



# TIES

Collective agreement for  
universities of applied sciences  
**1.4.2024–31.3.2026**

Unofficial translation - In case of discrepancies between the Finnish and the English text, the Finnish text shall prevail

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# Protocol of Signature of General Collective Agreement concerning Universities of Applied Sciences

By means of this protocol of signature, the signatory organisations have agreed on the collective agreement for the terms and conditions of employment and remuneration of the employees of universities of applied sciences which are members of Finnish Education Employers (FEE), subject to the following conditions:

## 1. VALIDITY

The collective agreement enters into force on 1 April 2024. The collective agreement will be in force until 31 March 2026 and continue subsequently, one year at a time, unless it is terminated in writing by either contracting party no later than six weeks before its termination.

However, if the parties cannot reach an agreement on pay increases in 2025 by 14 February 2025, the collective agreement may be terminated to end on 30 April 2025. The notice of termination shall be submitted in writing to the other party by 19 March 2025.

The regulations of the collective agreement shall remain in force until the entry into force of a new agreement or until either party has declared in writing that the negotiations between the parties have come to an end.

## 2. SALARY ADJUSTMENTS

### 2.1. Salary adjustment in 2024

Salaries shall be increased as follows:

#### General increase (Expert and support staff and teaching personnel)

1 May 2024	2.7%
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The general increase will increase personal salaries and pay scale salaries as well as supplements and fees in euros.

#### Local instalment (Expert and support staff and teaching personnel)

1 May 2024	0.4%
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The local instalment will be spent locally as determined by the employer based on the difficulty of the duties or work performance. Before the instalment is distributed, the employer must consult the shop stewards on the grounds for using the instalment. The local instalment must be paid at the latest in connection with the salary payment of September 2024 and it will be paid retroactively as of 1 May 2024 to those who will be paid a salary in September. No interest will be paid for the retroactive instalment.

The amount of the local instalment will be calculated separately for the salary of each personnel group.

The amount of the local instalment is determined according to the salary for February 2024.

## **2.2. Salary adjustment in 2025 (1 May 2025 - 31 March 2026)**

The pay adjustments for 2025 will be agreed between the parties by 14 February 2025. However, if the parties cannot reach an agreement on pay increases in 2025, the collective agreement may be terminated to end on 30 April 2025.

In universities of applied sciences, it is possible to agree (in deviation of that agreed by the parties by 14 February 2025) on the pay adjustments for 2025 locally, on the payment dates of increases, and/or on the relationship between general increases and local instalments (however, the total amount of increases agreed at the federation level cannot be lowered). The local agreement on pay adjustments must be made in writing by 31 March 2025.

## **3. PROVISIONS OF THE COLLECTIVE AGREEMENT CONCERNING UNIVERSITIES OF APPLIED SCIENCES**

The provisions of the collective agreement concerning universities of applied sciences (chapters 1-10) are appended to this protocol of signature.

## **4. OTHER REGULATIONS**

In order to initiate local shop steward and occupational safety and health activities of the collective agreement at the beginning of the contract period, the parties have agreed upon the following provisions.

### **4.1. Approval of shop steward training and occupational safety and health training:**

**OAJ:** Sivista and OAJ have agreed that the training of shop stewards and labour protection delegates in the private education sector will be accepted as training in accordance with chapter 9 of the General Collective Agreement for Universities of Applied Sciences for the period 1 April - 31 December 2024.

**YTN:** YTN will provide Finnish Education Employers with training of shop stewards and labour protection delegates as agreed in chapter 9. Sivista examines and approves the training for the period 1 April to 31 December 2024, if the requirements of the above-mentioned chapter are met within two weeks after the YTN has submitted proposals concerning the training.

The negotiating parties recommend that the notification periods required by chapter 9 be made more flexible in April.

**4.2.** During the contract period, the training time reserved for shop stewards and labour protection delegates can be used to train deputy shop stewards and deputy labour protection delegates so that shop stewards and deputy shop stewards / labour protection delegates and deputy labour protection delegates can jointly use a maximum of 22 working days in 2024 and 22 working days in 2025. This total number of trainings also includes training related to the application of the collective agreement agreed upon by the negotiating parties in section 4.4.

**4.3.** The YTN and OAJ elected official elections can be held in March 2024 in accordance with chapter 8 on shop stewards.

**4.4.** The contracting parties will organise joint training on the collective agreement of universities of applied sciences in spring 2024.

## **5. WORKING GROUPS**

### **5.1. Statistical working group**

The parties appoint a statistical working group for the collective agreement period, whose task is to utilise pay statistics and to develop the utilisation of statistics.

### **5.2. Development of annual holiday regulations**

During the contract period, the clarification of the contract provision on the percentage-based annual holiday pay will be examined (chapter 3, section 7)

## **6. PRINCIPLE OF CONTINUOUS NEGOTIATION**

The parties will negotiate according to the principle of continuous negotiation on the need to change the collective agreement manifested during the agreement term.

As part of the principle of continuous negotiation, the parties commit to examining the current state of the pay system and its development possibilities during the contract period.

## **7. ENTRY INTO FORCE OF THE AGREEMENT**

The collective agreement according to these signature minutes enters into force on 1 April 2024.



Helsinki, 29 February 2024

SIVISTA, THE ASSOCIATION OF FINNISH EDUCATION EMPLOYERS

THE TRADE UNION OF EDUCATION IN FINLAND, OAJ

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

Sivista, the Association of Finnish Education Employers, and the Trade Union of Education in Finland, OAJ, and the Federation of Professional and Managerial Staff YTN

# **COLLECTIVE AGREEMENT**

## **CHAPTER 1                      GENERAL REGULATIONS**

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

This collective agreement stipulates the terms and conditions of employment of employees of universities of applied sciences which are members of the Finnish Education Employers.

However, the collective agreement does not apply to:

- a) the President/Rector of the university of applied sciences.
- b) employees in the management of the university of applied sciences who have an independent and responsible position in the organisation and whose main tasks include acting as the employer's representative when determining the terms of employment and pay of employees subject to this collective agreement.
- c) working hours regulations for employees who are not subject to the Working Hours Act. The working time regulations in chapter 6 apply to the teaching staff
- d) temporary lecturers in teaching work.

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

1. The employer shall be entitled to direct and assign work, and to engage and dismiss employees.
2. Both sides shall enjoy the unfettered right to organise.

### **Section 3 Beginning of employment**

#### **Employment contract and the information delivered to the employee**

1. The employment contract shall be made in written form taking into account the regulations of Chapter 1, Section 3 and Chapter 2, Section 4 of the Employment Contracts Act.

2. A fixed-term employment contract may be made on grounds mentioned in the current Employment Contracts Act. If a fixed-term employment contract has been made on grounds other than those mentioned above, or if successive fixed-term employment contracts have been signed without a valid reason, the contract will be considered to be an employment contract which is valid indefinitely.
3. The employer's representative is to ensure that the new employee is clear about labour organisation and negotiation arrangements for their field, who the shop stewards are and their contact details.

### **Trial period**

4. In terms of a trial period, the regulations in the current Employment Contracts Act will be followed. The regulations on trial periods will not be included in the collective agreement.

## **Section 4 End of employment and lay-offs**

### **Periods of notice and the notice procedure**

1. Unless otherwise agreed in this collective agreement, the following periods of notice depending on the length of continuous employment shall be observed when the employer terminates an employment contract:
  - 14 days if the employment has continued for no longer than a year,
  - 1 month if the employment has continued for longer than a year but no longer than 4 years,
  - 2 months if the employment has continued for longer than 4 years but no longer than 8 years, and
  - 4 months if the employment has continued for longer than 8 years but no longer than 12 years, and
  - 6 months if the employment has continued for longer than 12 years.

Unless otherwise agreed in this collective agreement, the following periods of notice shall be observed when the employee terminates an employment contract:

- 14 days if the employment has continued for no longer than 5 years, and
- 1 month if the employment has continued for longer than 5 years.

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

## **Non-observance of the notice period**

2. If an employee with an employment contract that is valid indefinitely terminates the employment relationship without observing the period of notice, the employee shall be obliged to pay the employee an amount equivalent to salary for the period of notice which was not observed. This does not apply to cases in which the employee is entitled to terminate the employment contract or to otherwise terminate the employment relationship without a period of notice under the law or according to this agreement.

## **Lay-offs**

3. Employees with an employment contract that is valid indefinitely may be laid off in compliance with a notification period of 14 days.

## **Section 5 Salary**

### **Payment of pay**

1. The grounds for the salary, salary and its payment have been agreed upon in the chapters concerning salary.
2. Pay shall be paid into the bank account designated by the employee, where it shall be available to the employee for withdrawal on the due date. Salary may be paid in cash for compelling reasons only.

If the salary payment date of an employee falls on a weekday holiday, the weekday immediately preceding this day shall usually be considered the due date.

Any supplements that are determined according to the work done during the accounting period shall be paid no later than the end of the calendar month immediately following the accounting period to which they relate.

3. If the employee has work experience justifying an experience supplement at the beginning of the employment relationship, the experience supplement will be granted at the beginning of the employment relationship. New experience supplements will be paid from the beginning of the month following the granting of the right to such supplements.

### **Daily salary and salary of part-time employees**

4. When calculating daily salary based on monthly salary, the divisor used is the number of calendar days each month.
5. The salary of part-time employees is determined based on the relationship between the agreed working time and the maximum working time in accordance with the collective agreement.

## **Section 6 Travelling expenses and per diem allowances**

Compensation shall be paid in accordance with the current decision of the National Board of Taxes on the non-taxable compensation for travelling expenses for the expenses incurred by an employee who travels at the employer's behest.

The employee shall use the cheapest available vehicle and mode of transportation.

## **Section 7 Workwear and protective clothing**

If the employer or the duties require that the employee wears a certain type of workwear, protective clothing or footwear at work, the employer shall acquire and maintain it.

## **Section 8 Labour protection delegate's fee and release from work**

The labour protection delegate will be paid the labour protection delegate's fee as follows:

Fee as of 1 April 2024:

- Employees represented	10-100	EUR 37.38
- Employees represented	101-200	EUR 48.70
- Employees represented	201-	EUR 66.83

The labour protection delegate will be paid the salary for regular working time for work performed outside of their working hours (e.g. meetings and inspections).

The labour protection delegate must be released from their regular duties for at least 60 hours per calendar year in order to perform the duties of a labour protection delegate. A higher amount of relief may be agreed locally.

## **Section 9 Training**

1. When the employer provides the employee with vocational training or sends the employee to training events related to the employee's profession, the costs incurred for the training and the loss of income for regular working time will be compensated for. If the training takes place outside of working hours, the time spent on the training will not be considered working time, but the employee will be compensated for the direct costs incurred.

2. The joint training required in cooperation agreements is usually provided per workplace. Participation in training shall be agreed on per workplace in the cooperation body, or in the absence of such a body, between the employer and the shop steward. Participation in training will be compensated for in the same way as training under section 2, paragraph 1.

## **Section 10 Association at the workplace**

A registered sub-association or equivalent of a signatory organisation as a party to this collective agreement may organise meetings outside working hours on matters concerning employment relationships at the workplace, subject to the following conditions:

- a. Holding the meeting at the workplace and practical arrangements must be agreed upon with the employer in advance.
- b. The association and organiser organising the meeting shall be in charge of the order of the meeting, and the cleanliness of the meeting facilities.
- c. An elected official of the registered sub-association or equivalent must be present at the meeting.
- d. The meeting organisers shall be entitled to invite to the meeting representatives of the signatory organisation, which is party to the collective agreement, and its sub-association and representatives of the central organisations concerned.

The notifications and notices of the employee union and the sub-association or equivalent mentioned in subsection 1 may be attached to a bulletin board reserved for that purpose at the workplace.

## **Section 11 Central organisation agreements**

As part of the collective agreement, the following valid central organisation agreements will be observed:

- Recommendation on the prevention of substance abuse problems, processing of matters of substance abuse and referral for treatment at workplaces
- Group life insurance agreement

If these agreements are amended, the entry into force of the amendments shall be separately agreed on.

## **Section 12 Charging membership fees**

With the authorisation of the employee, the employer shall charge membership fees from the signatory federations in connection with the payment of salary and remit them to the bank account indicated by the union according to the instructions provided.

At the end of the year, the employee will be paid a certificate on the sum that was drawn for taxation.

## **Section 13 Settlement of disputes and compensatory fine**

1. The primary aim is to resolve the dispute concerning the application, interpretation or violation of the collective agreement between the supervisor and the employee concerned.
2. If there is still a dispute, a party may request that the dispute be handled between the employer and the shop steward (local negotiation).

If the relevant employee organised in the signatory organisation is a member of expert and support staff, they are represented by an YTN shop steward.

If the relevant employee organised in the signatory organisation is a member of the teaching personnel, they are represented by an OAJ shop steward.

Negotiations should begin within two weeks, unless otherwise agreed.

If there is a disagreement in the local negotiations and the other party wishes to refer the matter to the unions, a memorandum of disagreement must be drawn up.

3. Negotiations between the unions shall begin within three (3) weeks of the notification by the signatory organisation, unless otherwise agreed. If no agreement is reached in the negotiations between the unions, minutes shall be drawn up. Any dispute between the unions may be referred to the Labour Court.
4. The maximum financial penalty imposed on a university of applied sciences and a local trade union is EUR 2,590 according to sections 7–9 of the Collective Agreements Act (436/1946).

## **Section 14 Valid benefits**

This collective agreement does not apply to benefits based on an agreement between the employer and the employee or a unilateral decision of

the employer, which are not based or have not been based on the collective agreement or an agreement on operating conditions.

### **Section 15 Obligation of good labour relations**

All collective action concerning this collective agreement or its individual regulations are prohibited.

### **Section 16 Validity of the agreement**

1. This collective agreement shall be in force according to the signature minutes, and subsequently, one year at a time, unless it is terminated in writing by either of the parties no later than six weeks before its impending termination.
2. In connection with the termination, the party terminating the collective agreement shall submit a memorandum with proposals for amendments to the other party.
3. The regulations of the collective agreement shall remain in force until the entry into force of a new agreement or until either party has declared in writing that the negotiations between the parties have come to an end.



## **CHAPTER 2 WORKING TIME REGULATIONS FOR EXPERT AND SUPPORT STAFF**

### **Section 1 Scope of application**

The regulations in this chapter shall be applied to expert and support staff.

### **Section 2 Regular working time**

1. Regular office hours shall average not more than 7 hours and 15 minutes per day, and 36 hours and 15 minutes per week.
2. Regular working hours for duties other than office work shall average not more than 9 hours per day and no more than 10 hours per night shift and no more than 38 hours and 15 minutes per week.

Application instruction:

By means of various working time arrangements, working time may be implemented as in a system of leisure time compensation, so that the daily working hours may vary on different working days during the week, or, within a reference period, working time may be organised so that employees may take time off for a longer continuous period.

3. In duties according to Paragraph 1, the daily regular working hours may be temporarily increased by no more than one hour. The temporary increase in working hours will be recorded in the work schedule when the list is drafted.
4. The review period for the maximum number of working hours under the Working Hours Act is no more than 12 months.
5. The employer may commission no more than six additional hours of work and no more than six hours of paid training at a simple hourly salary per year.

Additional work and training may not take place on Sundays, weekday holidays or Saturdays during weeks with midweek holidays.

Additional work and training may take place on no more than two Saturdays per year.

Compensation for additional work and training shall be paid as a supplement to the monthly salary.

The timing of the additional work and training shall be such that it does not unreasonably inconvenience individual employees.

Employees shall be notified of the need for additional work and training as early as possible, and employees shall be entitled to refuse them on a case-by-case basis.

### **Section 3 Average weekly working time**

1. The weekly regular working time may also be arranged so that it is on average what is mentioned above in section 2, paragraphs 1 and 2. For this, a working time adjustment system shall be drafted in advance for at least the period during which the working time will be balanced out to the average mentioned. Regular working time must not exceed 48 hours during any week of the reference period, and the working time shall balance out during a period of no more than 26 weeks.
2. In duties referred to in section 2, paragraph 2, regular working time may also be arranged so that during the academic year of the university of applied sciences, it is on average 42 hours per week, provided that the regular working time will be balanced out to an average of 38 hours and 15 minutes per week during a period of 52 weeks.

The implementation of this working time system shall be agreed on locally, and it may be implemented in employment relationships that are valid indefinitely or fixed-term employment relationships of at least 12 calendar months.

### **Section 4 Termination of an employment relationship in the middle of the reference period**

1. If the employment contract is terminated in the middle of a reference period in a working time system according to Section 3, and if the working time is not balanced out to an average of 36 hours and 15 minutes of office hours, and to an average of 38 hours and 15 minutes for duties other than office work, for the hours exceeding this number of hours,
  - a. unraised salary for regular working time shall be paid, if the employer is entitled to terminate the employment contract for reasons due to the employee, or, if the employee terminates the employment contract,
  - b. salary shall be paid with an increase of 50% if the employee is entitled to terminate the employment contract or if the employer terminates employment contract on financial or production-related grounds.
2. However, for more than eight hours of work per day, salary shall be paid with an increase of 50% indicated in Paragraphs a and b.

3. If the employment contract is terminated in the middle of the reference period, and if the weekly office hours of a full-time employee are on average under 36 hours and 15 minutes, and for duties other than office work, on average under 38 hours and 15 minutes, the number of hours not worked will be deducted from the employee's salary.

## **Section 6 Organisation of working time and breaks**

1. The working week will be approximately 5 days long.
2. Except for hours of rest, regular working hours are organised daily in a continuous manner unless there is a justified reason to proceed otherwise. Locally, it is possible to agree on hours of rest between half an hour (1/2) and one (1) hour. If an employee may leave their place of work unhindered during their hours of rest, the hours of rest are not included in the working hours. In this case, employees must have a real possibility of leaving the workplace.
3. Weekly time off may be granted between working weeks so that it is partly included in the preceding and partly in the following week. However, the majority of weekly hours of rest shall be included in the week to which the hours of rest apply.

## **Section 7 Holidays and weekday holidays**

1. Christmas and Midsummer Eve are holidays, unless otherwise stated due to the operation of the university of applied sciences.
2. On weeks with a weekday holiday, 1 May or Independence Day on a day other than Saturday, the amount of regular work will be decreased by the amount corresponding to the working hours of the day on the weekday holiday.
3. Each of the days mentioned above will decrease the regular working hours of the week or the reference period by the average daily number of hours (weekly working hours under the employment contract/5).

## **Section 8 Working hours during events, competitions and camp activities**

1. When work is carried out in the non-profit organisation, the employee and the employer may agree on the number of working hours and compensation counter to the regulations of this collective agreements in connection with events, competitions and camp activities. In this case, a working time plan shall be drafted before travelling, indicating the hours considered working time, and potential hours of duty on call.

2. The daily allowances shall be paid according to Section 6 of Chapter 1.

## **Section 9 Additional work and overtime**

### **Additional work**

1. Additional work is any work that is done between regular working hours and the maximum regular working time under law. Salary increased by 50% shall be paid for additional work performed between the regular working hours and a maximum regular working time under Section 2 Paragraph 1 and 2. Simple hourly salary will be paid for additional work by part-time employees.

### **Overtime**

2. Overtime shall be any work exceeding the daily working time under the law, or work exceeding this legal daily working time and the regular working time indicated in the work schedule. Overtime may be performed within legal limits. The salary for daily overtime shall be increased by 50% for the first two hours and by 100% for subsequent hours.

#### **Application instruction:**

If the work performed by the employee continues on to the following day, when calculating the compensation for overtime and additional work, the work shall be considered to be performed on the preceding day until the regular working time of the employee normally begins. In this case, these hours shall not be taken into account when calculating the regular working time for the following day.

3. Weekly overtime refers to work which is not daily overtime and which is performed during the week in addition to the maximum number of hours under the law, and for which salary is increased by 50% for the first eight hours and by 100% for subsequent hours.

#### **Application instruction:**

If, due to an employee's illness, accident, a trip at the request of the employer, a layoff due to financial or production-related reasons, or due to the employee's participation in training organised by the employer or referred to in the training agreement, the employee has not been able to complete a number of hours corresponding to the regular weekly working time, and the employee must work on a non-working day under the working time adjustment system, then the compensation for the work performed on a non-working day shall be equivalent to the compensation for weekly overtime.

4. A number of working hours completed according to the average weekly working time of section 3 will be remunerated for the hours exceeding the daily hours (daily overtime) recorded in the schedule as follows:
  - salary increased by 50% for the first two hours, and
  - salary increased by 100% for subsequent hours.

Salary increased by 50% will be paid for hours of work performed in addition to the shifts indicated in the work schedule (weekly overtime).

#### **Exchange of overtime pay for time off**

5. With the consent of the employer and the employee, compensation for additional work and overtime (basic salary and the increase) may be exchanged for the corresponding amount of time off or transferred to a working time bank. In this case, it shall be increased by the percentages which would have been used to increase it if monetary compensation had been received.

#### **Section 10 Evening and night work**

1. A separate evening work supplement of 15% shall be paid to employees in compensation for each hour of work done between 18.00 and 21.00. The supplement will be calculated based on the hourly salary under Section 14.
2. A night work compensation of 30% shall be paid to employees in compensation for each hour of work done between 21.00 and 06.00. The supplement will be calculated based on the hourly salary under Section 14. If the shift that began during the previous day continues after 06.00, the night work supplement will, however, be paid until the end of the shift.
3. Monetary compensation shall be paid if it is not jointly agreed that the compensation will be a corresponding amount of time off or a transfer to a working time bank.

#### **Section 10 Evening and night work as of 1 January 2025:**

Compensation for evening and night work is agreed locally. If no local agreement has been concluded, the evening and night work will be compensated as follows:

1. A separate evening work supplement of 15% shall be paid to employees in compensation for each hour of work done between 18.00 and 21.00. The supplement will be calculated based on the hourly salary under Section 14.

2. A night work compensation of 30% shall be paid to employees in compensation for each hour of work done between 21.00 and 06.00. The supplement will be calculated based on the hourly salary under Section 14. If the shift that began during the previous day continues after 06.00, the night work supplement will, however, be paid until the end of the shift.
3. Monetary compensation shall be paid if it is not jointly agreed that the compensation will be a corresponding amount of time off or a transfer to a working time bank.

### **Section 11 Saturday work**

1. In addition to the other salary received for the same period, hourly salary increased by 25% will be paid as a Saturday increase for working hours between 06.00 and 20.00. The Saturday increase will not be paid for periods eligible for the Sunday increase.
2. Monetary compensation shall be paid if it is not jointly agreed that the increase will be a corresponding amount of time off or a transfer to a working time bank.

### **Section 11 Saturday work as of 1 January 2025**

Compensation for Saturday work is agreed locally. If no local agreement has been concluded, the Saturday work will be compensated as follows:

1. In addition to the other salary received for the same period, hourly salary increased by 25% will be paid as a Saturday increase for working hours between 06.00 and 20.00. The Saturday increase will not be paid for periods eligible for the Sunday increase.
2. Monetary compensation shall be paid if it is not jointly agreed that the increase will be a corresponding amount of time off or a transfer to a working time bank.

### **Section 12 Sunday work**

1. In addition to the other salary received for the same period, simple hourly salary will be paid as a Sunday work increase for Sunday work, which refers to work performed on Sundays, other ecclesiastical holidays, 1 May and Independence Day. The Sunday increase will also be paid for work performed between 20:00 and 24:00 on days preceding said days and on Easter Saturday, Midsummer Eve and Christmas Eve.

2. Monetary compensation shall be paid if it is not jointly agreed that the increase will be a corresponding amount of time off or a transfer to a working time bank.

### **Section 13 Urgency bonus and compensation for hours of duty on call**

1. In exchange for being contacted for urgent work and the disruption due to the required commute, an urgency bonus will be paid to the employee, which is €12.18 as of 1 April 2024. The urgency bonus is paid to employees who are contacted for urgent work by the employer during their time off without being ordered to remain on standby or without being notified of such work in advance.
2. An hourly monetary compensation is paid for hours of duty on call which depending on the hours of duty on call and the related commitment will be 15% to 30% of the simple hourly salary.
3. A monetary compensation shall be paid for hours of duty on call if it is not jointly agreed that the compensation will be a corresponding amount of time off or a transfer to a working time bank.

### **Section 14 Hourly salary divisor**

When calculating hourly working time compensation, the simple hourly salary result from dividing the monthly salary by 163. The simple hourly salary of office work result from dividing the monthly salary by 153.

### **Section 15 Working time bank**

The working time bank may be introduced for employees falling within the scope of the chapter on working hours (personnel within the scope of the Working Hours Act).

## **CHAPTER 3**

## **ANNUAL HOLIDAYS**

### **Section 1 Scope of application**

1. The annual holiday benefits of employees are determined in accordance with the Annual Holidays Act and with this agreement, unless otherwise stated in the regulations below.
2. The regulations in this chapter shall be applied to expert and support staff.
3. The provisions on holiday bonus shall not apply to teaching staff in chapter 6.

### **Section 2 Definitions**

1. The holiday credit year shall begin on 1 April and end on 31 March.
2. The holiday year shall be the calendar year during which the holiday credit year ends.
3. The holiday season is a period that begins on 2 May and end on 30 September.
4. A day of holiday shall be an ordinary weekday. For the purposes of this agreement, ordinary weekdays shall not include Saturdays, Sundays, ecclesiastical holidays, Christmas Eve, Midsummer Eve, Finnish Independence Day or 1 May. Weekday holidays shall not expend the annual holiday.
5. A full calendar week shall expend five days of annual holiday. The provisions of the Annual Holiday Act referring to 12, 18 or 24 ordinary weekdays shall denote 10, 15 or 20 ordinary weekdays for the purposes of this agreement.
6. A full holiday credit month shall be a calendar month affording entitlement to annual holiday according to section 6 of the Annual Holiday Act.
7. Carried-over holiday shall denote the part of holiday that has been carried over from the holiday year's days of holiday to be taken later.

### **Section 3 Length of annual holiday and holiday credit**

1. The length of an employee's annual holiday shall be determined as follows:



- a) If the employee has been in an employment relationship continuously for less than one year at the end of the holiday credit year, then the annual holiday earned for each full holiday credit month shall comply with the following table:

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
Number of days of holiday	2	4	5	7	9	10	12	14	15	17	19	20

- b) If the employee has been in an employment relationship continuously for at least one year at the end of the holiday credit year, then the annual holiday earned for each full holiday credit month shall comply with the following table:

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
Number of days of holiday	3	5	7	9	11	13	15	18	20	24	26	30

- c) If the employee has been in an employment relationship continuously for at least one year at the end of the holiday credit year and has completed by the end of March at least 15 years of service eligible for experience supplements, then the annual holiday earned for each full holiday credit month shall comply with the following table:

Full holiday credit months	1	2	3	4	5	6	7	8	9	10	11	12
Number of days of holiday	3	5	8	10	13	16	19	23	25	30	33	38

2. The actual length of the annual holiday time of the employee is always at least the same as it would be according to the Annual Holiday Act.

Application instruction:

However, the annual holiday pay and holiday compensation will always be calculated according to the tables on this page and the regulations on the annual holiday pay and holiday compensation.

## Section 5 Granting annual holidays

1. Annual holidays will be granted during a period determined by the employer.

2. If all working days of the calendar week are days of annual holiday, the entire calendar week from Monday to Sunday will be a holiday week. Five days of annual holiday are expended during a full calendar week.
3. Each annual holiday day expends the regular working time of a week or period for the average number of hours in a working day.
4. To part-time employees working on average less than five days per calendar week, the annual holiday will be granted so that the number of working days and time off included in the holiday will be equal.

## **Section 6 Annual holiday pay for monthly paid employees**

### **Amount of salary**

1. For the duration of the annual holiday, normal monthly pay under the employment contract shall be paid to the employee.

### **Working time compensation**

2. Monthly paid employees, whose working time includes Sunday, evening, night or Saturday work performed during regular working hours, shall be entitled to a supplement corresponding to the working time allowance mentioned above in addition to their annual holiday pay and holiday allowance. The urgency supplement and compensation for hours of duty on call are not types of compensation paid for working time, and are not taken into account when calculating the annual holiday pay or holiday compensation.

Working time compensation will be taken into account so that the annual holiday pay calculated based on the actual monthly salary will be increased by the percentage of working time compensation paid during the holiday credit year included in the actual salary for regular working time paid for the same period.

## **Section 7 Determination of annual holiday pay when working time and salary change during the holiday credit year**

The annual holiday pay is determined according to Section 12 of the Annual Holiday Act when the working time and the salary of the employee have changed during the holiday credit year, and the change has lasted in total at least one calendar month or 30 calendar days in one or several periods.

The percentage-based annual holiday pay for monthly paid employees is calculated using the following percentages:

- 9% in the case described in Section 3 Paragraph 1.a,
- 13% in the case described in Section 3 Paragraph 1.b,
- 16% in the case described in Section 3 Paragraph 1.c

If changes occur only after the end of the holiday credit year before the start of the annual holiday or parts of it, the holiday pay is calculated based on the monthly salary derived from the working time during the holiday credit year.

### **Section 8 Payment of the annual holiday pay for monthly paid employees**

The annual holiday pay will be paid to an employee on the actual salary payment day.

### **Section 9 Determination of the holiday compensation**

The holiday compensation of monthly paid employees is 1/21 of the monthly salary per annual day of holiday.

When the annual holiday pay for monthly paid employees is determined according to the percentage-paid calculation in Section 7, the holiday compensation per day of annual holiday is the amount of the annual holiday pay divided by the number of days of holiday earned during the holiday credit year.

### **Section 10 Annual holiday pay for employees paid other than monthly**

Annual holiday pay of a person other than a person working on a monthly salary is determined according to chapter 3, section 7

### **Section 11 Postponement of annual holiday due to incapacity**

If, at the beginning of or during an annual holiday or carried-over holiday, an employee is incapacitated by illness, childbirth or accident, the annual holiday or carried-over holiday days occurring during the disability period will be postponed to a later date if the employer requests a postponement without undue delay and if this is possible before the beginning of the holiday. The employee has a similar right to also postpone the annual holiday or carried-over holiday if it is known that during the holiday, the employee will be hospitalised or will be paid other comparable treatment during which the employee will be incapacitated.

When requesting a postponement of the holiday, the employee shall submit a medical certificate on the incapacity or another reliable account specified by the employer.

If the employee does not request the transfer of the holiday, the right to the daily allowance under the Health Insurance Act is not transferred to the employer.

## **Section 12 Holiday bonus**

### **Amount of holiday bonus**

1. The holiday bonus of a monthly paid employees shall be
  - 4% in the case described in Section 3 Paragraph 1.a,
  - 5% in the case described in Section 3 Paragraph 1.b, and
  - 6% in the case described in Section 3 Paragraph 1.c

of the salary for the month immediately preceding the month of payment of holiday bonus multiplied by the number of full holiday credit months.

If the annual holiday pay of monthly paid employees is determined in a percentage-based manner under Section 10 Paragraph 4 of the Annual Holiday Act, the holiday bonus is, however, paid according to the regulations above.

2. The holiday bonus of employees on an hourly salary shall be 50% of the annual holiday pay.

### **Payment of the holiday bonus**

3. The holiday bonus shall be paid in connection with the July salary.
4. The holiday bonus shall also be paid at the end of the employment relationship as agreed on the payment of salary at the end of the employment relationship.
5. Employees whose continuous employment relationship has been shorter than four months shall not be entitled to holiday bonus. Employees who do not comply with the period of notice or terminate a fixed-term employment relationship shall not be entitled to holiday bonus.

## **Section 13 Carried-over holiday**

### **Agreement**

1. The system of carried-over holiday shall be governed by Section 27 of the Annual Holidays Act and by the following regulations. Use of carried-over holiday shall require a written agreement between the employer and employee. The agreement shall specify the maximum number of days that can be carried over and the date by which the carried-over holiday must

be taken. However, the agreement may be made for no more than five years.

2. The carrying over of days of holiday and carried-over holiday shall be agreed by no later than the time at which the employee is given an opportunity to express a view on the time of the holiday.

### **Days carried over**

3. Any portion of annual holiday determined according to Section 3 Paragraph 1 which exceeds 15 days may be carried over
  - In terms of paragraph 1 a., no more than five days
  - b. 1 b., no more than ten days, and
  - In terms of paragraph 1 c., no more than 15 days

### **Leave-taking**

4. Carried-over holiday shall be taken at the time agreed on separately. If the time of the carried-over holiday cannot be agreed on, the employee shall notify of the leave-taking no later than four months before the beginning of the leave. Carried-over holiday shall be granted in full days, unless otherwise agreed.
5. It may be agreed that carried-over holiday in full or in part is combined with working time bank leave.

### **Unused carried-over holiday**

6. At the end of the employment relationship, the compensation for unused carried-over holiday shall be paid according to the regulations on holiday compensation.

### **Incapacity at the beginning of and during carried-over holiday**

7. The employee shall be entitled to defer carried-over holiday due to incapacity according to Section 11 of this chapter.

## **Section 14 Exchange of holiday bonus for time off**

### **1. General**

Changing holiday bonus to time off can be agreed between the employer and the employee.

### **2. Granting time off**

The time off period must be granted by the end of March of the following year at the latest, unless otherwise agreed.

A time off period will be granted to the employee on five working days of the university of applied sciences per week so that the employee will not have fewer working hours than average during the time off period.

### **3. Sickness during time off**

If an employee falls ill during time off, the time off is interrupted, and from the beginning of the following calendar day, the time off will become a sickness absence. Unused time off will be available to be granted at a time which will be agreed on subsequently. If the sickness absence ends before the end of the agreed time off, the time off will continue as agreed.

The employer shall be immediately notified of sickness (see the sickness notification under the Annual Holidays Act) unless there is a significant obstacle to meeting the notification obligation. A disability certificate will be submitted to the employer according to the practices of the workplace.

### **4. Pregnancy or parental leave during a time off period**

If an employee's right to pregnancy or parental leave begins during an agreed time off period for which a holiday bonus is paid, the time off becomes pregnancy or parental leave.

### **5. Employment-related benefits**

The time off period will be included in the time increasing the annual holiday, experience supplements and other similar benefits, such as days of annual holiday.

### **6. Salary**

The employee will be paid for the time off a salary sum equivalent to that of a working period.

### **7. Unused time off**

Any unused time off for which a holiday bonus is payable will be paid in cash at the end of the employment relationship.

### **8. Duration of time off**

The duration of time off shall be determined so that for each working day exchanged for leave, the holiday bonus will be reduced by 4.0%, calculated based on the monthly salary.

As time off can be exchanged according to section 3, paragraph a, no more than 12 working days

paragraph b, no more than 15 working days  
paragraph c, no more than 18 working days

## CHAPTER 4

## ABSENCES

### Section 1 Sickness absences

#### Prerequisites for the payment of salary

1. Pay during illness is paid when the employee is disabled due to illness or accident if the employee has not caused the disability intentionally or by gross negligence.

#### Employee's duty to notify

2. The employee shall notify the employer of the disability and its estimated duration without delay.
3. Upon request, the employee shall submit a medical certificate on the disability or another reliable report specified by the employer. If the employee consults a physician named by the employer, the employer shall cover the costs incurred due to the medical certificate. An occupational physician shall primarily be consulted.

The employer may accept the employee's personal notification as the grounds for the payment of the pay during absence. The employer shall determine the length of the period for which this is done. However, the employer shall always be entitled to request a medical certificate for each absence.

#### Length of paid sick leave period

4. The pay during illness will be paid in connection with each disability case as follows:

Continuous duration of the employment relationship	Duration of the pay during illness
Under one month	for no more than the waiting period referred to in the Health Insurance Act
at least 1 month, but not 3 years	for no more than 28 calendar days (4 weeks)
at least 3 years, but not 5 years	for no more than 35 calendar days (5 weeks)
at least 5 years, but not 10 years	for no more than 42 calendar days (6 weeks)
at least 10 years	for no more than 56 calendar days (8 weeks)

If the reason for the absence is an accident in connection with the employee's duties, violence faced by the employee in the line of duty or an



occupational disease, pay during illness will be paid for 84 calendar days (12 weeks).

### **Pay during illness supplement**

5. Monthly paid employees whose working time includes Sunday, evening, night or Saturday work performed during regular working hours shall be entitled to receive a corresponding supplement to their pay during illness. The pay during illness are increased by the same percentage as the working time supplements mentioned above in terms of the salary for the previous salary payment period.

### **Recurrence of the illness**

6. If the employee becomes ill with the same illness within 30 days of returning to work, the period for which the employer shall be obliged to pay the pay during illness will be calculated as if it were a single period of illness. However, the pay during illness shall be paid for at least the waiting period referred to in the Health Insurance Act if the same illness recurs.

### **Daily allowance**

7. The right to daily allowance under the Health Insurance Act is transferred to the employer for the sick leave period to the extent to which the amount of the daily allowance does not exceed the salary received by the employee for the same period.
8. In the case of a teacher entitled to a daily allowance under the Health Insurance Act, the daily allowance does not transfer to the employer from the beginning of the summer leave period for the first 30 working days.
9. If the daily allowance under the Health Insurance Act is not paid for reasons due to the employee, or if the payment received is smaller than the sum to which the employee would be entitled under chapter 11 sections 1–4 of the Health Insurance Act, the employer shall be entitled to deduct from the pay during illness the part which has not been paid as a daily allowance, either in full or in part, due to the behaviour of the employee.
10. If, due to disability, the employee receives another daily allowance or another type of compensation comparable to it under law or based on insurance covered by the employer, the employer shall be entitled to compensation or daily allowance for the sick leave period to the extent to which this daily allowance does not exceed the salary received by the employee for the same period.

If the salary for the sick leave period have been paid before the payment of some of the types of compensation mentioned above, the employer shall be entitled to receive compensation or recover the sum from the employee to the extent to which the compensation does not exceed the salary received for the same period.

## **Quarantine and institutional care for alcohol and drug addicts**

11. An employee who has been ordered to be absent from work in accordance with chapter 6, section 60 of the Communicable Diseases Act (in so-called quarantine cases) is not paid a salary for the same period of absence as the employee is entitled to an infectious disease allowance.
12. Pay during illness will be paid when an employee addicted to alcohol or drugs has voluntarily sought institutional care after agreeing on such treatment with the employer.

## **Section 2 Medical examinations**

### **Prerequisites for the payment of salary**

1. The prerequisites for the application of the regulations is that examinations and studies have been arranged so that the unnecessary loss of working time is avoided, that the examinations have not been possible outside of the working hours and that the employer has been notified of them in advance.

In the following cases, no deductions will be made from the salary:

a. Diagnosing an illness

When the employee undergoes a medical examination necessary for diagnosing an illness, and undergoes a laboratory and X-ray examination related to the medical examination as prescribed by a physician. This also applies to disability due to the medical examination and observation or hospital examinations due to the symptoms of an illness.

b. Further treatment of an illness

When the employee undergoes a medical examination due to a previously diagnosed illness, when

- the illness is ongoing and the employee needs to undergo a medical examination
- a chronic illness requires an examination by a specialist to prescribe treatment
- the medical examination is required to prescribe treatment for another previously diagnosed illness if an appointment is not available outside of the working hours
- the employee is disabled due to treatment required for an oncological disease.

c. Sudden dental issues

For a period of treatment for sudden dental issues if the dental issues result in the employee's disability which requires treatment on the

same day or during the same shift. The requirement is that the disability and the urgency of treatment are indicated by a certificate provided by the dentist.

d. Prenatal examinations

When a pregnant employee undergoes prenatal medical examinations if the employee is unable to make an appointment outside of working hours.

e. Statutory examinations and occupational health care examinations

When an employee participates in statutory medical examinations approved in the occupational healthcare action plan or required by the employer, or in related subsequent examinations. In this case, no deductions will be made from the salary in terms of the travel time. In addition, the employer will compensate for the necessary travel costs. If the examinations or subsequent examinations are performed in another locality, the employer will also pay a daily allowance.

### **Section 3 Family leave**

The parties have prepared the texts of the collective agreement related to the family leave reform, which entered into force on 1 August 2022 so that they are in compliance with mandatory legislation and treat the employees and their divergent families equally. If the parties' assessment later turns out to be incorrect, the parties undertake to correct the texts of the collective agreement in such a way that the costs of the collective agreement do not increase.

1. The employee's pregnancy and parental leaves and child-care leave are determined according to the Employment Contracts Act and the Health Insurance Act.

### **Paid pregnancy leave and parental leave and daily allowance**

2. An employee who is entitled to pregnancy allowance in accordance with chapter 9, section 1 of the Health Insurance Act (28/2022) is paid full salary for a total of no more than 40 consecutive weekdays from the beginning of the pregnancy allowance period.
3. An employee who is entitled to parental allowance by virtue of chapter 9, section 5, subsections 1–3 or chapter 9, section 9 of the Health Insurance Act (28/2022) is paid full salary for no more than the first 32 days of parental allowance. However, the employee can divide the paid parental leave into a maximum of two periods.
4. The prerequisite for paid pregnancy and parental leave is that the employee has been employed for at least three months immediately before the start of the aforesaid leave.

In addition, a prerequisite for paying the salary is that the employee is entitled to pregnancy or parental allowance for said period.

If an unpaid absence which began before pregnancy leave continues during the pregnancy or parental leave, the employer has no obligation to pay salary for this period. This does not apply to unpaid absences related to pregnancy.

5. For the period for which the employer pays salary during pregnancy or parental leave, pregnancy or parental allowance is paid to the employer on the basis of chapter 7, section 4 of the Health Insurance Act.
6. If a teacher entitled to pregnancy allowance takes paid pregnancy and parental allowance days (all 72 weekdays) continuously, the employer pays compensation to the teacher to the extent that the paid pregnancy and parental allowance days are scheduled during the first 30 weekdays of the summer leave period. The amount of compensation per calendar day is the teacher's daily salary multiplied by a coefficient of 0.53. The compensation is paid to the teacher in connection with the usual salary payment. The compensation is not taken into account when calculating the full salary according to chapter 6, section 9.
7. If the pregnancy or parental allowance is not paid due to the employee's negligence, a sum equivalent to the lost pregnancy or parental allowance is deducted from the salary.

#### **Effect of a period of absence on employment relationship benefits**

8. When an employee is absent from work beyond a statutory maternity, paternity, pregnancy or parental leave period, such a period of absence shall not be taken into account as a period comparable to a working period when determining benefits linked to the duration of the employment relationship, unless otherwise laid down in law or separately agreed on.
9. The teacher is not paid a salary for the short-term leave period of the educational institution, when it is a leave period that takes place during the working period of the university of applied sciences and the employee's pregnancy or parental leave ends immediately before the leave period and the teacher does not return to work immediately after said leave period. During the working period, a paid leave period requires working for 15 working days.

Application instruction:

The work can take place before or after the above-mentioned leave period.

#### **Temporary child-care leave**

10. When a child under ten years of age or a handicapped child falls ill suddenly, the child's guardian or parent with a responsibility for the child's

maintenance shall be entitled to receive salary for no more than three working days according to the regulations on pay during illness. Salary shall be paid for the period of brief absence necessary to arrange care for the child or to nurse the child.

Salary shall be paid to parents other than single parents if one of the guardians is unable to arrange for the care or personally care for the child due to paid employment, working hours or another compelling obstacle.

A report on the absence shall be submitted according to the regulations on the payment of pay during illness in this collective agreement. Where necessary, a report shall be submitted on the inability of the other guardian to care for the child.

An employee is obliged to immediately notify the employer of the obstacle and, where possible, of the estimated end time of the obstacle.

If the employee must be absent from work to care for the child for more than three working days, the possibility of an unpaid absence will be arranged for the employee. The employee's annual holiday benefits will not be reduced due to such an absence.

The parent responsible for the maintenance of the child refers to the biological parent of the child with whom the child does not live or who is not the child's guardian.

### **Severely ill children**

11. An employee entitled to a special care allowance for the care and rehabilitation of a severely ill child under chapter 10 of the Health Insurance Act shall be entitled to be absent from work to be involved in the care, rehabilitation or care-related guidance according to the decision concerned after agreeing on the absence in advance with the employer. The absence shall be unpaid.

### **Absence for compelling family reasons**

12. If there is a sudden illness in the family, a possibility for a short, temporary unpaid absence will be arranged for the employee. The annual holiday benefits will not be reduced due to such an absence.

## **Section 4 Other absences**

### **Agreeing on absences**

1. Employees shall agree on absences under this Section with the employer.

## **Death of close relatives and funeral**

2. Due to the death of close relatives or funeral, the possibility for a short absence of no more than one day will be arranged for the employee. The employee's pay or annual holiday benefits will not be reduced due to such an absence.

Application instruction:

In this connection, close relatives mainly refers to parents, grandparents and in-laws, children, spouse, partner and brothers and sisters.

In-laws also refers to the partner's parents if the Act on the Dissolution of the Household of Cohabiting Partners is applied to partners.

## **Marriage and anniversary**

3. An employee receives a paid holiday, if the day of marriage is their working day.
4. Employees are granted a paid day off on their 50th and 60th birthday if the anniversary is their working day.

## **National defence**

5. Pay will not be reduced when an employee liable for military service responds to a call-up.
6. If an employee participates in the reservist training or supplementary civilian service, the employee will be paid the difference between the salary and the reservist pay for each day served in this capacity.
7. Female employees entering into voluntary military service will be granted an unpaid leave for the duration of the military service. For this period, no benefits based on the employment relationship will be accumulated.

## **Social and trade union activities**

8. Employees who are members of an electoral commission or committee established under the law for the election of a municipal council or a municipal executive board, for a national or municipal election, shall receive the difference between the salary and the compensation for the loss of income paid by the municipality if the meeting of the parties mentioned above is held during the employee's working time. The difference will be paid when the employee has submitted the report on the compensation for the loss of income paid by the municipality. Participation in the meeting shall not result in the reduction of annual holiday benefits.

9. The employee is provided with an opportunity to attend meetings of the central organisation, the signatory organisation of the collective agreement, and the highest decision-making bodies of its member organisations. Such an absence shall not result in a reduction of income.

### **Effect of absence on employment relationship benefits**

If a teacher has taken unpaid leave, job alternation leave or study leave during the working year, the salary of their summer leave period will be reduced in proportion to the duration of the leave.

The number of days reducing the salary for the leave periods will be obtained by calculating the number of the teacher's working days (Mon–Fri) included in the unpaid leave. The reduction of salary will be calculated by multiplying the daily salary by the number of working days absent and multiplying the outcome by 0.1.

Unpaid leave does not mean family leave or sick leave, even if these were unpaid.

Application instruction:

The reduction according to this section is not made if the employee has been on unpaid leave for an entire year (12 months).

Unpaid leave reduces the salary of the leave period after it has lasted at least 14 calendar days in one or more periods. Unpaid leave granted for the performance of another employer's work is not subject to the above provision of 14 calendar days. The duration of unpaid leave is examined by working year or academic year.

**Section 1 Scope of application**

This chapter shall be applied to the employment relationships of expert and support staff.

**Section 2 Determination of salary**

1. The employee is paid a monthly salary as agreed in this chapter.
2. Determination of the salary according to the salary system is based on:
  - duties and their difficulty (salary according to the difficulty category and duty-specific salary element)
  - performance at work (personal salary element)
  - experience supplement

In addition, other supplements, fees or compensations referred to in this chapter may be paid.

**Section 3 Implementation of the salary system at a university of applied sciences**

1. The difficulty categories applied at the university of applied sciences and the principles of use of the duty-specific salary element are negotiated with the shop steward.
2. The grounds for the personal salary element must be fair and encouraging. The principles for the use of the personal salary element are negotiated annually with the shop steward. The negotiations shall also examine the implementation of the use of the personal salary element.
3. The employer must inform the personnel about the application of the pay system and the basis of the pay when there are changes to the basis.

**Section 4 Duty-related salary elements**

1. The employee's duty is placed at the beginning of the employment relationship in a difficulty category corresponding to the difficulty of the duty in accordance with Section 11.



### **Duty-specific salary element**

2. The duty-specific salary element is determined at the start of the employment and when duties change.
3. The duty-specific salary element is paid based on the difficulty of duties in the same difficulty category, the versatile nature of the duties and the particular competencies required for them as well as potential partial duties in a higher difficulty category. The assessment is made as an overall assessment.
4. Duty-specific salary element is granted until further notice.
5. The duty-specific salary element may be in euros or be determined as a percentage of the salary according to the difficulty category. No upper or lower limit has been determined for it.
6. The employer will decide on the payment of the duty-specific salary element.

### **Fixed-term additional duty**

When agreeing with the employee on an additional duty for a fixed-term, the additional compensation to be paid thereof is also agreed upon.

Application instruction:

The additional duties included in this section of the agreement are mainly for a fixed-term or they are not regularly part of the employee's actual duties. The duties need not be repeated daily or weekly. A prerequisite for the additional compensation is that the additional duties were not included in the assessment of the difficulty of the duty or the duty-specific salary element.

### **Substitution**

With regard to substitution, the increase in the complexity, workload and responsibility of the substitute position will be investigated and separate compensation will be agreed upon unless the changes are so minor or short-term that there are no preconditions for paying the compensation. When the management of duties is due to annual holidays, no compensation will be paid.

### **Section 5 Personal salary element**

1. A personal salary element may be paid to the employee based on the employee's competencies, work outcomes and ability to collaborate.

Application instruction:

Factors on which the personal salary element is based may include features such as quality of work, diligence, work performance and effectiveness, innovativeness, initiative or independent working, collaboration and interaction skills, ability and willingness to develop, and flexibility.

2. The factor that is the basis of the personal salary element must be such that the employee is able to influence its fulfilment with their work performance.
3. The personal salary element is granted until further notice or for a fixed period of time and it can be in euros or determined as a percentage. The personal salary element granted until further notice will continue to be paid if the grounds for granting it still exist.

## **Section 6 Changing the difficulty category and salary elements**

1. In the event of a change in work duties, the difficulty of the duty and the duty-specific salary element will be reassessed. However, the assessment is performed at least once a year.
2. The employee or, at the employee's request, the shop steward can take the initiative to review the difficulty category and the duty-specific salary element.
3. The difficulty category and duty-specific salary element can only be reduced if the employee's duties become substantially less demanding.
4. When the difficulty of the duties changes, the personal salary element may be reassessed.
5. As the difficulty of the duties increases, the personal salary remains at least the same as before.

## **Section 7 Years of experience**

### **Amount of the experience supplement**

1. The employee is paid an experience supplement, which is calculated from the salary according to the difficulty category of the duties with the duty-specific salary element added thereto. The experience supplement is determined as follows:

experience	experience supplement
2 years	4%
5 years	8%
8 years	12%
11 years	16% (maximum accrual is 16%)

The payment and accrual dates of experience supplements according to paragraph 1 may be agreed on differently locally according to chapter 2.

**Experience time justifying the experience supplement:**

2. The total duration of employment in the service of the same employer in the same area of tasks will be in full considered as experience time that will justify an experience supplement.

The duration of employment in the service of another employer or time as an entrepreneur will be taken into account, provided that the experience is genuinely beneficial for the employee’s duties.

An absence for which salary or the daily, maternity, paternity, pregnancy or parental allowance was paid to the employee pursuant to the Health Insurance Act, will also be accepted as time which justifies an experience supplement.

Under the Study Leave Act, no more than 30 calendar days of the study leave for the holiday credit year will be approved for the experience supplement.

**Section 8 Supplements, fees and compensations**

**1. Training supplement**

A training supplement will be paid for training which can be considered an additional asset for the management of the employee’s duties. The amount of the supplement is no more than 15% of the salary according to the difficulty category. When the difficulty of the duties changes, the supplement will be reassessed. The training supplement is mainly paid for a vocational degree related to the duties or for additional training agreed on with the employer. The impact of the degree or training on the employee’s salary shall be agreed on before the beginning of the training.

**2. Circumstantial supplement**

As a special supplement based on the duties, an hourly supplement may be paid for work which is extremely difficult, dirty or performed under difficult conditions. The maximum amount of the supplement shall be 35% of the employee’s hourly salary. If the duties justifying the supplements are regular, a fixed supplement in euros paid monthly may be agreed upon.

### **3. Language supplement**

1. In a bilingual municipality an employee whose duties require competencies in both national languages and who is skilled in the national language which is not their native language may be paid a language supplement from

EUR 20.55 as of 1 April 2024  
per month for good oral skills and

EUR 26.36 as of 1 April 2024  
per month for good oral and written skills.

2. An employee with a perfect command of both national languages may be paid a monthly language supplement from  
EUR 41.03 as of 1 April 2024

### **4. Language skills supplement**

1. The language skills supplement will be paid if skills in a language other than the employee's native language are highly beneficial for the duties of the employee. The language skills supplement will not be paid if the duty specifically requires foreign-language skills.
2. The supplement will be paid depending on the level of the language degree (Act on the General Language Degrees 964/2004 and Decree 1163/2004)

	as of 1 April 2024
Basic level	EUR 20.55/month
Medium level	EUR 41.03/month
Highest level	EUR 79.82/month

## **Section 9 Special provisions**

### **Trainee salary and student salary**

1. A different agreement may be made on the regulations on the financial benefits of the collective agreement if an employment contract is made with a trainee for the duration of the mandatory traineeship included in their degree.
2. In other traineeships related to the studies, the minimum salary is 75% of the salary in the difficulty category concerned.
3. At least 80% of the salary according to the difficulty category concerned shall be paid to the trainee without competencies and qualifications in the field, but for no more than two months.

- The salary of comprehensive school pupils, upper secondary school students or vocational training school students without competencies or qualifications in the field is during the holiday period (1 June – 15 August) at least 65% of the salary according to the difficulty category concerned. This salary may be paid to the same employee for no more than 2.5 months.

### Negotiated salary

- It may be agreed that a negotiated salary will be paid to the employee. This salary may include the supplements and salary elements determined in this chapter.
- In addition, due to various system changes, employees may receive salary exceeding the salary under the collective agreement (for instance so-called guaranteed piecework pay), which will be dealt with as the negotiated salary.

## Section 10 Expert and support staff – salaries

### The lowest salaries of the difficulty categories as of 1 April 2024, euros/month

Difficulty category	1.	2.	3.	4.	5.	6.
	1,711.53.	1,851.60.	1,998.76.	2,169.47.	2,340.23.	2,543.22.

## Section 11 Difficulty category for the salary system of expert and support staff

Difficulty category	General description	Independence – consideration – responsibility	Training – experience
1.	Assistance duties. The solutions required for the completion of the duties are repetitive and similar.	The duties are carried out according to clear work instructions and routines.	The necessary knowledge and skills are acquired by means of guidance or in-house training in connection with the work.
	Application instruction: The employee always has an immediate supervisor or another appointed responsible person who provides detailed guidance where necessary and supervises the work performance or its outcome.		

<p><b>2.</b></p>	<p>Duties requiring professional competencies. The solutions required for the completion of the duties are based on experience.</p>	<p>The duties are carried out based on general instructions.</p>	<p>The necessary knowledge and skills are acquired through work experience or professional training.</p>
<p>Application instruction: The employee acts according to the general instructions provided. The employee is familiar with the work assignments and is able to operate relatively independently. The immediate supervisor or another appointed responsible person ensures that the employee receives sufficient instructions in their daily work and decides on the methods of operation under changed circumstances or exceptional situations. The supervisor or another responsible person may not operate in the same unit or shift.</p>			
<p><b>3.</b></p>	<p>Duties requiring extensive professional competencies. The solutions for the completion of the duties require a choice of operating methods.</p>	<p>The duties will be carried out in application of general instructions, many independently.</p>	<p>The necessary knowledge and skills are acquired through professional training or solid work experience.</p>
<p>Application instruction: The employee has some responsibility for the assignment or work on the whole and on the outcome. The outcome of the work has been determined, but the manner of performing it may vary. For instance, the manner and order of completing the work assignments may be decided on by the employee and is based on the employee's professional competencies. The employee independently detects a potential problem and knows how to solve it.</p>			
<p><b>4.</b></p>	<p>Duties related to the management of partial functions or the application of expertise. The solutions required for the completion of the duties also require new solution models.</p>	<p>The duties are carried out independently. The responsibility is manifested on grounds of independent solutions, and it may involve financial and supervisory responsibility.</p>	<p>The necessary knowledge and skills are acquired through intermediate vocational training or training at an institution of higher education or through work experience.</p>
<p>Application instruction: The management of partial functions refers to salary administration or accounting in financial administration, mainly the duties of a hostess in kitchen operations, and a responsibility for the maintenance and servicing of properties on a practical level in real estate.</p> <p>The supervisor's responsibility mainly refers to exercising the right to direct – deciding what is done and by whom. Financial responsibility refers to, for instance, the employee's responsibility for procurement and the related costs within the framework of the confirmed budget. Financial responsibility also involves the reporting obligation.</p>			

<p><b>5.</b></p>	<p>Duties related to the management, planning and development of partial functions or the application of expertise requiring theoretical knowledge. The duties also require designing and developing new solutions.</p>	<p>The duties are carried out independently. The responsibility is manifested on grounds of independent solutions, and it may involve financial responsibility and responsibility for personnel.</p>	<p>The necessary knowledge and skills are acquired through training in an institution of higher education or solid work experience.</p>
<p>Application instruction: The duties in this difficulty category do not simply involve the application of knowledge. Instead, the employee is able to create something new and act as a developer. The duty may involve responsibility for personnel. For instance, the person concerned is involved in employment, but the final decision on recruitments may be made by someone else.</p>			
<p><b>6.</b></p>	<p>Duties related to the management and development of functions or partial functions or the application of expertise requiring profound theoretical knowledge. The solutions for the completion of the duties require the planning, development and implementation of solutions based on both theoretical and practical competencies.</p>	<p>The duties are carried out independently. The responsibility is manifested on grounds of independent solutions, and it may involve financial responsibility, responsibility for personnel and the responsibility of an expert.</p>	<p>The necessary knowledge and skills are acquired mainly through training in an institution of higher education and solid work experience.</p>

**Section 1 Scope of application**

1. This chapter shall apply to a full-time and part-time principal teacher or lecturer with a working time of at least 760 hours per year, or on average at least 19 hours per week, and belonging to a personnel group for teaching personnel.

The provisions concerning the hourly teacher are in section 13.

2. The provisions on holiday bonus shall not apply to persons covered by this chapter.
3. The regulations of this chapter will be applied if the teacher has been assigned to perform equivalent duties which are locally called by another name than in this chapter.

**A PROVISIONS ON SALARY**

**Section 2 Grounds for the payment of salary**

**Basic salary**

1. The salary of the teaching personnel is determined according to the provisions of this chapter.
2. Basic salary shall mean salaries in euros related to eligibility or qualification, excluding any supplements, stated in this chapter.

**Section 3 Principal teacher and lecturer's minimum salary**

**Basic salary**

1. Basic salary, determined according to work experience years, are included in the salary annex by statistical codes as follows:

Principal teacher and lecturer's basic salary:

<b>114104</b>	principal teacher
<b>114205</b>	lecturer



### **Doctor and licentiate's degree**

2. The minimum salary for holders of doctor's degrees are 4% higher.
3. The minimum salary for holders of licentiate's degrees are 2% higher

### **Salary and working time of a part-time employee**

4. The salary of a part-time teacher is lower to the same extent as their working time is shorter than the full working hours of the lecturer or principal lecturer concerned (1600).
5. The working time of a part-time teacher is at least 760 hours per academic year or, on average, at least 19 hours per week. In this case, the employment relationship is full-time.
6. The share of a part-time teacher's working time and place which the teacher may independently determine shall be proportional to the provisions in section 10, paragraph 1.

### **Language teachers' salary**

7. The salary of a language teacher at universities of applied sciences are determined according to the field of education to which they are assigned.

### **Personal salary and availability supplement**

8. The amount of personal salary will be affected not only by the difficulty of the duties, the professional competence of the teachers and their work performance but also by the general salary level of the locality and specialisation, as well as the employer's hiring politics, and teachers' personal management of their profession, the outcome of their work, their previous training and the balance of supply and demand in the labour market.
9. Part of the personal salary may consist of an availability supplement. The minimum amount of the availability supplement paid to teachers in the field of training for technology and traffic is obtained by multiplying the basic salary of principal teachers and lecturers under the collective agreement with the coefficients indicated in the salary annex.

When duties change, the right to an availability supplement will be reassessed.

The availability supplements, determined according to work experience years, are included in the salary annex by statistical codes as follows:

<b>114101</b>	principal teacher
<b>114202</b>	lecturer

## **Section 4 Reduction in pay in the absence of eligibility**

1. The minimum salary for a teacher with no qualifications determined in the eligibility criteria for the duties shall be 6 to 20% lower than the salary mentioned above.
2. The eligibility criteria refer to those laid down in the Decree on Universities of Applied Sciences and the rules of procedure of the universities of applied sciences or other regulations, or the eligibility required in connection with performing the tasks.

Minuted note:

The incompetence deduction may also be made for teachers who have not completed a teacher's training of at least 35 study weeks or a teacher's training of at least 60 study weeks when the teacher's training is required as mentioned above.

3. When the teacher completes the qualification or teacher education specified in the qualification requirements, the salary will be changed from the beginning of the month following the presentation of the qualification to the employer.

## **Section 5 Work experience**

### **Time approved as work experience**

1. Full-time domestic and foreign work as a teacher/principal is approved as work experience. In addition, working in positions or time spent as an entrepreneur, which are of material use in the current position.
2. When calculating the work experience, the calendar months during which the teacher/principal has served under the same employer for at least 18 calendar days will be taken into account.
3. The right to work experience begins at the beginning of the following month from the date on which the right was acquired.

### **Time equivalent to working included in work experience**

4. Absences for which a salary or a daily allowance, special maternity, maternity, paternity, special pregnancy, pregnancy or parental allowance was paid under the Health Insurance Act, are also approved as work experience.
5. Under the Study Leave Act (273/79), no more than 30 calendar days of the study leave for the holiday credit year will be approved for the work

experience. The requirement is that the employee returns to work under the same employer immediately after the study leave.

## **Section 6 Compensation for evening/night and weekend/weekday holiday work**

1. For work assigned in the work plan between 18.00–07.00, a working time compensation of at least 30% of the hourly salary calculated in Section 10, Paragraph 5 will be paid. Working time compensation may be agreed on differently with the employee concerned.
2. For work assigned in the work plan during a weekend or weekday holiday, a working time compensation of at least 50% of the hourly salary calculated in section 10, paragraph 5, will be paid. Working time compensation may be agreed on differently with the employee concerned.

## **Section 7 Language supplement**

In a bilingual municipality, a teacher whose duties require competencies in both national languages and who is skilled in the national language which is not their native language may be paid a language supplement

from 1 April 2024 onwards as follows:

EUR 20.55

per month for good oral skills and

EUR 26.36

per month for good oral and written skills. A teacher with a perfect command of both national languages may be paid a monthly language supplement from

from 1 April 2024 onwards as follows:

EUR 41.03

## **Section 8 Language skills supplement**

The language skills supplement will be paid if skills in a language other than the teacher's native language are highly beneficial for the duties of the employee concerned. However, the language skills supplement will not be paid if the duty specifically requires foreign-language skills.

The supplement will be paid depending on the level of the language degree (Act on the General Language Degrees 964/2004 and Decree 1163/2004)

from 1 April 2024 onwards as follows:

Level of the degree	Supplement / month
basic level	€ 20.55
medium level	€ 41.03
highest level	€ 79.82

## Section 9 Full salary

1. A teacher's full salary refers to basic salary and all salary supplements, and additional fees and compensation, which are paid regularly each month.
2. During the teacher's paid absence, the salary is calculated based on the teacher's full salary.

## B WORKING TIME REGULATIONS

### Section 10 Principal teacher and lecturer's working time

#### Annual working time

1. The annual working time is 1,600 hours per academic year so that the teacher may independently determine the time and place of performing the work for at least 28% (unbound working time).

Minuted note:

The annual working time of a full-time teacher under the agreement may not be reached, or it may be exceeded if this is agreed on with the teacher.

Some of the teacher's unbound working time may be organised in the form of entire weeks.

#### Working time plan

2. The allocation of working time will be determined in the working time plan prepared at the beginning of the academic year, the semester or the employment relationship. If the time spent on working or duties has been assessed incorrectly, or if the duties change, the working time plan shall be modified. The working time plan shall always be reviewed to correspond to the actual use of working time.
3. The implementation of the work plan will be regularly monitored.

## **Additional work**

4. The working time for the academic year may be exceeded with the consent of the teacher. In that case, the work in question is additional work.
5. For work under the working time plan, in excess of the annual working time (1,600 hours), the salary paid per hour are obtained by dividing the annual salary by 1,600.

## **Section 11 Teacher's leave periods**

1. Between 2 May and 30 September, a teacher shall be granted a period of leave of eight weeks (56 calendar days), during which the employer may not assign working time. The leave period may be granted in two parts. In the field of training related to natural resources, it is possible to derogate from the timing mentioned above due to the nature of the field.
2. Between 1 October and 30 April, a teacher shall be granted a period of leave of four weeks (28 calendar days) at a time suitable for the operation of the educational institution (in connection with Christmas, New Year and student holidays), and it may be granted in no more than four parts.

## **Agreement on leave periods**

3. Subject to the teacher's consent, the timing and periodisation of leave periods may be agreed upon differently.

## **Section 12 Summer leave allowance for fixed-term teachers**

At the end of an employment relationship for a teacher engaged for a period shorter than an entire academic year, the teacher will be paid a summer leave allowance calculated by multiplying the daily salary by 0.18 per working day (Mon–Fri) at the university of applied sciences during the employment relationship. If between 2 May and 30 September, confirmed summer leave days were included in the employment relationship, they will be deducted from the number of days justifying a summer leave allowance.

## **Section 13 Hourly teacher**

An employee working under 760 hours per academic year or on average under 19 hours per week is an hourly teacher. The working hours in an academic year of an hourly teacher are divided into at most 40 working weeks, unless otherwise agreed upon with the hourly teacher.

Application instruction:

When agreeing on the working time of an hourly teacher, the need for preparations and subsequent work as well as other teachers' duties shall be taken into account to match actual use of working time.

The hourly teacher is paid at least in accordance with the salary pricing. When determining the hourly salary, the difficulty and responsibility of the work, the skills and experience as well as the level of training and eligibility of the hourly teacher will be taken into account.

An hourly teacher's right to pay during illness is determined according to the provisions in the Employment Contracts Act.

## **Section 14: Transitional regulations**

The transitional regulations will be applied during the transitional period on 31 March 2020 to teachers in the field of training related to technology and traffic at universities of applied sciences, as long as they have an employment relationship with the same employer in the field of training related to technology and traffic:

For the annual working time of teachers in technology and traffic, the teachers may determine the time and place of performing 37.5% of the work. The employer may allocate some of the working time at their discretion to the period outside of the 35 weeks by agreeing on the matter with the teacher.

It is possible to agree with the teacher on a smaller amount of unbound working time, but the amount of unbound working time shall be at least 28%.

## **CHAPTER 7 LOCAL AGREEMENT**

### **Section 1 Parties, binding nature and form of local agreement**

The contracting parties are the employer, or their representative, bound by the collective agreement and the shop steward. The local agreement is binding on the personnel group or part of it that the shop steward must be considered to represent.

A local agreement shall be concluded in writing. The agreement must include at least the following:

- the purpose of the agreement
- the parties to the agreement
- those covered by the Agreement
- the collective agreement regulation in question
- the justifications for derogating from the regulation
- the detailed content of the agreement
- the terms of validity and termination of the agreement
- the date and signatures

### **Section 2: Agreement on derogations from the collective agreement**

A local agreement may be concluded within statutory limits. The contracting parties may derogate from the regulations of the collective agreement where a justified reason so requires. However, a local agreement may not override the entire collective agreement or exceed the average maximum amounts of regular working time, or derogate from the minimum basic salary, the length of the annual holiday and the regulations on sickness, pregnancy and parental leave benefits under the collective agreement.

### **Section 3: The duration and termination of a local agreement**

A local agreement may be concluded for a fixed period or indefinitely.

A local agreement which is valid indefinitely may be terminated at three months' notice.

After one year, the fixed-term local agreement may be terminated in the same way as an agreement valid until further notice. Before termination, the parties shall examine the prerequisites for continuing the agreement and potential need for change.

After a local agreement has expired, the regulations of the general collective agreement shall be observed.

A resilience agreement under section 5 may be concluded for a fixed period of no more than two years.

The benefits reduced under the resilience agreement shall be restored to a level preceding the resilience agreement at its termination, taking into account the potential changes to the collective agreement during the term of the resilience agreement.

#### **Section 4 The legal effects of the local agreement and communication**

A local agreement shall have the same legal effects as the collective agreement.

The signatory federations to the collective agreement shall be notified of the local agreement referred to in sections 2 and 5.

#### **Section 5 Resilience agreement**

A local derogation from the collective agreement with respect to the minimum standards governing salary or other financial benefits may be agreed upon in the manner specified in this section.

The contracting parties are the employer tied to the collective agreement, or their representative, and the shop steward.

The prerequisite for an agreement is the fact that the employer is in financial difficulty that could lead to a reduction in labour use.

A resilience agreement may only be made for extremely compelling financial reasons in situations where the agreement is temporarily necessary and essential to safeguard the employer's operational preconditions and jobs.

The grounds for using a resilience agreement, the need for measures and their dimensioning shall be unanimously stated between the parties to the negotiation, as well as the estimated impact of the measures and the other actions at the workplace in order to balance the finances and to survive the crisis. The measures agreed on in a resilience agreement shall be reasonable in order to meet the objectives.

When negotiating an agreement of the kind referred to in this section, the employer shall comply with the provisions of the Act on Co-operation Within Undertakings concerning the provision of necessary information in negotiations. The parties may call upon the assistance of specialists if necessary. The staff representatives are provided with up-to-date information on the university of applied sciences' financial situation, for instance its financial statement and budget as well as other documents that describe the financial situation of the employer in adequate detail.



## **Section 6: The interpretation of an agreement and the settlement of disputes**

Disputes concerning the interpretation of local agreements are resolved in the same way as disputes in collective agreements.

## **Section 7 Impact of the expiry of the collective agreement**

Local agreements concluded during the validity of this collective agreement shall remain in force for their agreed duration.

**Introduction**

The purpose of the shop steward system is to create the preconditions for effective cooperation between the university of applied sciences and its personnel as well as the promotion of local agreement and the correct application of the collective agreement.

The purpose of the shop steward system is to purposefully and rapidly settle disputes on the application and interpretation of the agreements between the employer and employees. The key features of the system also include processing issues related to employment relationships between the employer and employees, and maintaining and promoting industrial peace as required in the collective agreement system.

**Section 1 Shop steward's duties**

The duty of a shop steward is to maintain and develop negotiation and cooperation between the university of applied sciences and the personnel group they represent.

The shop steward is also responsible for representing organised workers bound by a collective agreement in matters concerning the application of the collective agreement. The shop steward represents the above-mentioned employees in matters concerning the application of labour legislation and, in general, in questions related to employer-employee relations and the development of the university of applied sciences.

The duties of the shop steward also include the representation of organised employees bound by the collective agreement in the local negotiations referred to in chapter 1, section 13 of the collective agreement.

**Section 2 Number of shop stewards**

At a university of applied sciences, the signatory organisations of the collective agreement have the right to elect shop stewards as follows:

- The Trade Union for Education OAJ (OAJ) has the right to elect one shop steward and one deputy shop steward to the personnel group of teaching personnel.
- The Federation of Professional and Managerial Staff YTN (YTN) has the right to elect one shop steward and one deputy shop steward to the personnel group of expert and support staff.

A more extensive shop steward organisation can be agreed upon at the university of applied sciences. In this context, attention should be paid to, for example, the regional or functional units of the university of applied sciences.

If the activities of the university of applied sciences or its operational unit are considerably reduced, extended or modified (e.g. divestment, merger, incorporation), the shop steward organisation will be modified to correspond to the changed situation.

The position of a shop steward will cease if the shop steward's personnel group changes.

### **Section 3 Conditions for acting as a shop steward**

A shop steward must have an employment relationship with a university of applied sciences. In addition, the following are required:

- A member of OAJ can act as the shop steward for the personnel group of the teaching personnel
- A member of YTN can act as a shop steward for the personnel group of expert and support staff

### **Section 4 Election of shop steward**

The shop steward is elected by employees who are in an employment relationship with the university of applied sciences, within the scope of the collective agreement, organised in the signatory organisation, and who belong to the personnel group concerned.

Elections for shop stewards can be held at the workplace. A signatory federation will ensure that the election is held. However, this is mainly done by the shop steward or, if the shop steward is unable to do so, the potential deputy shop steward. The times and places of an election organised at the workplace shall be agreed on with the employer no later than 14 days before holding the election.

The organisation and holding of the election may not disturb working activities.

The necessary time spent by the shop steward in organising and conducting the election is included in the locally agreed period of release of the shop steward.

### **Section 5 Shop steward's responsibilities**

If not otherwise stated in this agreement, the shop steward's employment relationship with the employer is equal in position to that of other employees. The shop steward is obliged to comply with the terms of employment, working hours and orders issued by the employer.

## **Section 6 Notifications**

The signatory organisation informs the employer in writing of the election, resignation or dismissal of the shop steward and deputy shop steward and the duration of the term of office.

The shop steward must inform the employer in writing when the deputy shop steward will replace them as a shop steward. If the shop steward is prevented from submitting a written notification, the notification may be submitted by a signatory organisation.

The shop steward will be notified of the termination of their employment relationship no later than one month before the beginning of the period of notice under the collective agreement.

The reason for the termination will be indicated in the notification on the termination of the employment relationship, provided for the shop steward. The employer also informs the signatory organisation concerned of the notification to the shop steward.

## **Section 7 Deputy shop steward's rights and obligations**

A deputy shop steward has the rights and obligations of a shop steward when they replace the shop steward on the basis of a notification submitted to the employer in accordance with section 6.

## **Section 8 Use of time**

Release from work for the performance of shop steward's duties is agreed locally. When agreeing on the release, consideration may be given to, for example, the number of employees to be represented, the number and geographical location of the offices, changes in the status of the personnel, and the possibility to carry out the shop steward's duties appropriately.

In order to negotiate the local agreement and the resilience agreement, the shop steward is given sufficient release from work to carry out the shop steward's duties. The amount of the relief will be agreed on with the employer. When assessing the amount of the relief, the number of employees represented, the number of workplaces and their geographic location, and the changes to the position of the personnel shall be taken into account.

If no agreement can be reached locally on the release from work for the performance of the shop steward's duties, the maximum amount of relief must be per academic year/working year:

- |                             |         |
|-----------------------------|---------|
| - personnel group size -159 | 280 hrs |
| - personnel group size 160- | 400 hrs |

## **Section 9 Shop steward compensation**

Shop steward will be paid a shop steward compensation as follows:

as of 1 April 2024:

- |                             |                |
|-----------------------------|----------------|
| - personnel group size -159 | EUR 103.09     |
| - personnel group size 160- | EUR 115.53 hrs |

If the shop steward is unable to perform their duties and the deputy shop steward carries out the shop steward's duties on the basis of the notification according to section 6 for the majority of the calendar month, the shop steward's compensation is paid to the deputy shop steward for the month in question.

If the university of applied sciences agrees on a more extensive shop steward organisation, the amount of the shop steward's compensation may also be agreed upon. In such cases, no shop steward compensation under this section shall be paid.

## **Section 10 Ban on discrimination**

The shop steward's potential development and advancement in their profession shall not be impaired due to their role as a shop steward.

An employee acting as a shop steward may not be transferred to a lesser-paid job compared to the job they held upon the election while they are performing their duties as a shop steward, or due to these duties. The shop steward may also not be transferred to a less demanding job if the employer is able to offer them work other than that corresponding to their professional skills. The shop steward may not be dismissed due to their duties as a shop steward.

## **Section 11 Employment security**

A shop steward's employment contract may only be terminated if the conditions laid down in chapter 7, section 10 of the Employment Contracts Act are met.

The provisions of chapter 7, section 10 of the Employment Contracts Act also apply to employees who have acted as shop stewards six months after the end of their duties as shop stewards.

The consent referred to in chapter 7, section 10 of the Employment Contracts Act is determined by the signatory organisation that is party to the collective agreement.

The employment relationship of a shop steward may not be terminated due to illness even on the grounds of cancellation in Chapter 8 Section 1 without a period of notice.

When assessing the grounds for cancellation of the shop steward's employment contract, the shop steward may not be placed in an inferior position compared to the other employees.

If the number of employees is reduced or if employees are laid off for financial and production-related reasons, the shop steward shall be the last to be targeted by such measures. If work corresponding to the profession or qualifications of the shop steward cannot be offered, a derogation may be made from this regulation.

If a dispute has arisen concerning the termination of the employment relationship or lay-off of a shop steward, local negotiations and negotiations between the organisations shall be initiated and conducted without delay after the grounds for the termination or lay-off have been contested.

If the employment contract of the shop steward was terminated in violation of this agreement, the employer shall compensate the shop steward for the salary of at least three (3) and no more than thirty (30) months. The compensation shall be imposed on the same grounds as are laid down in Chapter 12 Section 2 of the Employment Contracts Act. As a factor increasing the compensation, it shall be taken into account that the rights laid down in this agreement have been violated. If the Court considers that there are prerequisites for continuing the employment relationship or for reinstating the terminated employment relationship, but the employment relationship is not continued regardless of this, it shall be taken into account as a particularly compelling reason when determining the amount of the compensation.

## **Section 12 Information to be provided to a shop steward**

The provision of information under this section is subject to data protection legislation.

If there is uncertainty or disagreement on the salary of employees or other matters related to employment relationships, the shop steward shall be provided with any information affecting the resolution of the matter of disagreement.

The shop steward shall be entitled to receive up-to-date information on the financial state of the university of applied sciences and on the salary data and other data according to the Co-operation Act.

The shop steward shall be entitled to receive, in writing or in another manner agreed upon, the following data on the employees of the university of applied sciences at the beginning of the employment relationship:

- name of the employee and start time of employment

The shop steward shall be entitled to receive, in writing or in another manner agreed upon, the following information on the employees organised with the

signatory federation concerned. The provision of information requires authorisation given by the employee to the shop steward:

- name of the employee
- starting time of the employment relationship and whether the employment relationship is full-time or part-time
- grounds for a fixed-term employment relationship and its duration
- salary group or another similar entity in which the employee or the work performed by the employee belongs.

Shop stewards shall be entitled to receive information on the apprentices and trainees under a training agreement at the educational institution, in a manner to be agreed on with the employer.

Shop stewards shall be entitled to receive information twice a year on the number of the full- and part-time employees of the educational institution. This also applies to those who have been separately invited to work and employed at the educational institution during the last six months, or other temporary personnel.

Upon request, the shop stewards will be paid a report on the information collected in connection with recruitment.

If the university of applied sciences agrees on a more extensive shop steward organisation on the basis of section 2, the principles for sharing information between the different shop stewards shall also be agreed upon.

The shop stewards shall keep confidential the information received based on the regulations above for performing their duties.

### **Section 13 Office premises and office equipment**

For performing their duties, shop stewards shall be entitled to use office premises and storage space, ordinary office equipment, ICT devices, an Internet connection and related software (including e-mail) as well as a telephone provided by the employer for performing work assignments.

### **Section 14 Travel expenses**

If, for performing duties agreed upon with the employer, a shop steward must travel at the request of the employer, the shop steward will be compensated for travel expenses according to the system applicable in the university of applied sciences.

### **Section 15 Compensation for the loss of income**

The employer will compensate for the income lost by the shop steward during working hours either due to local negotiations with the employer's representative or due to other duties agreed on with the employer.

If a shop steward performs duties agreed upon with the employer outside of their regular working hours, the salary for regular working hours will be paid for this time.

### **Section 16 Shop steward's training**

The provisions on the right of shop stewards to trade union training can be found in chapter 9.



## **CHAPTER 9 TRAINING FOR SHOP STEWARDS AND LABOUR PROTECTION DELEGATES**

### **Section 1 Training working group**

1. For the implementation of the training for shop stewards and labour protection delegates, there is a training working group between the signatory organisations, which is represented by each signatory organisation. The training working group discusses the general themes of the training and the schedule of the approval process of the trainings.
2. Sivista will approve the signatory organisation's courses for one calendar year at a time. Where necessary, courses may also be approved in the middle of the calendar year.

Before the decision to approve a course, Sivista will be given a report on the course curriculum, timing, place and method of organisation, target group, participants and any other information requested. The prerequisite for approving the course is a jointly stated need for training.

3. On the course they have approved, a representative of Sivista has the opportunity to follow the training by agreeing on participation with the organisation.
4. The signatory organisations will inform of the courses approved for the following year no later than two (2) months before the beginning of the first course.

### **Section 2 Preservation of employment relationship and notification times**

1. Without an interruption of the employment relationship, the shop steward and labour protection delegate will be given the opportunity to participate in a course approved in accordance with section 1, paragraph 2, if the need for training resulting from the employee's cooperation tasks has been stated jointly between the employer and employee applying for the course, and if the participation in the course may take place without considerable adverse effects on the university of applied sciences. A shop steward or labour protection delegate may take part in training for a maximum of 21 working days per calendar year.
2. If granting time off would cause significant harm to the university of applied sciences, the shop steward must be informed of the reason why they cannot participate in the course at least 10 days before the start of the course.
3. A notification of the intention to participate in a course must be submitted as early as possible, however, no later than three (3) weeks before the start of the course.

4. Occupational safety and health training is targeted at labour protection delegates.

### **Section 3 Compensation**

The shop steward and the labour protection delegate and a member of the labour protection committee may participate in the courses approved in accordance with section 1, paragraph 2 without a deduction of salary. However, the loss of earnings is not compensated for a period totalling over 21 working days in a calendar year.

In addition, the prerequisite for the compensation of the loss of income is that the course concerned is related to the cooperation duties of the participant in the university of applied sciences and that the course has been confirmed as such between the employer and participant.

Participation in the training of the shop steward or the labour protection delegate mentioned in section 2 will not result in a reduction of annual holiday benefits, retirement benefits or other comparable benefits.

### **Section 4 Training for deputy shop stewards and deputy labour protection delegates**

The parties recommend that where necessary, a possibility is reserved for deputy shop stewards and deputy labour protection delegates to participate in training without loss of income.

A deputy shop steward and the first labour protection delegate who represent at least ten (10) employees shall be entitled to participate in one basic course during the calendar year, with no more than three (3) working days without a loss of income. In terms of participating in the training, it shall be ensured that the performance of duties and the activities of the university of applied sciences are not unreasonably disturbed, for instance due to the fact that several personnel representatives would like to participate in the training at the same time.

The notification periods are determined in accordance with section 2, paragraphs 2 and 3.

## **CHAPTER 10 EXPERT AND SUPPORT STAFF'S WORKING TIME BANK**

### **Section 1 Scope of application**

A working time bank under this section may be introduced for employees falling within the scope of chapter 2, section 2 on working hours (personnel within the scope of the Working Hours Act).

### **Section 2 Entering into the agreement and its duration**

The use of the working time bank shall require a written agreement concluded between the employer and employee. The initiative on implementing the working time bank may be made either by the employer or by the employee.

The agreement shall state which supplements and working time compensations may be saved in the working time bank, the maximum amount of working time to be saved, and the time when the working time saved in the working time bank shall be used as time off.

Application instruction:

Parties to the collective agreement recommend that the agreement be made in the form of an agreement template jointly drafted by the parties.

The agreement may be concluded for a fixed period or until further notice.

### **Section 3 Compensation transferred to the working time bank**

Compensation for additional work and compensation for the basic and increased salary for overtime, compensation for evening, night, Saturday and Sunday work and compensation for hours of duty on call (see Section 11 Table on the conversion of working time compensation) may be deposited into the working time bank. The maximum number of working time bank hours may be no more than 300 hours/employee.

The transfer of compensation for additional work and compensation for the basic and increased salary for overtime, compensation for evening, night, Saturday and Sunday work and compensation for hours of duty on call to the working time bank shall be agreed on no later than upon agreeing on the performance of such work.

## **Section 4 Time off**

Time off shall be taken at a time agreed on separately, and the time off period salary will be determined according to the salary applicable during the time of the time off. If the time of the time off cannot be agreed on, the employee shall notify of the time-off-taking no later than four months before the beginning of the time off.

Application instruction:

If the employee's salary changes in the middle of the time off, for instance due to amendments to the collective agreement, the change will enter into force according to the collective agreement.

The working time bank time off will be primarily taken in full days.

## **Section 5 Working time accounting**

Accounts or other reliable records under the Working Hours Act shall be kept of the time saved in the working time bank. The balance of the working time bank should be easily checked by the employee.

## **Section 6 Employment-related benefits**

Taking a working time bank period of time off will not reduce the employee's annual holiday benefits or other benefits determined based on the duration of the employment relationship.

## **Section 7 Sickness during time off**

If an employee falls ill during time off, the time off is interrupted, and from the beginning of the following calendar day, the time off will become a sickness absence. Unused time off will be available to be granted at a time which will be agreed on subsequently. If the sickness absence ends before the end of the agreed time off, the time off will continue as agreed.

Application instruction:

The employer shall be immediately notified of sickness (see the sickness notification under the Annual Holidays Act) unless there is a significant obstacle to meeting the notification obligation. A disability certificate will be submitted to the employer according to the practices of the workplace.

## **Section 8 Pregnancy or parental leave beginning during the time off period**

If an employee's right to pregnancy or parental leave begins during an agreed working time bank time off, the time off becomes pregnancy or parental leave.

## **Section 9 Entering into the agreement and terminating an agreement**

An agreement may be amended by mutual agreement. Amendments to agreements shall be made in writing.

An agreement on the working time bank may be terminated by either of the parties. The termination shall be made in writing or in another verifiable way.

When the employer terminates the agreement, the employee shall be entitled to use the saved time according to the original agreement.

When the employee terminates the agreement, the notice period shall be 4 months, after which the employer shall be entitled to pay compensation for the working time saved in the working time bank according to the same schedule as intended for the payment of compensation, had the working time saved been kept as time off.

## **Section 10 Unused time off**

At the end of the employment relationship, the working time accumulated in the working time bank will be paid in monetary terms according to the same schedule as that agreed on the payment of the final settlement and potential holiday compensations.

## Section 11 Table on the conversion of working time compensation

<b>Converting working time compensation to time</b>		
<b>Working time compensation</b>	<b>Amount of the compensation (Increase%)</b>	<b>Minutes during the working time, calculated based on a full hour</b>
Basic salary part of additional work and overtime	0%	'hour for an hour' or according to the working hours completed
Increased salary part of additional work and overtime	50%	30 min
Increased salary part for overtime	100%	60 min
Compensation for evening work	15%	9 min
Compensation for night work	30%	18 min
Saturday increase	25%	15 min
Sunday increase	100%	60 min
Compensation for hours of duty on call	15%	9 min
Compensation for hours of duty on call	20%	12 min
Compensation for hours of duty on call	25%	15 min
Compensation for hours of duty on call	30%	18 min
Compensation for hours of duty on call	50%	30 min

## Agreement template on the implementation of a working time bank

1. Parties	Employer <span style="float:right">Business ID</span>																								
	Employee <span style="float:right">Social security number</span>																								
2. Purpose of the agreement	The parties have agreed on the implementation of the working time bank according to chapter 2 section 15 of the collective agreement.																								
3. Validity of the agreement	The agreement shall remain in force <input type="checkbox"/> until further notice from ____ 20__ onwards. <input type="checkbox"/> for a fixed period until ____ 20___.																								
4. Components of the working time bank	The following types of compensation may be saved in the working time bank: <table border="1" data-bbox="539 613 1474 967"> <thead> <tr> <th>Working time compensation</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Basic salary part of additional work and overtime</td> <td></td> <td></td> </tr> <tr> <td>Increased salary part of additional work and overtime</td> <td></td> <td></td> </tr> <tr> <td>Compensation for evening work</td> <td></td> <td></td> </tr> <tr> <td>Compensation for night work</td> <td></td> <td></td> </tr> <tr> <td>Saturday increase</td> <td></td> <td></td> </tr> <tr> <td>Sunday increase</td> <td></td> <td></td> </tr> <tr> <td>Compensation for hours of duty on call</td> <td></td> <td></td> </tr> </tbody> </table> <p>The transfer of components mentioned above to the working time bank shall be agreed on upon agreeing on the performance of such work.</p>	Working time compensation	Yes	No	Basic salary part of additional work and overtime			Increased salary part of additional work and overtime			Compensation for evening work			Compensation for night work			Saturday increase			Sunday increase			Compensation for hours of duty on call		
	Working time compensation	Yes	No																						
Basic salary part of additional work and overtime																									
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Compensation for evening work																									
Compensation for night work																									
Saturday increase																									
Sunday increase																									
Compensation for hours of duty on call																									
5. Maximum number of hours saved	No more than _____ hours of working time compensation may be saved in the working time bank. (instruction: this may be no more than 300 hours)																								
6. Time off taking has been agreed on as follows:	The working time saved in the working time bank will be used as time off as follows: _____ _____ _____ _____ _____ _____ _____ _____ _____ <p>(instruction: the time off shall be taken within three years after the end of the calendar year during which the working time has been saved in the bank. Unless otherwise agreed on time off taking, employees shall notify of it no later than four months before the start date of the time off.)</p> <p>The working time saved in the working time bank shall mainly be taken as time off. Exceptionally, the time off will be paid to the employee in monetary terms if the time off cannot be taken during the period mentioned above.</p>																								
7. Working time bank accounting	The employer shall keep records of the working time saved in the working time bank. This will be implemented as follows:																								
8. Termination of the agreement	An agreement which is in force until further notice may be terminated by either party according to the working time bank agreement included in the collective agreement. Fixed-term agreements will be terminated after the end of the term.																								
9. Signatures	Place and time																								
	<table border="1" style="width:100%"> <tr> <td data-bbox="494 1928 1011 1998">Employer's signature</td> <td data-bbox="1011 1928 1498 1998">Employee's signature</td> </tr> </table>	Employer's signature	Employee's signature																						
Employer's signature	Employee's signature																								

**UNIVERSITIES OF APPLIED SCIENCES: SALARIES, SUPPLEMENTS AND FEES**  
**FINNISH EDUCATION EMPLOYERS (FEE)**

From 1 May 2024 onwards

**EXPERT AND SUPPORT PERSONNEL**

Difficulty category	1	2	3	4	5	6
	1 757,74	1 901,59	2 052,73	2 228,05	2 403,42	2 611,89

**EXPERT AND SUPPORT PERSONNEL SUPPLEMENTS AND FEE**

Urgency bonus (Chapter 2 section 13)	12,51
Language supplement (Chapter 5 section 8)	
- good oral skills	21,10
- good oral and written skills	27,07
- perfect competence in both national languages	42,14
Language skills supplement (Chapter 5 section 8)	
- basic level	21,10
- intermediate level	42,14
- highest level	81,98
Shop steward compensation (Chapter 8 section 9)	
-159 individuals represented	105,87
160+ individuals represented	118,65
Labour protection delegate fee (Chapter 1 section 8)	
10-100 individuals represented	38,39
101-200 individuals represented	50,01
201+ individuals represented	68,63

**TEACHING PERSONNEL**

**Principal teacher and lecturer (Chapter 6 Section 3)**

	principal teacher	lecturer
Statistical code	114104	114205
Initial salary	4 149,99	3 725,34
After 5 years	4 479,12	4 016,65
After 10 years	4 985,06	4 412,39
After 15 years	5 595,61	4 969,18
After 20 years	5 886,66	5 187,20

**Availability supplement**

	principal teacher	lecturer
Statistical code	114101	114202
Initial salary	0,229	0,277
After 5 years	0,213	0,262
After 10 years	0,165	0,230
After 15 years	0,131	0,181
After 20 years	0,131	0,185

**Hourly teachers (Chapter 6 Section 13)**

114505	Hourly teacher's fee	27,94
114502	Hourly teacher's fee including availability supplement	35,68

**TEACHING PERSONNEL SUPPLEMENTS AND FEE**

Language supplement (Chapter 6 Section 8)	
- good oral skills	21,10
- good oral and written skills	27,07
- perfect competence in both national languages	42,14
Language skill supplement (Chapter 6 Section 9)	
- basic level	21,10
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Sivistysala ry • Eteläranta 10, 00130 Helsinki  
p. 09 1728 5700 • [www.sivista.fi](http://www.sivista.fi)