
3. The maximum working time according to workshift list is 10 hours per day (24h) and 48 hours per week.
4. The individual working hours must be averaged out to the agreed average working hours over periods of no more than 3 months.
5. A longer averaging-out period, up to a maximum of 12 months, is possible when the matter is agreed separately and is applicable primarily to special situations when, for example, the summer period or studies require planning the working time for the whole year.

### **§ 5 Working hours plan and workshift lists**

1. A working hours plan for the whole averaging-out period shall be drawn up for individual working hours upon mutual agreement. The matters agreed shall include the main principles of when the hours are worked during the averaging-out period.

2. The employer shall prepare a detailed workshift list for a period of at least 3 weeks. The shift list shall be made available to the employee no later than a week before the list comes into effect. A list that has been issued may not be altered otherwise than by mutual agreement.

## **§ 6 Pay**

1. Pay is determined in relation to the agreed average working hours and the working hours defined in *Section 6, Subsection 1 or 10* of the Collective Agreement. The employee's pay means the pay specified in the pay grade table plus any additional increments.

## **§ 7 Overtime and additional work**

1. When the average working time set out in a working hours agreement is a minimum of *set in section 6, Subsection 1 or 10 of the collective agreement pertaining to standard hours*, work in excess of the shift list is overtime work.
2. When the average agreed working hours are less than 37 hours a week, overtime work is work that is done beyond 7 hours and 40 minutes or a regular working time longer than this as specified by the shift list. Work in excess of the shift list that does not exceed 7 hours and 40 minutes a day is additional work.
3. *If the average hours set in section 6, subsection 10 of the collective agreement pertaining to standard hours are below the standard weekly hours of the company, any work conducted in addition to the standard daily hours or increased standard hours in accordance with the shift list is considered overtime. Any work taking place outside the shift list, which does not exceed the standard daily hours of the company, is considered overtime.*
4. The employee shall have the right to refuse overtime and additional work with due reason.

## **§ 8 Effect of days off on individual working hours**

1. Public holidays that fall on a weekday (excluding Saturdays), days off under the Collective Agreement and days of annual paid leave shorten the working hours in the averaging-out period by the average working time of one day during the period.
2. If paid annual leave or days off under the Collective Agreement are agreed after the shift list has been confirmed, these days off shorten the working hours as set out in the shift list.

## **§ 9 Other terms of employment**

1. An employee with individual working hours has the same other terms of employment as an employee with monthly pay.
2. At the end of an individual working hours agreement, the employee shall have the right to return to their previous job or a similar job, similarly to an employee returning from maternity, paternity or parental leave or child care leave.

## **§ 10 Local negotiations**

1. The details of supplementary adaptive practices can be defined together with the chief shop steward.

## **§ 11 Co-operation between the labour market organisations**

1. The Working Hours Working Group that has been set up between the parties shall monitor individual working hours practices and can issue application instructions or recommendations for use of the system, if necessary.

## **§ 12 Validity of the protocol**

1. This protocol shall be valid on equal terms with the Collective Agreement for the Financial Sector.

## APPENDIX 8: PROTOCOL OF PAY DISCUSSIONS

### § 1 Pay committee

1. A pay committee shall be established in company groups and companies listed in Appendix 8e.

The pay committee shall:

- Monitor and further the pay negotiation system.
  - Handle pay principles in company groups.
  - Take part in design and implementation of training required for the pay discussion system.
  - Handle disputes arising from pay discussions.
2. The pay committee line-up shall be agreed locally. If the local parties are unable to reach consensus, the committee shall be composed as follows:

number of employees	employee representatives	employer representatives
Less than 1000	2 - 4	1 - 2
1000 or more	4 - 6	2 - 4

3. Those members of the Federation of Finnish Financial Services that belong to an employer group or company group shall name their representatives to the pay committee.
4. The staff representative of the company group in question and the main contact person of the Federation of Professional and Managerial Staff YTN shall be ex-officio members of the committee. Other employee representatives shall be decided within relevant organisations.
5. Employee representatives and shop stewards / staff representatives shall have the same term of office in the pay committee.
6. The pay committee's meetings and forms of activity shall be agreed on within the committee. The employer shall assemble the committee as the need arises, but at least once per year. The documents required in a meeting shall be delivered to committee members at least a week before the meeting.
7. Staff representatives shall have paid leave for the time required for pay committee meetings and preparation for the meetings.

### § 2 Principles of pay determination

1. Employee's pay is determined individually, taking into account the level of difficulty of the post, the employee's competence and work effort, and the principle that everyone should receive the same pay for the same or equal work.

Employee's minimum pay is determined by qualification classes.

In company groups and companies listed in Appendix 8e, the qualification classes can be further defined by adding job descriptions therein. These job descriptions should be added in mutual understanding.

Changes in the level of difficulty of work during the employment period shall be determined according to the qualification classes in the Collective Agreement, unless agreed otherwise in the company group in question.

The qualification classes may be agreed otherwise in company groups and companies listed in Appendix 8e.

The competence and performance of an employee shall be evaluated using the evaluation form provided in the Collective Agreement (Appendix 8c), unless agreed otherwise in company groups or companies listed in Appendix 8e.

2. The company decides on its pay policies after pay policies have first been discussed in the company group and the individual company in question. After pay policies have been decided on, the company shall sufficiently familiarize its staff with the policies.
3. An employee's pay is affected by:
  - The employee's work assignments and changes in them.
  - Work experience.
  - Subtasks that are more difficult than the employee's main task.
  - Competence.
  - Responsibility.
  - Work performance
4. The aim is that employees feel they have fair and encouraging salaries.

### **§ 3 Pay discussions**

1. In addition to the personal minimum pay increases set out in the protocol of signature (Appendix 14), pay increases shall be carried out via pay discussions.
2. An employee's personal pay is increased if so decided in pay discussions.  
The personal pay is the employee's monthly pay. Company-specific increases or increments due to working conditions (Saturday, evening, night, shift work, on-call, emergency call-back and telephone consulting) are not considered as personal pay.
3. The date and time of pay discussions shall be agreed within company groups. The pay discussions shall take place before the dates of pay increases set out in the Collective Agreement.
4. Personal pay discussion is an important aspect in determining the employee's pay. The employee's supervisor has the obligation and the employee has the right to participate in pay discussion at least once per year. The supervisor and the employee shall confirm the results of the pay discussion in writing. A summary of the discussion shall be produced according to the model (Appendix 8d), unless agreed otherwise in company groups or companies listed in Appendix 8e.

5. Information on average pay, earnings trends and qualification classes in the sector and the group in question shall be made available to the employee before pay discussions.
6. The purpose of the pay discussion is to:
  - describe the employee's current work assignments and achieved results in conversation between the supervisor and the employee.
  - discuss the employee's competence and performance in his/her work.
  - discuss the employee's pay, taking into account current and possibly future work assignments and areas of responsibility.
  - try to reach consensus regarding the employee's pay increase.

#### **§ 4 Rights of individuals**

1. Before the pay discussions take place, employees and supervisors participating in pay discussions shall be familiarized with the qualification classes, evaluation of competence and performance, pay principles and the pay discussion process.
2. Supervisors and employees may end the pay discussion for due reason.
3. Pay discussions that end without consensus shall be processed as set out in this protocol (§ 8).
4. The pay committee shall process cases in which an employee's pay increase has been under half of the average raise given in pay discussions for three consecutive times. The employee may refuse this in writing.  
A pay system committee, which consists of members of the signatory organisations, shall evaluate the functionality of three consecutive pay discussions.
5. A signed summary of the discussions shall be drawn up, showing the results of the discussions plus the main arguments of the discussing parties. The summary shall be made in two copies, of which one shall be given to the employee.
6. Possible other documents related to the pay discussions shall also be made in two copies, of which one shall be given to the employee.
7. Pay cannot be reduced as a result of pay discussions.
8. During the employment period, the employer shall preserve the documents related to the pay discussions for at least 10 years. The employer shall provide the information to the employee upon request.
9. The employer shall determine the discussing parties and inform relevant people. The employer is also obliged to immediately inform relevant people should the discussing parties change.

#### **§ 5 Special situations**

1. If the employee is unable to participate in pay discussions due to absence, the discussion shall take place before or immediately after the absence.  
In case of a long family leave or sick leave, where the employee has not worked during the entire pay discussion period, the employee is guaranteed at least the average wage increase.  
The salaries of the employees referred to in this Section shall be taken into account in the pay sum of the pay discussion element, even if the wages should only be paid later in



connection with returning to work. This means that said employees would also be included in the pay sum comparison with identical personnel.

2. If the employee's supervisor changes, matters relevant to future pay discussions shall be documented if possible.
3. If the employee has several supervisors, all his/her work assignments shall be taken into account in the pay discussions.

## **§ 6 Information on pay sum**

1. The company shall give the shop steward / senior staff representative information on pay sums of similar staff within the scope of the Collective Agreement. The information shall include monthly pay sums before and after the pay increase. In companies that have 10 or more employees in both expert/supervisor qualification class (5.2 in Appendix 8a) and employee class, the pay sum of class 5.2 and other classes shall be given separately. Furthermore, the chief shop steward shall be given information on the number and size of the pay increases.
2. Should the employer representatives and employee representatives be unable to reach an agreement on pay increases within a company, the employee representative may demand for the negotiation to follow the rules set out in this protocol (§ 8).

## **§ 7 Earnings trends in company groups and labour market organisations**

Once the parties have received pay statistics on the financial industry in Confederation of Finnish Industries, earnings trends in labour trade organisations shall be examined by April 30. Earnings trends in company groups shall be examined by May 15. It shall be done by the pay committees set out in this protocol.

In company groups and companies listed in Appendix 8e, earnings trends are examined within the company group in question. It shall be done annually by May 15, after Confederation of Finnish Industries statistics are compiled. Pay increases must be at least as high as set out in the Collective Agreement.

Qualification classes are also monitored in company groups, in terms of which qualification classes employees are assigned to. It is done in regard to both the company group in question, and the whole financial sector. If a company group's employee distribution differs significantly from that of the rest of the sector, the reason shall be investigated.

This is the responsibility of the pay committees set out in this protocol.

## **§ 8 Rules on negotiation**

These rules on negotiation apply to disputes regarding pay principles, qualification classes or pay discussions. Pay policies are decided by the employer, and these rules on negotiation do not apply to them.

Apart from the provisions in this protocol, provisions set out in the Collective Agreement shall have the same rules on negotiation as the Shop Steward Agreement (Appendix 12, Section 11) and Senior Staff Representative Agreement (Appendix 12a, Section 8).

### 1. Local negotiations

Disputes shall first be negotiated locally between employer representative and relevant shop steward / senior staff representative, as set out in the Shop Steward Agreement (Appendix 11, Sections 2-6).

### 2. Pay committee of company groups

If consensus cannot be reached in local negotiations, either party can take the dispute into the pay committee of the relevant company group or company listed in Appendix 8e.

If the dispute remains unsettled in the pay committee, the committee shall draw up a memorandum without delay. The memorandum shall include relevant facts and arguments of both parties.

### 3. Pay system working group of labour market organisations.

In company groups and companies listed in Appendix 8e, the negotiation parties may assign an unsettled local dispute to the pay system working group of relevant labour market organisation, if the dispute concerns Section 9 (local agreement) of this protocol, or its interpretation.

An unsettled dispute in the pay committee may be taken to the pay system working group of the relevant labour market organisation, unless the dispute concerns the supervisor's evaluation of the employee's performance, or the interpretation of qualification classes or evaluation criteria agreed in the relevant company group.

### 4. Disputes Board

If the dispute remains unsettled in the pay system working group, either labour market organisation may refer the dispute to the Disputes Board. The labour market organisations have agreed that disputes related to this protocol shall not be taken to the Labour Court.

## **§ 9 Local agreement**

1. In company groups and companies listed in Appendix 8e, the following provisions may be agreed locally and may differ from this protocol:
  - pay committee (§ 1).
  - qualification classes (§ 2).
  - evaluation of employee's competence and performance (§ 2).
  - job description form (§ 2).
  - date and summary of pay discussions (§ 3).
2. The parties to local agreements are:
  - company groups: company group and registered employee associations (Pro, Nousu, YTN).
  - bank groups: registered employer association and registered employee associations (Pro, Nousu, YTN).
  - companies listed in Appendix 8e: pay committee.
3. Negotiations are carried out in industrial peace, and they shall not be taken to the signatory organisations.

4. The local agreement shall be in writing. It shall point out which provision(s) have been agreed differently than in the Collective Agreement, who it applies to, the content of the agreement and the date it takes effect.
5. The agreement may be made for a fixed term or for the time being, with a period of notice of 3 months.
6. Any disputes arising from the interpretation of the rules of the local agreement shall be settled as set out in this protocol.

#### **§ 10 Discussions prior to starting pay discussions**

In companies, the following matters shall be discussed before implementing the pay discussion model:

1. pay policy (discussing with employee representatives and informing other employees).
2. pay discussion related training for supervisors and employees.
3. carrying out pay discussions in companies.
4. content of the current Collective Agreement and possible local adjustments in company groups or companies listed in Appendix 8e, including date and amount of pay raises.
5. pay discussions in special situations.
6. monitoring pay discussions and handling unsettled disputes.

#### **§ 11 Discussions prior to pay discussions in the future**

When the company has started to use the pay discussion model, possible changes in matters set out in Section 10 of this protocol shall be discussed prior to next pay discussions.

#### **§ 12 Miscellaneous provisions**

Employer and employee representatives in companies listed in Appendix 8e may locally agree otherwise on matters in which local agreements are approved in relevant company groups or labour market organisations.

In companies listed in Appendix 8e, a pay committee shall be formed. Disputes that remain unsettled in the pay committee may be assigned to the pay system working group of the relevant labour market organisation.

##### Earnings trends of shop stewards/senior staff representatives that take part in negotiations.

In evaluating the competence and performance of shop stewards/senior staff representatives, the honorary office and the time it requires shall also be taken into account. The parties agree that shop stewards/senior staff representatives shall have an equal status with other employees in the pay discussions, and the honorary office shall not count against them.

After the pay discussions, the employer gives the company group employee representative information on the earnings trends of shop stewards/staff representatives taking part in the negotiations. If the earnings trend differs from the expected earnings trend (considering the competence and performance of the shop steward/senior staff representative), the reason shall be investigated and possible change considered.

### Company group staff representative

In company groups within the scope of the Collective Agreement, a company group staff representative may be nominated from shop stewards. The company group staff representative shall handle practical implementations of matters set out in this protocol. Duties and operating prerequisites of the company group staff representative shall be agreed locally.

If a company group staff representative is nominated, the nominator shall be a member organisation of Trade Union Pro or Trade Union Nousu representing the staff of the company group in question. Leave of the representative's previous work assignment shall be agreed within the company group in question, taking into account the representative's duties and conditions of activity. Other rights and duties shall be determined by the Shop Steward Agreement.

### Organisations of the financial sector

Unless locally agreed otherwise, Boards of those members of Trade Union Pro, Trade Union Nousu or Federation of Professional and Managerial Staff YTN that represent staff of the financial sector may assemble three times per year, without loss of earnings, to discuss matters related to the pay system.

## APPENDIX 8A: QUALIFICATION CLASSES IN THE FINANCIAL SECTOR

- The pay discussion model includes minimum pay for all qualification classes (Appendix 9).
- In pay discussions, the qualification classes work as a tool for evaluating difficulty in the work assignment and possible changes in it.
- The qualification classes may be agreed differently in company groups and companies listed in Appendix 8e.

	Basic tasks (qc 2)	Occupational tasks (qc 3)	Professional tasks (qc 4.1.)	Professional tasks (qc 4.2.)	Expert tasks (qc 5.1)	Expert tasks (qc 5.2)
General overview	Customer service support task or other basic task of similar difficulty	Typical occupational task of the sector, for example customer service task or an occupational task of similar difficulty	Professional task of the sector, for example independent and diversified customer service task or a professional task of similar difficulty	Challenging professional task of the sector, for example challenging special customer service task or a challenging professional task of similar difficulty	Expert or supervisor task including responsibility of a sector or function	Challenging expert task, managerial or executive position with significant responsibility of a sector or function and developing, designing or leading it
Competence	The work requires basic vocational knowledge and working methods.  Competence is based on appropriate training and orientation or workplace learning	The work requires occupational knowledge and working methods.  Competence is based on appropriate training and work experience	The work requires professional financial knowledge and working methods.  Competence is based on appropriate training and adequate work experience	The work requires deep professional financial knowledge and skills and the ability to interpret directions.  Competence is based on appropriate training and adequate work experience	The work requires diverse financial knowledge, analysing skills and special knowledge of related sphere of responsibilities.  Competence is based on appropriate training and considerable work experience and/or theoretical training	The work requires diverse and/or deep financial knowledge and ability to utilize theoretical knowledge into the area of operation and working processes.  Competence is based on appropriate training and considerable work experience and/or theoretical training
Decision-making	The work is done according to instructions  The work and compliance with instructions is monitored  Work situations are of unchanging nature	The work is done according to general instructions, separate instructions and models.  Progress is monitored.  Work situations change	The work is done according to general instructions, and requires consideration of various possible solutions.  Work situations change often	The work is done according to general instructions and working models, and requires consideration of various possible solutions.  Work situations change often and may be new, customer dependent or case-specific	The work is done independently according to set objectives.  Work situations are challenging and objective-oriented	The work is done independently according to set objects and plans of action.  The work includes independent responsibility of fulfilling set objectives by designing, managing, and improving the relevant sphere of responsibilities.  Decisions are objective-oriented and challenging
Interaction	The work requires normal workplace interaction	The work requires customer service skills	The work requires negotiation and guiding skills	The work requires negotiation and influential skills	The work requires negotiation and influential skills in difficult negotiations and other interactive situations	The work requires challenging and persistent managing of customer relations or supervisor/employee relations, and motivational or influential skills

## APPENDIX 8B: JOB DESCRIPTION, FINANCIAL SECTOR

Working title:

Date:

1. Job description.
2. Knowledge and skills required for the job.
3. Decision-making: how independently, according to what kind of instructions and in which types of decision-making situations the work is done.
4. Interaction: Sales, negotiation and other interaction skills required for the job.

APPENDIX 8C: EVALUATION OF COMPETENCE AND PERFORMANCE IN PAY  
DISCUSSIONS

Name of employee:

Name of supervisor:

	1: Achieves clearly less than the task requires	2: Achieves slightly less than the task requires	3: Fulfils the requirements of the task in every respect	4: Achieves slightly more than the task requires	5: Achieves clearly more than the task requires
Competence <ul style="list-style-type: none"> <li>Sufficiency of knowledge, skills and experience</li> <li>Ability to find new working methods</li> <li>Ability to improve and keep skills up to date</li> </ul>					
Interaction and cooperation <ul style="list-style-type: none"> <li>Ability to communicate in different situations</li> <li>Ability to create cooperative atmosphere and build trust</li> <li>Ability to influence, negotiate and sell in different situations</li> <li>Ability to give and receive feedback</li> </ul>					
Independency and decision-making <ul style="list-style-type: none"> <li>Ability to take initiative and make decisions that the task requires</li> <li>Ability to adapt to change</li> <li>Ability to work systematically and independently</li> </ul>					
Quality of work <ul style="list-style-type: none"> <li>Good quality work</li> <li>Ability to improve</li> </ul>					
Productivity and objectives <ul style="list-style-type: none"> <li>Ability to work according to objectives</li> <li>Ability to work actively and productively</li> </ul>					
Management (supervisor/ director only) <ul style="list-style-type: none"> <li>Ability to organise and set objectives Ability to manage employees</li> <li>Ability to motivate, reward and encourage</li> <li>Ability to communicate openly and efficiently</li> <li>Ability to improve the organisation's productivity</li> </ul>					
Other, locally agreed criteria (describe)					
Total score / average score::					



Was consensus reached in evaluating employee's competence and performance? Yes <input type="checkbox"/> / No <input type="checkbox"/>	
Opinions of both parties	
Date and signatures	
Supervisor	Employee

In pay discussions, the employee's competence and performance are estimated in regard to his work assignment, using the attached scale and criteria, unless otherwise agreed in the company group in question.

The evaluation is signed by the supervisor and the employee. Additionally, it is testified in writing whether a consensus was reached between the supervisor and the employee.

**Guideline:**

1. A recently hired employee is expected a level 3 performance only after training period.
2. The performance of a competent and experienced employee should be good in every respect.
3. Each criterion has some elements mentioned as an example.
4. Average score is calculated by dividing total score by the number of graded sections.

APPENDIX 8D: SUMMARY OF PAY DISCUSSIONS

Employee

Supervisor

Unit/division/department

<b>1. Difficulty of the work</b> (job description form attached)
Most relevant changes in the job description:
The employee's qualification class changes: yes / no New qualification class:
Possible upcoming changes in the work:
<b>2. Employee's competence and performance</b> (evaluation form attached)
Observations of the employee's competence and performance:
Possible requirements and action to be taken to improve the employee's competence and performance:

New monthly salary, as from DD / MM / 20YY : € / month

We agree on the amount of pay raise

We have not reached consensus on the pay raise

If consensus has not been reached, each party is asked to explain their opinions.

Reason for difference of opinion:	
Signatures	
Date and place	
Supervisor	Employee

**Guideline:**

The amount of pay raise may be stated in a short follow-up discussion, once the supervisor has been to all pay discussions.

## APPENDIX 8E: COMPANIES IN PROTOCOL OF PAY DISCUSSIONS

The companies mentioned in protocol of pay discussions (Appendix 8, Section 12) are the following (24 September 2015):

Aktia Pankki Oyj

Nets Oy

Oma Säästöpankki Oyj

Oy Samlink Ab

Svenska Handelsbanken AB (publ.), Finnish branch office

Bank of Åland

## APPENDIX 9: MINIMUM WAGES

### Financial sector salaried employees, monthly salaries at 1 December 2015

#### Helsinki, Espoo, Vantaa, Kauniainen

Job qualification class	€
2	2064
3	2180
4.1	2278
4.2	2402
5.1	2662
5.2	3030

#### Rest of Finland

Job qualification class	€
2	1997
3	2108
4.1	2206
4.2	2303
5.1	2501
5.2	2900

### Financial sector salaried employees, hourly wages at 1 December 2015

#### Helsinki, Espoo, Vantaa, Kauniainen

Job qualification class	€
2	13,49
3	14,33
4.1	14,97
4.2	15,80

5.1	17,53
5.2	19,91

### Rest of Finland

Job qualification class	€
2	13,03
3	13,82
4.1	14,48
4.2	15,15
5.1	16,47
5.2	19,10

## APPENDIX 10: MODEL TRAVELLING COMPENSATION REGULATIONS

### 1. General

- 1.1 When the employer instructs an employee to travel to another locality, travel costs are reimbursed and a daily allowance is paid.
- 1.2 The duration and length of the travel is calculated from the employee's residence or workplace.
- 1.3 The mode of travel and accommodation shall be agreed with the employer.
- 1.4 Compensation is determined according to the currently valid decision of the National Board of Taxes.

### 2. Travel costs

- 2.1 The employer shall reimburse the employee for all necessary costs of travel and accommodation.
- 2.2 Compensation for the use of one's own car is determined according to the relevant decision of the National Board of Taxes.

### 3. Daily allowance

- 3.1 A daily allowance is paid when the business trip extends to a distance of over 30 km.
- 3.2 When the business trip lasts:
  - a) 6-10 hours, a partial daily allowance is paid
  - b) over 10 hours, a full daily allowance is paid
- 3.3 A meal allowance is paid according to the relevant decision of the National Board of Taxes.
- 3.4 A daily allowance for travelling time is paid to an employee travelling to a professional training venue.

If free meals and accommodation are not arranged, a per diem will be paid and the costs of accommodation reimbursed as agreed.

### 4. Validity

- 4.1 The model travelling compensation regulations shall be valid on equal terms with the Collective Agreement for the Financial Sector.

## APPENDIX 11: PROTOCOL ON PENSION BENEFITS IN THE BANKING SECTOR

### **1. Supplementary pension security**

A bank employee whose employment began no later than on 30 June 1991 is entitled to the supplementary pension cover which the employer arranged at that time. The following has been agreed between the parties in respect of this stipulation:

- 1.1. A bank employee who is entitled to supplementary pension security on 30 June 1991 and whose employment continues is entitled to supplementary pension security arranged by the employer up to the pensionable age or the occurrence of some other pension security, and pension security accrues even in the case that the supplementary pension institution or insurance arrangement is closed to new bank employees who have entered into employment following said closure.
- 1.2. A bank employee who transfers to the service of another employer within a bank group or group of companies in which supplementary pension security has been arranged through the same joint pension institution shall retain his/her right to continuous supplementary pension security.
- 1.3. If there are changes in the social legislation, the statutes of the supplementary pension institution or the terms of the supplementary pension policy can be altered in accordance with the principles of the amended legislation. Otherwise the total monetary value of a pension entitlement must not be reduced unless there are weighty reasons for this.

### **2. Pension security of hourly bank employees**

Supplementary pension security does not apply to hourly bank employees who work for no more than half of the regular working hours. Should such a bank employee move to within the scope of the Collective Agreement in the banking sector, the time in service entitling said employee to a supplementary pension shall be calculated from this time on unless the employee is entitled to a more favourable service time on the basis of the bank's supplementary pension scheme.

### **3. Changes in supplementary pension security entering into force on 1 January 1995**

#### **3.1 Increase in pensionable age**

A person who is employed at 1 January 1995 and has supplementary pension cover shall be subject to an increase in the pensionable age as from 1 January 1995 as follows:



Age at 1 January 1995	Year of birth	Women	Men	
under 32 yrs	1963 -	65	65	
32 - 37 yrs	1958 - 1962	64	65	
37 - 42 yrs	1953 - 1957	63	64	
42 - 47 yrs	1948 - 1952	62	64	
47 - 52 yrs	1943 - 1947	61	63	
over 52 yrs	- 1942	60	63	(62 for those whose pensionable age has been 62)

### 3.2. Changes in pension accrual

As from 1 January 1995, the annual pension accrual shall be changed in accordance with the Employees' Pensions Act, i.e. to 1.5%. The pension accrual of bank employees who have reached the age of 52 before 1 January 1995 will remain unchanged.

Bank employees who have reached the pensionable age and 30 years of service before 1 January 2005 can retire on a full pension at the pensionable age in force at 31 December 1994 (women 60, men 62/63) or as soon as they have reached 30 years of service if this happens before the new pensionable age mentioned in the stepwise table.

### 3.3. Equal treatment of supplementary pension benefits

The Act on the Equal Treatment of Voluntary Supplementary Pension Schemes came into force on 1 December 1997.

The right of choice under Section 3 of the Act is accorded to bank employees who do not have supplementary pension cover and whose pensionable age is determined on the basis of Section 3.1.

## 4. Validity

This protocol shall have the same force and binding effect as the general Collective Agreement and be in force with the same validity as the Collective Agreement for the Financial Sector.

## APPENDIX 11A: SUPPLEMENTARY PROTOCOL ON PENSION BENEFITS IN THE BANKING SECTOR

### **1. Background and purpose**

The background factor for these revised stipulations is the employment pension reform that came into force at the beginning of 2005. The purpose of the revised stipulations is to preserve the gap-filling nature of the supplementary pension system and the content of the employer's pension promise. To the extent that statutory pensions fall short of the total pension promised, the difference shall be paid in the form of a supplementary pension.

Implementation of the supplementary pension in accordance with the Collective Agreement is hereby made possible by means of the necessary revisions of a technical nature.

The revisions do not affect the other terms and conditions of supplementary pension benefits; for example, pensionable ages and membership of a supplementary pension scheme shall remain unchanged.

### **2. Calculation of supplementary pensions**

The amount of a supplementary pension can henceforth be calculated in the manner set out in Paragraph 2.1 or 2.2. Both methods of calculation fulfil the minimum level requirement under the Collective Agreement.

#### **2.1. Method of calculation based on the currently valid determination of supplementary pensions**

The amount of a supplementary pension at present is calculated on the basis of the pension income under the Employees' Pensions Act. A full total pension is still 60 per cent of this pension income. In future, as now, the employer can arrange implementation of supplementary pension security that fulfils the minimum level requirement under the Collective Agreement by means of this calculation method.

#### **2.2. Pegging of a supplementary pension**

The target amount of a supplementary pension can be pegged as follows:

The target supplementary pension is calculated at 31 December 2004 in accordance with the pension regulations that were in force at that time. The assumption applied in calculating an old age pension is that the beneficiary's employment will continue up to the pensionable age under the Collective Agreement at the pension income as calculated on 31 December 2004. A basic old age pension accrues at the rate of 1.5 per cent a year for persons under 60 years of age and at 2.5 per cent a year for those who have reached the age of 60. The target supplementary pension covering disability is defined by

calculating the basic pension on the assumption that the employee becomes disabled at 31 December 2004. The post-contingency accrual rate applied to a disability pension is 1.5 per cent a year when calculating the amount of the basic pension. In calculating the target supplementary pension, statutory pensions based on employment in a job or post are taken into account as well as the basic amount of the national flat-rate pension frozen to the level at the end of 1995. The target supplementary pension is received in the full amount, if the employee's time in service is at least 360 months. If there are less than 360 months of service, the amount of the supplementary pension is the number of months of service times one 360<sup>th</sup> of the target supplementary pension.

### **3. Index linkage and lifespan factor**

The amount of an additional pension that has been pegged in accordance with Paragraph 2.2 is reviewed annually by applying the salary coefficient pursuant to the Employees' Pensions Act in force on 1 January 2005.

Supplementary pensions that are being paid out are tied to the pension index under the Employees' Pensions Act that is in force on 1 January 2005.

Peggings of supplementary pensions based on already recorded paid-up policies and the preservation of their value before retirement shall be retained unchanged. These peggings refer to, among others, the arrangement made in connection with the dissolution of the Savings Bank Pension Fund, in which the insurance portfolio was transferred to a life assurance company.

The lifespan factor pursuant to the Employees' Pensions Act that came into force on 1 January 2005 will not be applied. Accordingly, the lifespan factor does not have an effect on the amount of the basic pension that is used in calculating the amount of the supplementary pension. Nor does it affect the amount of a supplementary pension.

### **4. Validity**

These rules are to be applied to occurrences of pension contingency as from 1 January 2006 at the latest.

Bank Employers' Association

Trade Union SUORA

Delegation of Professional Managerial Employees (YTN)

## APPENDIX 12: SHOP STEWARD AGREEMENT

### § 1 Scope of the Agreement

1. The Agreement shall be applied in companies that are bound by the terms of the Collective Agreement for the Financial Sector.

### § 2 Shop steward

1. A shop steward means a shop steward and deputy shop steward who are elected by organised bank employees from amongst their number.
2. A workplace shop steward means a bank employee who is elected from amongst the organised bank employees of a workplace comprised of one or more branch offices or departments for the purpose of attending to the duties mentioned in this Agreement.
3. In companies having at least 200 bank employees falling within the scope of the Collective Agreements for the Financial Sector as well as in companies that are identified separately by the contracting parties, the organised bank employees can elect shop stewards for regionally or functionally independent units; hereinafter the name “negotiating shop steward” shall be used in reference to them.
4. In companies having at least 30 bank employees falling within the scope of the Collective Agreements for the Financial Sector, the organised bank employees can elect a special shop steward who represents all the organised bank employees of said company and is referred to hereinafter as the chief shop steward.
5. In companies that do not have a chief shop steward, a shop steward representing all the company’s organised bank employees shall be elected, said representative being referred to hereinafter as the negotiating shop steward.
6. For the shop stewards mentioned above in Paragraphs 2-5, a deputy shop steward can be elected who, whenever the shop steward is unable to exercise his/her duties, shall act as an alternate and during said time have the rights and obligations of a shop steward.
7. A shop steward pursuant to this Agreement must be a permanent salaried employee of said company or workplace who works in the sector covered by the Collective Agreement for the Financial Sector and be a member of Trade Union Pro or Trade Union Nousu and, furthermore, be well acquainted with the conditions at the workplace.
8. Should the operations of the company or its functional unit undergo an essential reduction or expansion or as the result of a transfer, merger or incorporation of the business or a comparable essential organisational change, the shop steward organisation shall be brought into line with the size and structure of the company or its organisational unit that has undergone such a change in accordance with the principles set out in this Agreement.
9. Disputes concerning a breach, application and interpretation of the agreement concerning bank employees occupying supervisory positions shall be negotiated between the bank and the supervisor or a representative separately elected by the supervisors. The stipulations concerning the position of the negotiating shop steward shall be observed in respect of the supervisors’ representative.

### **§ 3 Election of shop stewards**

1. The election of a shop steward can be carried out during working hours at the workplace, in which case an opportunity must be reserved for all organised bank employees to take part in the election. Organising and carrying out the election must nevertheless not disturb normal working. The time and place of the election must be agreed with the employer no later than 14 days before the ballot. The ballot shall be attended to mainly by the shop steward or, if he is unable to exercise his duties, by the deputy shop steward if there is one. The time necessary for these officials to carry out the ballot shall be counted as time spent on the exercise of the shop steward's duties.
2. The employer shall be informed in writing of the shop steward elected and any deputy as well as of their resignation or dismissal.

### **§ 4 Shop steward's employment relationship**

1. As a condition for carrying out the shop steward's duties successfully, this Agreement sets out the factors related to the shop steward's employment relationship which differ from the terms of employment of other bank employees. In other respects, a shop steward is in the same position in the job relationship with his/her employer as are other bank employees. The shop steward is responsible for personally observing general terms of employment and working hours, line management's regulations as well as rules of order at the workplace.
2. The shop steward's opportunities for development and career advancement must not be weakened due to acting as a shop steward.
3. A bank employee acting as a shop steward must not, whilst exercising these duties or because of them, be transferred without their consent to more poorly paid work or without an especially weighty reason to another job than they held at the time of being elected shop steward and they must not be coerced or dismissed because of their position as a shop steward.
4. If the ordinary work of a person elected shop steward interferes with the exercise of the shop steward's duties, other work shall be arranged for him or her, taking into account the conditions of the company or its operating unit and the shop steward's professional skill. An arrangement of this kind must not lead to a lowering in the shop steward's income.
5. The trend in the shop steward's income must be in line with the trend in income for the given level of performance in the entire financial sector.
6. If the company's labour force is cut or laid off for economic or production-related reasons, the arrangements observed must be such that the shop steward is the last to be affected by such a measure. If the shop steward cannot be offered work corresponding to his professional qualifications or competence, a departure from this stipulation can be made. If the shop steward considers that he/she has been terminated or laid off against the provisions set out above, he shall have the right to demand that the matter be settled between the labour market organisations.
7. Otherwise a shop steward's employment contract shall not be terminated under legal grounds for termination without observing the provision on consent of a majority of the bank employees, as required by the Employment Contracts Act, Chapter 7, Section 10, Subsection 1, which is to be ascertained by Trade Union Pro or Trade Union Nousu.

8. The shop steward's employment relationship must not be terminated on the grounds that the shop steward has violated the rules of order set out in the Employment Contracts Act, Chapter 3, Section 1. Nor may the shop steward's employment be terminated on the grounds of sickness without observing the full period of notice for terminating employment.
9. In assessing the grounds for terminating the employment contract, the shop steward must not be placed in a weaker position compared with other bank employees.
10. The provisions of this paragraph must also be applied to a candidate for chief shop steward who has been nominated by the union, whereby the union has informed the employer of the person's nomination in writing. Protection for a candidate nevertheless shall begin no earlier than 3 months before the start of the term of office of the chief shop steward who is to be elected and end, for any candidate other than the shop steward elected in a ballot, when the union has established the result of the ballot.
11. In respect of an employee who has acted as chief shop steward, the provisions of this paragraph shall also be applied for six months after the end of their term as chief shop steward.
12. A shop steward must be informed of the termination of his or her employment at least a month before the commencement of the period of notice according to the Collective Agreement. The reason for the termination must be entered in the notice of redundancy or dismissal given to the shop steward. The employer shall also inform the union local concerned or other regional member union of the notice given to the shop steward.
13. If the shop steward's employment contract has been terminated in violation of the present Agreement, the employer shall pay compensation to the shop steward to a minimum amount of 10 months and a maximum of 30 months of salary. The compensation is to be set on the same grounds as are prescribed in the Employment Contracts Act, Chapter 12, Section 2, Subsection 2. Violation of the rights under this Agreement shall be taken into account as a factor that increases the amount of compensation. If the court considers that the prerequisites for continuing the employment or for reinstating an already terminated employment relationship exist and the employment is not continued irrespective of this, this factor shall be taken into account as an especially weighty reason in setting the amount of compensation.

## **§ 5 Shop steward's duties**

1. The primary duty of a shop steward is to act as the representative of the organised bank employees who are bound by the terms of the relevant collective agreement in matters concerning application of the collective agreement.
2. The shop steward represents the organised bank employees in matters concerning the application of labour legislation and generally in issues connected with relations between the employer and bank employees as well as development of the company. It is furthermore a task of the shop steward to play a part in maintaining and developing negotiation and co-operation activities between the company and the staff.

## **§ 6 Shop steward's right to obtain information**

1. If any unclear point or disagreement arises concerning bank employees' salary or other employment-related matters, the shop steward shall be given all information that has a bearing on adjudicating on the case at issue.
2. The shop steward shall receive in writing the following information on all the company's bank employees:
  - a) the first and last names of the bank employees
  - b) the place of work (organisational department/branch office)
  - c) time of entering employment
  - d) employees whose contract has been terminated, reduced to part-time and laid-off
  - e) the number of fixed-term bank employees and the agreed duration of the employment relationships
  - f) the number of full and part-time bank employees
  - g) the number of staff who have been employed for half a year and can be called to work separately or are other temporary employees
  - h) a statement of the information that is collected during hiring and changes in it
  - i) a statement setting out the grounds for making use of fixed-term and part-time employment contracts for bank employees
  - j) the job qualification class to which the bank employee or the work performed belongs
3. The shop steward shall receive the information twice a year at times that are agreed locally. The shop steward shall receive information on new bank employees quarterly. When the Collective Agreement has been concluded in the sector and the changes resulting from it have been carried out at the company, the shop steward shall receive such information on the changes without delay.
4. In addition, the chief shop steward shall receive annually by May 15 information on the following matters based on salary statistics for the previous October:
  - a) breakdown of job qualification classes
  - b) average income of staff belonging to a given performance level
  - c) information on points a-b separately for men and women

Information shall not be furnished for groups of fewer than six people.

The manner in which the above-mentioned information is made available to other shop stewards as well shall be agreed locally.

5. For the purpose of monitoring salary appraisals, the chief shop steward shall receive an estimate of the salary increase element to be distributed under the said appraisals before they commence. The employer and the chief shop steward shall then discuss the grounds for the salary appraisals and monitoring thereof.

The company shall advise the chief shop steward of the salary totals of identical staff falling within the scope of the Collective Agreement for the Financial Sector for the month of the salary increase and for the preceding month. The said salary totals shall be notified separately for supervisory or specialist grades (5.2) and for salaried employees in companies with no fewer than 10 employees at both supervisory or specialist grades and at

salaried employee grades. The chief shop steward/senior staff representative shall also be informed of the number and size of salary increases made.

6. If the company has a chief shop steward, the above-mentioned information shall be given to him or her. If, apart from a chief shop steward, the company has negotiating shop stewards, the information shall be furnished to them too in a manner to be agreed locally. At companies that do not have a chief shop steward, the above-mentioned information shall be given to the negotiating shop steward.
7. The shop steward shall have the same right as the shop steward prescribed in the relevant legislation to familiarise him/herself with a list setting out emergency and Sunday work, overtime work and the increased wages paid for them.
8. *The shop steward has the right to receive the required information pertaining to the negotiations of a local agreement in good time before the negotiations start.*
9. The shop steward must keep confidential the information he/she has received for attending to his tasks on the basis of the above.

## § 7 Excusing the shop steward from work

1. If the number of bank employees represented by the shop steward, their job turnover or the number of their work stations call for excusing the shop steward from his/her ordinary work for the purpose of attending to shop steward duties, the company shall reserve for the shop steward, and particularly for a negotiating shop steward and chief shop steward, sufficient working time and, if necessary, an excused absence from work on a regular basis for the purpose of attending to the shop steward duties in a manner to be agreed locally. When assessing the need for job release required for shop steward duties attention shall be paid to the foregoing duties and also, in particular, to the volume of duties arising from the salary system, and the shop steward shall be granted the locally agreed additional job release that is required for these duties.

The federations agree that the need for additional job release arising from a change in the salary system will be greater at the initial stage, but will diminish after the salary system becomes established.

*The prerequisite for concluding a local agreement is that the shop steward be given sufficient time off work if required.*

### Entry in the protocol:

As a guideline for the local agreement and in order to cover disagreement situations, the parties have drawn up the following guidelines which also take into account the time that must be spent on implementing the co-operation procedure:

Number of bank employees	Prescribed amount of excused absence from work (hours/week)
<b>Chief shop steward</b>	
30 – 99	4 – 6
100 – 149	6 – 8
150 – 199	8 – 10



200 - 399	10 - 13
400 - 999	13 - 19
1000 -	totally excused from work
<b>Negotiating shop steward</b>	
20 - 49	3 - 4
50 - 99	4 - 5
100 - 199	5 - 6
200 -	6 - 7

Attending to the shop steward duties shall be facilitated by creating a deputy system that is agreed on a local basis.

2. The employer and the shop steward shall agree together on when the excused absence mentioned in Paragraph 1 above shall be granted. In doing so, account shall be taken of the company's operational requirements, whilst ensuring that the shop steward duties can be attended to duly and properly.
3. Within nationwide banks the chief shop steward and negotiating shop stewards furthermore have the right to hold a meeting of a maximum of one working day in length once a year at a locally agreed time and in an agreed place, for which they shall be reimbursed for the costs incurred in accordance with the bank's travel compensation rules. The meeting shall be convened by the employer and its agenda shall include a meeting together of the employer's representatives and the chief shop stewards as well as the negotiating shop stewards and a meeting among the above-mentioned shop stewards, to which the greater part of the available time will be devoted.

### **§ 8 Shop steward's storage and office space**

1. The shop steward shall have the right to receive storage space for the documents and office equipment that are necessary for carrying out his/her duties. The chief shop steward and negotiating shop steward shall have the right to use, if necessary and at no charge, appropriate office space that can be made available to the shop steward if the employer possesses such facilities. The shop steward shall have the right to use the office equipment in such office space for attending to the shop steward duties agreed together with the employer.
2. 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.

### **§ 9 Compensation for lost income**

1. The employer shall compensate for the income that the shop steward loses during working hours either in local negotiations with the employer's representative or in carrying out other tasks agreed with the employer.
2. If the shop steward carries out tasks agreed with the employer outside his/her regular working hours, overtime compensation shall be paid for the time thus lost or the employee and the bank shall agree on some other kind of additional compensation.

3. If the shop steward is called upon by the employer to travel in order to attend to the duties agreed with the employer, the shop steward shall be paid compensation for travel costs in accordance with the bank's travel compensation rules, but nevertheless such that the employee's actual costs are covered.
4. It can be agreed locally on the payment to chief shop stewards and negotiating chief shop stewards of the compensation mentioned in Paragraph 2 above and compensation for the time required for the co-operation procedure as specified by said act and which is conducted outside working hours, said payment being made regularly on top of the monthly basic salary as a lump-sum in the amount of:

<b>Chief shop steward</b>	
Number of bank employees	Shop steward increment as from 1 December 2015 (€)
30 - 49	163,70
50 - 99	215,92
100 - 199	261,12
200 - 349	268,15
350 - 499	321,38
500 - 699	389,67
700 -	426,83
<b>Negotiating shop steward</b>	
Number of bank employees	Shop steward increment as from 1 December 2015 (€)
20 - 49, if only one negotiating shop steward	130,56
50 - 99	130,56
100 - 199	163,70
200 -	204,88

5. The above-mentioned lump-sum shall be paid to deputy shop stewards who attend to the main shop steward's duties for a period of at least 4 weeks.
6. The time spent in taking care of the shop steward's duties shall be taken into account appropriately in setting the shop steward's goals.

## **§ 10 Shop steward's training**

1. In order to facilitate participation in one-month or shorter courses that are connected with shop steward activities and are jointly arranged or approved by the contracting parties or their co-operation bodies, the employer is obligated to excuse the shop steward from work without suspending the employment relationship if this can be done without substantial detriment to the company's operations. If this cannot be done, the shop steward shall be informed, no later than 10 days before the start of the course, of the reason why release from work would cause substantial detriment. Notification of intention to participate in a course must be made at least 2 weeks before the start of the course for a course lasting a maximum of one week and at least 6 weeks in advance in the case of a longer course.

2. The chief shop steward, deputy chief shop steward, negotiating shop steward and workplace shop steward shall have the right to participate in shop steward courses without a reduction in their salary.
3. *The Parties recommend that, in order to ensure negotiation competence, all situations in which the regular staff representative is prevented from fulfilling their duties (e.g., due to an extended absence) should be anticipated.*
4. When a shop steward participates in training activities that have been arranged or approved by the contracting parties together or their co-operation bodies and deal with labour protection, rationalisation, human resources management, business economics or other such subjects, the employer shall compensate for both their lost income and the costs incurred in undergoing the training.
5. Attending the courses set out above in this section must not lead to a suspension of the employment relationship or reduction in annual leave, pension or other comparable benefits.
6. After a chief shop steward's and a negotiating shop steward's term of office comes to an end, the shop steward and the employer shall ascertain jointly whether maintaining the employee's professional skill calls for vocational training for the previous job or an equivalent one. The employer shall arrange the training that has been jointly determined. In settling on the content of the training, attention shall be paid to the excused absences from work, the duration of the shop steward period and the changes in working methods that have taken place during that time.

## **§ 11 Negotiation procedure**

1. In issues concerning the performance of work and its technical arrangement, the bank employee must take the matter up directly with line management.
2. Disputes concerning pay and other terms of employment shall be settled in local negotiations.
3. The shop steward and bank employee must be informed of who is acting as the employer's representative in local negotiations and of what the representative's area of responsibility and authority are if these are limited to certain subject groups regionally or in respect of personnel matters.
4. Negotiations for looking into and settling a dispute must be started without delay after a negotiation request has been presented. If the negotiations cannot be started immediately, the shop steward must be informed of the reason for this and the time when the negotiations will be started. The negotiations must be conducted in a businesslike manner without a prolonged taking of stands.
5. The dispute must first be dealt with between the employer's representative and the bank employee or the shop steward concerned. In dealing with a dispute at a particular workplace, the factual circumstances of the dispute shall be ascertained and, as far as possible, a position shall be taken, presenting the arguments for it, on the issue in dispute.
6. Unless the dispute can be resolved in this way, it shall be negotiated between the negotiating shop steward and a local representative named by the employer. Should a joint understanding fail to be reached in these negotiations or if the company does not have

negotiating shop stewards, the matter shall be negotiated between the chief shop steward and the employer's representative.

7. If a common understanding is not reached, a memorandum must be drawn up on the negotiations between the chief shop steward and the employer's representative or, in banks where there is no chief shop steward, on the negotiations between the negotiating shop steward and the employer's representative. The memorandum shall be prepared without needless delay and signed in two copies, one of which is given to each party. The memorandum must set forth the subject of the dispute with details thereof, the factual circumstances connected with the dispute as well as the positions of the parties and the arguments for them. In banks that have a chief shop steward, the negotiating shop steward or the employer's representative can demand the preparation of a memorandum.
8. If a common understanding is not reached locally, either of the parties can submit the matter in dispute for settlement by the contracting parties, i.e. the labour market organisations.
9. If the dispute concerns the termination of the employment of a shop steward as set out in this Agreement, local and inter-organisation negotiations must furthermore be started and carried out without delay after the grounds for the termination have been contested.

## **§ 12 Validity**

1. The Agreement shall be valid on equal terms with the Financial Sector Collective Agreement.

## APPENDIX 12A: SENIOR STAFF REPRESENTATIVE AGREEMENT FOR THE FINANCIAL SECTOR

The parties to this Agreement are Federation of Professional and Managerial Staff YTN, Trade Union Pro, Trade Union Nousu and Federation of Finnish Financial Services.

The parties concur regarding the central role which experts and supervisors play in the companies' operations. The parties shall promote mutual local co-operation by supporting collaboration among the senior staff representatives according to the present Agreement, the shop stewards according to Shop Steward Agreement for the Financial Sector and the employer's representatives. The parties concur that the development of senior staff representative activities calls for the continuous development of the agreement procedures and collaboration carried out by the parties to this Agreement.

### **§ 1 Scope of the agreement**

The Agreement shall be applied in companies that are bound by the terms of the Collective Agreement for the Financial Sector.

### **§ 2 Senior staff representative**

The members of YTN's member organisations shall have the right to elect senior staff representatives to represent all employees who are organised within YTN's member unions in individual matters.

The duties of a senior staff representative are defined in Section 4.

#### **1. YTN's senior staff representative**

In companies that are bound by the Collective Agreement for the Financial Sector, having at least 10 members who are organised within YTN, the YTN members shall have the right to elect a senior staff representative and a deputy senior staff representative.

A senior staff representative shall have the same substantive rights and obligations as a negotiating shop steward unless otherwise indicated under Section 6.

#### **2. YTN's negotiating senior staff representative**

In companies that are bound by the Collective Agreement for the Financial Sector, having at least 50 members who are organised within YTN, YTN's members shall have the right to elect a negotiating senior staff representative and deputy negotiating senior staff representative.

The negotiating senior staff representative officer shall be ensured the same substantive rights and bear the same obligations as the negotiating shop steward, as defined for negotiating shop stewards under the Shop Steward Agreement for the sector.

#### **3. Senior staff representative at group level**

The senior staff representatives in corporate groups that are bound by the Collective Agreement for the Financial Sector may elect one of their number to serve as chief senior

staff representative for the purpose of implementing the matters agreed in a salary appraisal protocol. The duties and operating conditions of the chief senior staff representative shall be agreed locally.

If a chief senior staff representative is elected for a corporate group, then the YTN affiliate representing the staff of the said group shall decide on the election and the election procedure. Job release shall be agreed for the specific group, having regard to the duties specified in Paragraph 1. The rights and duties of a chief senior staff representative shall correspond in other respects to those of a negotiating senior staff representative.

### **§ 3 Election of the senior staff representative**

The senior staff representative shall be a permanent salaried employee of the company or workplace, shall work within a field covered by the Collective Agreements for the Financial Sector and be a member of a YTN union.

All the organised salaried employees who are organised within YTN unions and fall within the scope of the Collective Agreement can take part in electing the senior staff representative. The ballot shall be organised by YTN's company association, senior staff representative or if the company has neither of these, by a ballot agent named separately by YTN. The ballot can be held during working hours using the employer's premises and equipment. The use of premises and equipment shall be agreed locally with YTN's company association, the senior staff representative or a ballot agent named separately by YTN and the employer.

The employer must be informed in writing of the senior staff representative and the deputy senior staff representative elected as well as of their resignation or dismissal.

### **§ 4 Senior staff representative's duties**

The senior staff representative's chief duty is to act as the representative of the employees organised within YTN in negotiations concerning terms of employment and matters subject to the Act on Co-operation within Undertakings.

The senior staff representative represents members of YTN unions in issues relating to relations between the employer and the bank employees and development of the company.

The senior staff representative belongs to the Advisory Board specified in the Co-operation Agreement for the Financial Sector, Section 3, Subsection 3, as an *ex officio* representative.

In order to facilitate carrying out of the senior staff representative's duties, the employer shall provide adequate working arrangements for the senior staff representative. The time spent taking care of the senior staff representative's duties shall be taken into account appropriately in setting the senior staff representative's goals. The senior staff representative must not be placed in a disadvantageous position compared with the company's other supervisors and experts owing to the senior staff representative's duties.

*The prerequisite for concluding a local agreement is that the senior staff representative be given sufficient time off work if required.*

## **§ 5 Right of access to information**

The negotiating senior staff representative shall have the right to receive the same information as the company's chief shop steward. If a company has no negotiating senior staff representative, then the senior staff representative shall be entitled to receive the information that must be submitted to the chief shop steward referred to in Subsections 4 and 5 of section 6 of the Shop Steward Agreement for the Financial Sector if a chief shop steward has been elected for the company.

No details shall be provided on groups of fewer than six persons.

*The senior staff representative has the right to receive the required information pertaining to the negotiations of a local agreement in good time before the negotiations start.*

## **6 § Senior staff representative compensation**

The YTN chief senior staff representative for a corporate group and the YTN negotiating senior staff representative shall be paid lump sum compensation added regularly to the monthly salary for discharging duties under the collective agreement.

The compensation shall be EUR 130,56 as of 1 December 2015 when there are between 50 and 99 members of YTN-affiliated unions working for the company. The compensation shall be EUR 163,70 as of 1 December 2015 when there are between 100 and 199 members of YTN-affiliated unions working for the company. The compensation shall be EUR 204,88 as of 1 December 2015 when there are more than 199 members of YTN-affiliated unions working for the company.

The compensation payable to a chief senior staff representative shall be determined according to the number of members of YTN-affiliated unions working for the corporate group.

## **§ 7 Senior staff representative's training**

A senior staff representative shall be entitled to participate in federation-approved YTN senior staff representative training in accordance with Sections 3 – 4 of the Training Agreement for the Financial Sector if this can occur without substantially inconveniencing company operations.

Notification of the intention to take part in training shall be provided in good time and no later than 2 weeks before the course begins.

Participation in YTN senior staff representative training may not impair the salary or other benefits of the senior staff representative.

*The Parties recommend that, in order to ensure negotiation competence, all situations in which the regular staff representative is prevented from fulfilling their duties (e.g., due to an extended absence) should be anticipated.*

## **§ 8 Negotiation procedure**

In respect of the local negotiation and agreement process, the negotiation procedure agreed in the Collective Agreement for the Financial Sector shall be observed unless agreed otherwise between the parties to the present Agreement or otherwise provided for by it.

The senior staff representative shall represent YTN's members in individual matters connected with pay and terms of employment.

Where the matter at issue is the general interpretation of the Collective Agreement, a principle agreed at a bank with a Trade Union Pro's or Trade Union Nousu's shop steward or procedures and similar matters relating to the entire staff, the matter shall be resolved, in respect of the local negotiation and agreement process, in reliance on the negotiation system set out in the Collective Agreement for the Financial Sector, but nevertheless such that YTN's senior staff representative shall participate in the negotiation process. Details of how this principle is applied shall be agreed locally if necessary.

In negotiations concerning the bank's entire supervisory staff, to the extent that matters concerning the bank's entire supervisory staff are involved, the negotiations shall be held together with and on the initiative of Trade Union Pro's or Trade Union Nousu's chief shop steward and senior staff representative.

In respect of matters concerning supervisors falling within the scope of the present Supervisor Agreement, the negotiation shall be carried out on the senior staff representative's initiative. Details of the negotiation process falling within the scope of the Supervisor Agreement shall be agreed locally if necessary.

## **§ 9 Miscellaneous**

Alternative regulations may be concluded locally at corporate group level on the senior staff representatives referred to in Section 2 and the senior staff representative elections referred to in Section 3 of this Agreement.

In other respects, senior staff representatives shall be subject to the provisions that would be applied to the rights and obligations of a negotiating shop steward under the Shop Steward Agreement contained in the Collective Agreement.

## **§ 10 Validity**

The Agreement shall be valid on equal terms with the Collective Agreement for the Financial Sector.



## APPENDIX 13: TRAINING AGREEMENT FOR THE FINANCIAL SECTOR

### **§ 1 Vocational continuing, supplementary and retraining**

1. When the employer provides vocational training for an employee or sends an employee to training workshops or sessions connected with his/her profession, the costs of the training and the lost income from regular working hours shall be compensated.
2. When the training takes place outside working hours, the time spent is not counted as working hours, but the salaried employee is compensated for the direct costs of the training.

### **§ 2 Joint training**

1. The training specified in co-operation agreements shall generally be given on a company-by-company basis.
2. Agreement on participation in the training shall be made company by company through a co-operation body or, if no such body exists, between the employer and the shop steward.
3. Participation in joint training shall be compensated as training according to Section 1.  
*The Agreement Parties of the collective agreement shall agree to arrange mutual training as well as measures to promote a culture of negotiation, negotiation competence and continuous dialogue at the work places. If such mutual training is arranged, the unions recommend that the deputy shop steward and deputy senior staff representative parallel the shop steward and senior staff representative, respectively.*

### **§ 3 Trade union training**

#### **3.1. Right to participate**

1. The shop steward's and senior staff representative's right to participate in trade union training is determined in accordance with the Shop Steward Agreement and the Senior Staff Representative Agreement.
2. The occupational safety delegate and a member of the occupational safety committee shall have the right to attend approved occupational safety courses.

#### **3.2. Compensation**

1. The shop steward, senior staff representative, occupational safety delegate and members of the occupational safety committee are entitled to attend courses approved by the Training Working Group without incurring a reduction in their pay.

### **§ 4 Training working group**

1. A Training Working Group shall be set up to ensure implementation of the Agreement.
2. Requested information shall be furnished to the Training Working Group before courses are approved.
3. The condition for an approved course is a jointly observed training need.
4. The Training Working Group can also approve courses at any time during the year.

### **§ 5 Validity**

1. This agreement shall be valid on equal terms with the Collective Agreement for the Financial Sector.

## APPENDIX 14: PROTOCOL OF SIGNATURE

*The undersigned trade unions have made an agreement on a solution in accordance with the Competitiveness Pact of SAK by renewing the collective agreement for the financial sector from 1 December 2016 to 30 November 2017 as stated below.*

### **§ 1 Salary stipulations**

*With the exception of the agreements below, there shall be no amendments made to the collective agreement with regard to salaries or other cost-effective employment conditions.*

### **§ 2 Increasing the working hours**

*The annual working hours shall be increased by 24 hours from 1 January 2017 onward without changing the salary level. The increase of the annual working hours shall be implemented as follows:*

- 1. The manner of increasing the working hours shall be primarily agreed on a local level in accordance with the collective agreement, section 40, or, if the company is not subject to section 40, together with a shop steward/senior staff representative pursuant to the same formal decrees.*
- 2. If the negotiations in accordance with section 1 do not lead into an agreement, the standard working hours on working days (Monday to Friday) shall be 7–8 hours/day such that the total hours are 37.5 hours/week.*

*The working hours of part-time employees shall be increased proportionate to the agreed working hours and full working hours without amending the salary level. The working hours of hourly workers shall be increased proportionate to the agreed working hours and full working hours without amending the salary level. The working hours of people employed only for a part of a calendar year shall be increased according to the tenets above.*

### **§ 3 Development of working time models**

*The trade unions recommend that opportunities for arranging flexitime, deploying working time banks, promoting remote work and mobile work shall be charted as a part of the personnel plan.*

### **§ 4 Local agreements**

*An agreement in accordance with Appendix 5 shall be extended to apply to other locally agreed customer service tasks. The agreement pursuant to the Appendix shall be locally agreed in accordance with the collective agreement, section 40, or, if the company is not subject to section 40, together with a shop steward/senior staff representative pursuant to the same formal decrees.*

*The Agreement Parties agree that section 3, subsection 2 of the Appendix, pertaining to regular Saturday work, shall be changed as follows:*

*“2. Even outside EDP facilities, marketing, sales, financing and investment advice work and related assignments and support functions as well as other locally agreed customer service tasks can be performed as regular work on Saturdays in accordance with the methods, terms and conditions set below in section 4 and 5.”*

*The Agreement Parties agree that section 4, subsection 1 of the Appendix, pertaining to regular Saturday work, shall be changed as follows:*

*“1. Regular Saturday work (3.2.) is the integral change as per the Act on Co-operation within Undertakings, which shall be agreed in accordance with section 40 of the collective agreement or, if the company is not subject to section 40, together with a shop steward/senior staff representative pursuant to the same formal decrees.”*

### **§ 5 Development of local agreements**

*The unions shall monitor the realisation of local agreements and, if necessary, advise the local parties.*

*The prerequisite for concluding a local agreement in accordance with the Competitiveness Pact is that the shop steward/senior staff representative be given sufficient time off work if required.*

*The shop steward/senior staff representative has the right to receive the required information pertaining to the negotiations of a local agreement in good time before the negotiations start.*

### **§ 6 Position of the staff representative**

*The Agreement Parties of the collective agreement shall agree to arrange mutual training as well as measures to promote a culture of negotiation, negotiation competence and continuous dialogue at the work places. If such mutual training is arranged, the unions recommend that the deputy shop steward and deputy senior staff representative parallel the shop steward and senior staff representative, respectively.*

*The Parties recommend that, in order to ensure negotiation competence, all situations in which the regular staff representative is prevented from fulfilling their duties (e.g., due to an extended absence) should be anticipated.*

### **§ 7 Working groups**

#### **1. Vocational training**

*The inter-union vocational training working group shall promote vocational training in the financial sector, monitor the development of the training and qualification committee system and influence the authorities and educational institutions in order to develop qualifications and training for the financial sector. If necessary and separately agreed, the working group may during the agreement period prepare a report on vocational training for the financial sector and suggest development measures required on the basis thereof to the Agreement Parties.*

#### **2. Statistics cooperation**

*The inter-union statistics working group shall complete assignments given by the Agreement Parties and prepare reports related to statistics for the Agreement Parties. Once the salary statistics are complete, the working group shall prepare a report on the earnings trends in the financial sector as well as other key sectors. The working group's reports shall be handled in accordance with the Protocol of Pay Discussions.*

### 3. Equality working group

*The inter-union equality working group shall promote equality and non-discrimination in the financial sector. If necessary, the working group shall instruct local parties in issues related to equality plans and returning from family leave. The required measures shall be agreed separately.*

### 4. Working time working group

*The inter-union working time working group shall monitor and, if necessary, provide instructions on the implementation of locally agreed working time trials as well as the promotion of locally realised flexitime schemes, working time banks, remote work opportunities and mobile work opportunities. In addition to this, the working group shall investigate the requirements and opportunities pertaining to weekend and 24/7 work. Working time monitoring methods may also be discussed in the working group.*

### 5. Pay system working group

*The responsibilities of the pay system working group shall be specified in the first meeting.*

### 6. Continuing the Healthy Financial Sector development programme

*The Healthy Financial Sector project implemented during the previous agreement period shall be continued as a working group. The objective of the Healthy Financial Sector project was to increase work well-being, productivity and competitiveness in the sector. The inter-union working group shall monitor and promote the measures taken by companies in accordance with the project, prepare mutually agreed reports and promote dialogue in the sector.*

## **§ 8 Other issues**

*1. During the negotiations, there were disagreements between the Agreement Parties with regard to the interpretation of the supplementary pension stipulations in the collective agreement. For this part, the Agreement Parties held to their views, and the matter may be separately solved by a court decision. Should a Party start the process mentioned above, the Parties shall agree to contribute to the prompt handling of the process as urgent. The Parties shall notify their members of the dispute so that the members can take the situation into consideration in their decision-making.*

*To clarify, the current supplementary pension stipulations shall be retained in the collective agreement for the financial sector.*

*2. The changes made to the collective agreement during the current agreement period shall be entered in the collective agreement.*

*3. The matters agreed in this Protocol of Signature are included in the collective agreement for the financial sector from 1 December 2016 onward.*

*Helsinki, 15 September 2016*

FEDERATION OF FINNISH FINANCIAL SERVICES

TRADE UNION NOUSU

TRADE UNION PRO

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

## APPENDIX 14A CHANGES TO THE COLLABORATION AGREEMENT

The undersigned trade unions have made an agreement on changes to the financial sector collaboration agreement from 1 January 2017 onward as stated below. The changes have been underlined.

### **Collaboration agreement, section 7, subsection 1 regarding the election of an occupational safety representative:**

The work place personnel shall elect an occupational safety representative and two deputy representatives for each work place with a regular personnel of at least 10. Said representatives can also be elected for smaller work places. The term of office of occupational safety representatives is two years. Pursuant to the stipulations on procedure in section 40 of the financial sector collective agreement, a longer term of office, however no longer than four years, may be agreed on a local level.

### **Collaboration agreement, section 7, subsection 11 regarding the election of a chief occupational safety representative:**

In companies with a chief shop steward, the occupational safety representatives elected for the term of office shall elect a chief occupational safety representative for 2 years at a time from within their own ranks. In addition to monitoring and guiding the other occupational safety representatives, the responsibility of the chief occupational safety representative is to represent the clerical workers in occupational safety collaboration matters. The chief occupational safety representative election process and the length of the term of office can be altered in accordance with the local agreement procedure stipulations in section 40 of the collective agreement for the financial sector. The term of office can then be locally set to a minimum of two and a maximum of four years.

### **Collaboration agreement, section 10, subsection 1 regarding an occupational safety committee:**

The term of office of the occupational safety committee is two years. Pursuant to the stipulations on procedure in section 40 of the financial sector collective agreement, a longer term of office, however no longer than four years, may be agreed on a local level.

Helsinki, 11 November 2016

FEDERATION OF FINNISH FINANCIAL SERVICES

TRADE UNION NOUSU

TRADE UNION PRO

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

## APPENDIX 14B: COLLECTIVE AGREEMENT STIPULATION CONCERNING DANSKE BANK`S COMPANY-SPECIFIC COLLECTIVE AGREEMENT

*Sampo Pankin työnantajayhdistys ry, Danske Bankin henkilöstöyhdistys PRO ry and Danske Pankin esimiehet ja asiantuntijat ry are bound solely by the stipulation in the Protocol of Signature of the collective agreement for the financial sector regarding the agreement period and by the stipulations in the Protocol of Signature, section 1, regarding cost effects. When it comes to other collective agreement stipulations, each of the parties above shall make their own company-specific collective agreement, which is not part of the collective agreement for the financial sector.*

Helsinki, 11 November 2016

FEDERATION OF FINNISH FINANCIAL SERVICES

TRADE UNION PRO

TRADE UNION NOUSU

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

SAMPO PANKIN TYÖNANTAJAYHDISTYS

DANSKE BANKIN HENKILÖSTÖYHDISTYS ry

DANSKE BANKIN ESIMIEHET JA ASIANTUNTIJAT



## APPENDIX 15: COLLECTIVE AGREEMENT FOR CLEANERS

### § 1 Scope of the Agreement

1. The Collective Agreement for the Financial Sector will be observed for cleaners unless provided for otherwise in this Agreement.

### § 2 Employment contract

1. If agreement has been made with a cleaner concerning work other than cleaning, the wages payable for said tasks shall be agreed at the same time.

### § 3 Regular working hours

1. The regular working time during a 24-hour period is a maximum of 7 hours and 36 minutes.
2. *In accordance with the Competitiveness Pact, the annual regular working hours shall be increased by 24 hours from 1 January 2017 onward without amending the salary level. The working hours of part-time employees and/or employees on an hourly salary shall be increased proportionate to the agreed working hours and full working hours without amending the salary level. The working hours of people employed only for a part of a calendar year shall be increased according to the tenets above. The increase of working hours in accordance with the Competitiveness Pact may not result in the decrease or increase of the salary level.*
3. The working hours are uninterrupted unless the cleaner suggests otherwise. If other arrangements are made, reasonable compensation shall be agreed at the same time.
4. The working week is five days unless the cleaner him/herself suggests otherwise or other arrangements are made. The working week begins on Monday.
5. Regular working hours will not be scheduled for Midsummer and Christmas Eve or on Sundays.

### § 4 Lunch break

1. Agreement can be made locally concerning meals provided by the employer.

### § 5 Overtime work

1. Overtime is subject to statutory compensation.
2. If work done on Saturday does not comprise regular working hours, a 50% increase on wages will be paid for this time.

### § 6 Paid annual leave

1. Paid annual leave is earned during a continuous period of employment at the close of the holiday credit year:
  - a) less than a year: 2 weekdays/month
  - b) at least a year: 2.5 weekdays/month
  - c) at least 10 years: 3 weekdays/month

### § 7 Holiday compensation

1. The payment in lieu of holiday pay and holiday bonus is:

- a) 13.5% when the employment has lasted for less than a year
  - b) 17% when the employment has lasted for at least a year
  - c) 20% when the employment has lasted for at least 10 years.
2. At the end of employment, the payment in lieu of holiday pay is:
    - a) 8.5% when the employment has lasted for less than a year
    - b) 11% when the employment has lasted for at least a year
    - c) 12% when the employment has lasted for at least 10 years.
  3. The payment in lieu of holiday pay is calculated on
    - a) income during the holiday credit year under the Annual Leave Act
    - b) the previous year's payment in lieu of holiday pay
    - c) the average pay during the statutory maternity leave.
  4. The payment in lieu of holiday pay is paid at the beginning of the period off or annual paid leave unless agreed otherwise.
  5. The payment in lieu of holiday pay paid to a person retiring is in accordance with Paragraph 1.

## § 8 Seniority increments

1. A seniority increment is paid from the beginning of the calendar month following the date when the person has worked as a cleaner for 1, 3 or 6 years.

## § 9 Minimum wages

The minimum wages paid for cleaning work in euros per hour as from 1 December 2015

Years of service	Helsinki, Vantaa Espoo, Kauniainen	Other municipalities
0-1 year	10,86	10,43
2-3 years	11,02	10,61
4-6 years	11,17	10,76
over 7 years	11,36	10,91

Increases for evening and night work, euros per hour as from 1 December 2015

Evening increment from 18.00 to 23.00	1,30
Night increment from 23.00 to 07.00	2,35

## § 10 Validity of the agreement

1. This Agreement shall be valid on equal terms with Collective Agreement for the Financial Sector.

Helsinki, 15 September 2016

FEDERATION OF FINNISH FINANCIAL SERVICES

TRADE UNION PRO

TRADE UNION NOUSU

## GUIDELINES FOR THE IMPLEMENTATION OF WORKING-HOURS BANK SYSTEM IN THE FINANCIAL SECTOR

The Federation of Finnish Financial Services, Trade Union Pro, Trade Union Nousu and the Federation of Professional and Managerial Staff YTN have cooperated to compile these guidelines for companies to make the adoption of working-hours banks easier. The use of the working-hours bank system is optional.

These guidelines are not part of the collective agreement.

The aim of adopting an hours bank system is to have employees' individual working-time needs better taken into account. This supports employees' coping at work, and will have positive effects on productivity and corporate competitiveness.

It is not the primary purpose of the system to enable the accumulation of leave for use just before retirement. Accumulating the working-hours bank account by collecting every possible leave and day-off must not lead to excessive periods of absence or disproportionately hinder business operations.

The intention is that the leave is used during the employment period, and paying cash compensation for the banked time is avoided.

Joining and using the working-hours bank system should be voluntary for employees.

This document is a translation. In the event of any discrepancies between the Finnish and English versions, the original Finnish text prevails.

### 1. Definitions of working-hours bank concepts

*Working-hours bank* means employees' working time arrangements that have been agreed in writing, whereby working time, earned leave or cash benefits converted into leave can be agreed to be saved up, combined together and withdrawn as leave or exceptionally compensated as cash.

*Working-hours bank agreement* means an agreement, between an employer and staff representatives, pertaining to the working-hours bank system.

*Working-hours bank account* means a personal account or other list, in which the saved time or wage item converted into time is recorded, and from the balance of which the leave or cash compensation is withdrawn.

*Saving* means saving time (or a wage item converted into time) into the working-hours bank.

*Balance* means the amount of time accumulated in the hours bank. The balance can be used as leave or exceptionally compensated as cash in accordance with the rules of the working-hours bank.

*Banked leave* means paid leave withdrawn from the working-hours bank.

*Withdrawal* means using accumulated leave from the working-hours bank or withdrawing cash compensation.

*Cash compensation* means withdrawing unused leave as cash from the working-hours bank.

*Working-hours bank elements* mean the saved working time, leave, and working time transformed into cash compensation mentioned hereafter in this guide.

## **2. Implementation of the system**

The working-hours bank system can be taken into use in a specific company or workplace by agreeing on it in accordance with the local agreement provisions of the collective agreement. The working-hours bank agreement is not a part of the collective agreement.

Where necessary, unions can give authorisation for forming a working-hours bank agreement in accordance with the procedures of section 40 of the collective agreement for the financial sector also in such companies bound by the collective agreement that otherwise could not form a local working-hours bank agreement according to said section 40.

A company-specific working-hours bank agreement may not conflict with a possible group or conglomerate specific agreement.

The arrangement of regular working hours must be kept separate from the working-hours bank system. The working-hours bank also does not change or replace existing working-hours schemes such as flexible working time or averaging employees' working hours.

The working-hours bank is meant to be used in addition to and alongside of such schemes for the purposes of aligning work and free time in the long term.

These guidelines recommend that existing annual sabbatical agreements of the company are included in the working-hours bank system when it is negotiated. In this event setting a transitional period for the implementation of new rules is also recommended.

It should be kept in mind that labour legislation and the provisions of the collective agreement must be adhered to when the working-hours bank system is negotiated and agreed on.

## **3. Joining and leaving the system**

Due to the nature of the working-hours bank system, it is meant to apply to the entire personnel subject to the collective agreement so that the system does not treat anyone unequally without cause.

Use of the working-hours bank is voluntary for an individual employee and the employee must give separate consent to join the system.

It is essential for working-time arrangements and payroll administration as well as for wage and working-time bookkeeping to know who is within the scope of the system and when they joined. It is therefore recommended to agree on the procedures by which an individual employee's membership in the system is verified. An individual employee's membership in the working-hours bank system should be verifiable in a reliable manner such as in writing or electronically.

When agreeing on the use of the working-hours bank, it is good to agree on the procedures to follow in case an employee separates from the working-hours bank agreement but resumes employment. If necessary, a period of notice (e.g. one month) can be agreed, after which the person can withdraw from the scope of application of the system. In that case the employee and employer can agree that the accumulated balance is cleared with working-time arrangements for example within four months or, if this is not possible, the balance can be compensated as an equivalent amount of cash.

#### **4. Elements of the working hours bank**

For example the following elements can be agreed to be fully or partially transferred into the working-hours bank:

- Basic pay and pay increment for additional or overtime work (CA §12).
- Collective agreement compliant annual leave for the part that exceeds 24 days (annual leave sabbatical).
- Extra days off (CA §10).
- Possible leave and compensations by virtue of the Working Hours Act.
- Holiday bonus fully or partially given as leave (CA §26), if the conversion has been agreed in the manner required by section 40 of the collective agreement.

The terms according to which the above items are transferred into the working-hours bank account should be specified in the working-hours bank agreement.

#### **5. Balance limits of the working-hours bank**

The balance of the working-hours bank constantly changes according to how working time and cash compensations converted into time are transferred into the bank, and according to how leave (or exceptionally cash compensation) is withdrawn from the bank. A personal balance cap that cannot be exceeded can be agreed on. The recommended cap for saved time is three months. However, the six months secured by pay security is the absolute maximum saved amount of time. While agreeing on the maximum limits, it should be taken into account that the aim of the working-hours bank system is to enable even long-term leave if necessary.

#### **6. Instructions for payroll administration**

It is recommended that the working-hours bank is made time-based and measured in hours, regardless of the elements used. The transferred elements are entered in wage and

working-time bookkeeping, converted into time if necessary, and transferred into the working-hours bank. Likewise when a personal working-hours bank account is unloaded, the number of hours and/or days equal to the used time is subtracted from the employee's personal balance.

The transferral of elements or wage items to a working-hours bank account must be verified and entered separately for each employee.

For these arrangements to work, it is essential to have clear and appropriately communicated procedures on how the accumulation or use of a working-hours bank account is recorded in wage and working-time bookkeeping, and on how the balance of a personal hours account can be checked. It can be agreed, for example, that the employee is notified of his/her balance each month or every time the balance changes (saving or withdrawal). The balance can be shown e.g. in the salary statement.

The accumulated banked leave stays and does not expire in the working-hours bank for the entire duration of the contract of employment. When the contract of employment ends, the leave expires after two years from the date of termination in the same way as wages due.

## **7. Banked leave pay and its time of payment**

When banked leave is taken, the pay for the time on leave is based on the employee's usual pay at the corresponding time, unless otherwise agreed for a cogent reason.

Banked leave pay is paid on the usual payday for the same salary period, unless otherwise agreed.

## **8. Taking, postponing and cancelling banked leave**

The time when banked leave is taken is agreed between the employer and employee. In general, it is granted in the form of long, continuous leave, unless otherwise agreed.

It is recommended that the working-hours bank agreement also outlines procedures for the event that the employee and employer are unable to agree on the time of the leave. One possible alternative is that the employee is required to notify the employer about the leave for example four months before the leave is to begin.

If agreement on the time that the banked leave is to be taken cannot be reached, the leave must be compensated as cash.

As a rule the banked leave is considered to have been used at the agreed predetermined time in accordance with the usual contractual principles. Unless otherwise agreed, the time priority principle determines the reason of absence.

If the employee falls ill either before the beginning of the leave or during the banked leave, the provisions of the Annual Holidays Act and the collective agreement are followed as applicable.

Banked leave is postponed if the employee advances the time of his/her maternity or paternity leave.

Cancellation or premature discontinuation of banked leave must be agreed on with the employer.

Banked leave must not be arranged so that it overlaps other paid leave that is known in advance (annual holidays, maternity or paternity leave, or extra days off by virtue of Collective Agreement).

#### **9. Taking or compensating banked leave when contract of employment is ending**

If the employer terminates an employee's contract, and the employee has accumulated balance on his/her working-hours bank account, it can be used during the period of notice if so agreed. Otherwise the balance is compensated as cash and paid in the severance package at the latest.

If the employee him/herself terminates the contract of employment or the employment ends in the cancellation of the contract, the accumulated balance is compensated as cash and paid in the severance package, at the latest, unless otherwise agreed.

#### **10. Changing or closing down the system**

The working-hours bank system and its maintenance are based on local agreement as defined in the collective agreement. The contents of the working-hours bank system can be changed through agreement process.

No specific grounds are required for discontinuing the use of the system. If either of the contracting parties wants to end the use of the working-hours bank system, they must announce it for example at least three months before the intended date. If the balance accumulated in the working-hours bank accounts cannot be cleared as leave for example within three months from closing down the working-hours bank system, the balance is cleared as cash compensation.

#### **11. Other matters related to the working-hours bank**

Banked leave is not considered working time as referred to in the Working Hours Act. If the employee works during banked leave or during a full week of banked leave, the employer and employee must in advance agree on the possible compensation paid for work done on a scheduled day off.

Banked leaves do not change the terms of the contract of employment.

When the use of the working-hours bank is negotiated, it is good to agree on the principles of procedure for the event that the bases for determining the pay of an employee change significantly.

It is expedient to inform the unions by sending them all working-hours bank agreements that have been made.



## UNION INSTRUCTIONS REGARDING THE WORKING HOURS EXTENSION PRESCRIBED BY THE COMPETITIVENESS PACT FOR INDIVIDUAL WORKING HOURS

1. The unions recommend the following procedure for individual working hours:

After being informed of the extension of working hours, employees are entitled to negotiate their individual working hours agreements with the employer. Failure to propose such a negotiation by 31 January 2017 is considered an acceptance of the working hours extension.

2. The following instructions are in effect as of 1 January 2017:

a. If individual working hours arrangements were agreed on before 1 January 2017, and such arrangements have been in use before 1 January 2017: The agreed individual working hours is approximately 40 hours per week.

Extension of working hours as proposed in the Competitiveness Pact is not permitted by the mandatory provisions of the Working Hours Act regarding maximum working hours. The Competitiveness Pact precludes any increase or decrease in earnings, therefore the Pact will not affect salaries. The content of an employee's individual working hours agreement will remain the same as it was before 1 January 2017.

The agreed individual working hours is approximately 37.5 hours per week.

In the example, working hours are extended by 0.5 hours to 38 hours per week. Salary will be calculated as before, using the formula  $37.5 / 37$ . No increase or decrease of salary is permitted.

The agreed individual working hours is approximately 32 hours per week.

In the example, the working hours of a part-time employee are extended by 26 minutes per week ( $0.5 \text{ hours} \times 32 / .37 = 0.43$ . Converted into minutes, this is  $0.43 \times 60 = 25.8$  minutes). Salary will be calculated as before, using the formula  $32 / 37$ . No increase or decrease of salary is permitted.

b. If the individual working hours arrangements come into force on or after 1 January 2017, salary will be determined by dividing the flexitime hours by the regular working hours of the company. Weekly individual working hours may not exceed 40 hours. The following examples applies to a situation where the company's regular working hours are 37.5 hours:

The agreed individual working hours is approximately 40 hours per week.

Salary calculation formula is  $40 / 37.5$ .

The agreed individual working hours is approximately 37.5 hours per week.

Salary calculation formula is  $37.5 / 37.5$ .

The agreed individual working hours is approximately 32 hours per week.

Salary calculation formula is  $32 / 37.5$ .

Helsinki, 14 December 2016

FEDERATION OF FINNISH FINANCIAL SERVICES

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