

# Collective agreement for clerical employees in the freight forwarding sector

6 April 2023 – 31 March 2025

## TABLE OF CONTENTS

PROTOCOL OF SIGNATURE ON THE RENEWAL OF THE COLLECTIVE LABOUR AGREEMENT FOR CLERICAL EMPLOYEES IN THE FREIGHT.....	1
I GENERAL PROVISIONS .....	5
1 § Extent of agreement.....	5
2 § Management of clerical employees, assignment of work and the freedom of association .....	5
3 § Agreements between unions and central organisations.....	5
II EMPLOYMENT.....	6
4 § Recruitment.....	6
5 § Termination of employment and lay-off.....	7
6 § Trainees.....	8
7 § Salaries.....	8
III WORKING HOURS .....	8
8 § Regular working hours .....	8
9 § Additional and overtime work.....	11
10 § Stand-by and on-call work .....	12
11 § Call out .....	13
12 § Compensation of travel expenses.....	13
IV ANNUAL LEAVE AND HOLIDAY BONUS.....	13
13 § Annual holiday .....	13
14 § Holiday bonus.....	14
V ABSENCES .....	15
15 § Temporary absence.....	15
16 § Pay during illness.....	16
17 § Medical examinations .....	18
18 § Family leave.....	20
VI SPECIAL PROVISIONS .....	21
19 § Investigation and trial of customs clearance crimes.....	21
20 § Collection of membership fees.....	21
21 § Group life insurance.....	21
22 § Assembling at the workplaces .....	21
23 § Shop steward.....	22
24 § Benefits in force .....	22

25 §	Settlement of disputes .....	22
26 §	Strikes.....	23
27 §	Validity period of the agreement .....	23
	SALARY AGREEMENT .....	24
	SALARY-TABLE SALARIES.....	30
	COMPETENCE GROUPS .....	32
	Agreement on local bargaining .....	34
	Annex protocol on local bargaining .....	36
	Shop steward agreement.....	38
	Protocol for the shop steward agreement .....	46
	Training agreement.....	50
	Annex on the reduction of working hours.....	53
	Employment contract template .....	55

**All the laws referenced in this document are Finnish laws. This document has been translated into English from the Finnish original. Should any conflicts arise in the interpretation of the different language versions, the Finnish version will prevail.**

**PROTOCOL OF SIGNATURE ON THE RENEWAL OF THE COLLECTIVE LABOUR AGREEMENT FOR CLERICAL EMPLOYEES IN THE FREIGHT**

The undersigned unions have agreed on the renewal of the Collective Labour Agreement for Clerical Employees in the Freight as follows:

**1. Agreement term**

The agreement period is 6 April 2023 – 31 March 2025. After that, the collective labour agreement will be valid for one year at a time, unless either party has terminated it in writing no less than one month before the end of the period of validity.

**2. Salary adjustments**

**2.1 Wage revisions in 2023**

**Lump sum**

A lump sum of EUR 420 will be paid to clerical employees with their May salary.

The lump sum will only be paid to those clerical employees whose uninterrupted employment has commenced no later than on 1 February 2023 and is still valid on the date of payment of the lump sum.

The lump sum shall also be paid if the clerical employee is laid off, on sick leave or family leave. In these situations, the payday of the lump sum may also be agreed on differently with the clerical employee.

For a part-time clerical employee, the amount of the lump sum is calculated pro rata based on full working hours.

The lump sum shall not be paid if the clerical employee has resigned before the date of payment of the lump sum, excluding resignation on the grounds of retirement.

Lump sums are not taken into account when paying other pay components, such as annual holiday pay, overtime pay or average hourly earnings.

### **General increase**

The monthly salaries, including the fringe benefits, will be increased by a general increase of 3.5 per cent as of 1 August 2023 or from the beginning of the following pay period.

### **Salary-table salaries**

The salary-table salaries shall be increased by 3.5 per cent as of 1 August 2023.

From 1 August 2023, the salary-table salaries for the "Other parts of Finland" will be completely removed from the collective labour agreement.

### **Compensation paid to shop stewards**

The salary-table salaries payable to shop stewards shall be increased by 3.5 per cent as of 1 August 2023.

## **2.2 Wage revisions in 2024**

### **General increase**

The monthly salaries, including the fringe benefits, will be increased by a general increase of 2.5 per cent as of 1 June 2024 or from the beginning of the following pay period.

### **Salary-table salaries**

The salary-table salaries shall be increased by 2.5 per cent as of 1 June 2024.

### **Compensation paid to shop stewards**

The salary-table salaries payable to shop stewards shall be increased by 2.5 per cent as of 1 June 2024.

## **3. Changes to the collective labour agreement**

### **3.1 Section 18 (Family leave) of the collective labour agreement is amended to read as follows:**

1. Clerical employees' right to special pregnancy, pregnancy and parental leave as well as child care leave is determined on the basis of the Employment Contracts Act and the Health Insurance Act.
2. A clerical employee who has been employed for at least 6 months and is entitled to pregnancy allowance under chapter 9, section 1 of the Health Insurance Act (28/2022) shall be paid a full salary by the employer for a

maximum period of 40 working days from the beginning of the pregnancy leave.

3. a A clerical employee who has been employed for at least 6 months, who is a parent giving birth and is entitled to parental allowance under chapter 9, section 5, subsections 1–3 of the Health Insurance Act (28/2022) shall be paid a full salary for the first 32 workdays of the parental leave.
3. b A clerical employee who has been employed for at least 9 months, who is a parent not giving birth, or a parent adopting a child under the age of seven and is entitled to parental allowance under chapter 9, section 5, subsections 1–3 of the Health Insurance Act (28/2022) shall be paid a full salary for the first 5 workdays of the parental leave.
4. This applies provided that the clerical employee does not receive an equivalent or better benefit through a different arrangement.
5. When a clerical employee is on child-care leave, such absence shall not be considered equal to working time in the determination of benefits linked to the duration of employment, unless otherwise provided in law or separately agreed.

Minuted note 1:

A child can have one or two legal parents. An employee who has been granted parental allowance days in accordance with chapter 9, section 7 of the Health Insurance Act is not entitled to paid parental leave.

Minuted note 2:

If the provisions of the Health Insurance Act concerning family leave in force on 31 July 2022 are complied with for clerical employees or the right to pregnancy or parental leave began before the entry into force of this collective labour agreement, the provisions of the collective agreement in force on 31 March 2023 shall be complied with.

### **3.2 Section 3 "Competence groups of clerical employees" of the salary agreement shall be amended as follows:**

The competence groups of clerical employees are annexed to this agreement. Competence groups shall be established for each task.

### **3.3 Section 10 "Language bonus" of the salary agreement shall be removed from the agreement in its entirety**

The provision in section 10 on the language bonus shall be removed in its entirety from the salary agreement.

For clerical employees who are paid a language bonus when the collective labour agreement enters into force, the language bonus shall be removed as a separate supplement and the amount paid shall be added to the monthly salary of the clerical employee concerned at the same rate. For these clerical employees, the language bonus will be removed as a separate supplement after the change in the salary-table salaries on 1 August 2023.

### **3.4 Salary-table salaries of the salary agreement**

For the lowermost years of experience table, the entry of 4 years shall be removed.

## **4. Working groups**

### **4.1 Stand-by and on-call work**

A working group will be set up with the task of completely renewing the provisions of section 10 of the collective labour agreement on standby and on-call work by the end of 2023. The provisions on standby in chapter 2, section 4 of the Working Hours Act will also be taken into account in the renewal of the regulation.

### **4.2 Job description form**

A working group will be set up with the task of preparing a joint job description form by the end of 2023.

Helsinki, 6 April 2023

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# **The collective agreement for clerical employees employed by forwarding companies and transport companies undertaking international transport**

## **COLLECTIVE AGREEMENT**

### **I GENERAL PROVISIONS**

#### **1 § Extent of agreement**

1. The agreement specifies the terms of employment of clerical employees employed by forwarding companies and transport companies undertaking international transport.

##### **Protocol entry 1:**

Vehicle clearing agents are also considered to be clerical employees.

##### **Protocol entry 2:**

The collective agreement shall also apply to interns.

2. The agreement does not apply to such members of the company's management that represent the employer in the determination of working conditions of clerical employees to which this collective agreement applies.

#### **2 § Management of clerical employees, assignment of work and the freedom of association**

1. The employer has the right to direct and assign work.
2. A clerical employee engaged for work of a certain type shall also be obliged to perform other work where so required.
3. The freedom of association shall not be violated by either party.
4. If a clerical employee considers that their employment has been terminated against the provisions of this section due to them being a member of an clerical employees' organisation, they must request the relevant organisation to investigate the matter prior to taking any further action.

#### **3 § Agreements between unions and central organisations**

1. The following agreements between the central organisations (LTK-STTK) shall apply as part of the collective agreement:

General agreement (16 March 1989)



Agreement on dining at the workplace (12 February 1976)

Cooperation agreements (1 March 1990)

Statistical cooperation agreement (21 May 1981)

2. If any changes are made to the agreements mentioned above during the validity of this collective agreement, such changes shall apply from the date that the signatory unions have agreed on the inclusion of the changes in this collective agreement.
3. The following agreements between the central organisations (ETL-ERTO) shall apply as part of the collective agreement:

Agreement on local bargaining and an annex protocol

Training agreement

Shop steward agreement

## **II EMPLOYMENT**

### **4 § Recruitment**

1. The duration of the probation period at the start of employment shall be determined in accordance with the Employment Contracts Act. The validity of the probation period term requires that it has been agreed in the employment contract.
2. The signatory organisations recommend that the employment contract is concluded in writing. The employment agreement shall be prepared in the agreed language, such as the relevant clerical employee's main working language. If any conditions better than those of the collective agreement are agreed upon, the unions recommend that the such conditions are recorded in writing. The employment agreement must be made in writing at the request of either party, and it must include at least the matters indicated in the collective agreement template agreed by the unions. The employment agreement template jointly approved by the organisations is attached to this agreement as an annex.

#### **Protocol entry:**

The main conditions concerning work must be specified in accordance with Chapter 2, Section 4 of the Employment Contracts Act, unless the employment conditions are set out in the written employment contract.

3. The employer's representative shall inform any new clerical employee of the organisational and negotiation relations in the sector and inform them of the workplace's shop steward.

## 5 § Termination of employment and lay-off

1. When terminating employment, the following periods of notice shall apply to the employer, unless other periods of notice have been agreed upon:

Notice period	Uninterrupted duration of employment
14 days	up to one year
one month	more than one year and no more than 4 years
2 months	more than 4 years and no more than 8 years
4 months	more than 8 years and no more than 12 years
6 months	more than 12 years

If an clerical employee terminates the employment contract, the following periods of notice shall apply, unless otherwise agreed:

Notice period	Uninterrupted duration of employment
14 days	up to 5 years
one month	more than 5 years

If an clerical employee terminates the employment contract, the maximum period of notice is four months. The period of notice shall begin on the day following the day of serving notice of termination.

2. Employment may be cancelled by either party in accordance with the provisions of law. In such a case, employment is terminated with immediate effect. The termination of employment during a probation period is regulated by Section 4 of this agreement.
3. The termination of an clerical employee's employment during maternity, paternity or family leave or child care leave is regulated by the Employment Contracts Act.
4. An clerical employee who is employed until further notice or on a fixed-term basis may be laid off with a lay-off notice period of 14 days.
5. Prior to terminating employment under financial or production criteria, the employer must determine in accordance with the Employment Contracts Act and the Act on Co-operation within Undertakings whether the company has any vacancies at its other offices.

## **6 § Trainees**

1. When an clerical employee comes to the freight forwarding industry, the training period is no more than 6 months. The training period shall be agreed upon when the employment agreement is made.

The training period shall only apply once.

2. If the trainee has prior experience from similar duties outside the freight forwarding industry, this shall be taken into account in the determination of the training period.
3. The consideration of qualifications as a factor shortening the training period has been agreed upon separately.

## **7 § Salaries**

1. A separate agreement is in force for salaries.
2. Unless agreed otherwise with the employer, salaries shall be paid to the financial institution indicated by the clerical employee, where it shall be available for withdrawal no later than by the due date.

If the salary is due on a day on which financial institutions are closed, the closest previous day shall be considered as the due date and the salary shall be available for withdrawal by the clerical employee on such a day.

If the employment contract is cancelled or terminated by either party, the final salary may be paid after the necessary calculation period, but in any case no later than one week after the end of employment. If it has not been possible to calculate the overtime compensation at the end of employment in cases of terminated employment, such compensation may be paid out on the company's next salary payment date.

## **III WORKING HOURS**

### **8 § Regular working hours**

1. Regular working hours shall not exceed 7.5–8 hours per day and 37.5–40 hours per week.
2. If the regular working hours are 8 hours per day and 40 hours per week, a reduction of working hours shall be implemented in accordance with the annex.
3. Regular working hours may be temporarily extended, upon prior agreement, by up to one hour, provided that the working hours of a period of no

more than 3 weeks balance out to the regular weekly working hours set out in Section 1. The extension of working hours shall be agreed no later than on the previous working day.

4. If possible, the daily working hours shall be arranged as consecutive hours, excluding the break period. The duration of the break period can be agreed locally as half an hour (1/2) to one (1) hour. If the clerical employee is free to leave the workplace during the break period, the break period shall not be considered as working time.
5. By way of derogation from Sections 1, 2 and 3, regular working hours shall not exceed 10 hours per day and 48 hours per week, provided that they do not exceed an average of 40 hours per week during the balancing period, which is no more than 16 weeks.

Based on local agreement, regular working hours shall not exceed 12 hours per day and 50 hours per week, provided that they do not exceed an average of 40 hours per week during the adjustment period, which is no more than 16 weeks.

6. The work week shall primarily be arranged to be 5 days long. Deviations from the above may be applied when this is necessary due to local conditions or the company's operations. The working week begins on Monday.
7. If the regular weekly working time is defined as an average, the maximum length of the period during which the weekly working time shall be balanced to the average weekly working time referred to in this agreement shall be specified. The unions recommend that the adjustment period is no more than 26 weeks.
8. There must be a serious and justifiable reason for implementing a working time system, or it must be necessary due to the local conditions, and it must be negotiated at the planning stage in accordance with the Act on Co-operation within Undertakings. The clerical employees must be notified of the decision as early as possible and no later than three weeks before it enters into force. In individual cases, the employer and the clerical employee may make different agreements, as well.

#### **Application instruction (8.4–8.7 §)**

In the negotiations, particular attention must be paid to the possibility of clerical employees to transfer to the new working hours system. For example, business trips and family situations are issues that must be taken into account as far as possible.

9. The Saturday of a week containing a public holiday is considered to be a day off if the clerical employee's work is generally arranged on a fixed basis with Saturdays as days off.

Unless there are other arrangements due to the operations of the company, the working hours of weeks containing a public holiday during the contractual period are as follows:

#### 2023

Week 14	Week before Easter	4 days
Week 15	Second Easter week	4 days
Week 18	May Day week	4 days
Week 20	Ascension Day week	4 days
Week 25	Midsummer week	4 days
Week 49	Independence Day week	4 days
Week 51	Christmas week	5 days
Week 52	Week after Christmas	3 days

#### 2024

Week 1	New Year's Day week	4 days
Week 13	Week before Easter	4 days
Week 14	Second Easter week	4 days
Week 18	May Day week	4 days
Week 19	Ascension Day week	4 days
Week 25	Midsummer week	4 days
Week 49	Independence Day week	4 days
Week 52	Christmas week	2 days

#### 2025

Week 1	New Year's Day week	4 days
Week 2	Epiphany week	4 days

10. An evening bonus is paid for work that is carried out as regular working time after 5 pm, and the amount of the bonus is 15% of the clerical employee's personal hourly wage. An evening bonus is not paid in the case of additional work or overtime and if the regular working hours have ended before 5 pm.

A night work bonus is paid between 10 pm–6 am on the basis of the same criteria. The amount of the night work bonus is 30% of the clerical employee's personal hourly wage.

When using shift work, the evening shift bonus is 15% and the night shift bonus is 30% of the clerical employee's personal hourly wage, and they are paid for the entire shift.

11. A salary increased by 30% is paid for work performed on a Saturday as regular working hours.

## **9 § Additional and overtime work**

1. Additional work is work that is carried out between regular working hours and the longest working period permitted by law. Simple hourly rates are paid when carrying out additional work, or a time compensation is paid, if agreed.

For clerical employees whose regular working hours are 7.5 hours per day and 37.5 hours per week, a salary increase of 50% is paid, however, for the additional working hours that exceed the daily or weekly working hours referred to in the shift list.

2. Overtime is work performed in addition to the working hours set out in subsection 1 of this Section. For daily overtime, a salary increased by 50% is paid for the first two hours, and the salary for any subsequent hours is increased by 100%. An hourly wage increased by 50% is paid for weekly overtime.
3. For overtime performed on a Sunday or a public holiday, a salary increased by 150% is paid for the first two hours, and the salary for any subsequent hours is increased by 200%.
4. The salary paid for overtime can, with the consent of the employer and the clerical employee, be changed to corresponding leisure time during regular working hours.
5. Overtime work shall be compensated to a clerical employee no later than 2 months after the completion of the overtime.
6. When calculating the increased pay for overtime, the basic wages are calculated so that the monthly salary is divided by 159 when number of the regular weekly working hours is 37.5, and by 160 when the number of regular weekly working hours is more than 37.5. For other numbers of regular working hours, the average number of regular working hours worked per month is used as the divisor for regular work.

7. When calculating the daily wage from the monthly salary, the number of actual working days per each month shall be used as a divisor, unless otherwise agreed in the company.
8. Pursuant to section 18 of the Working Time Act, the monitoring period for the maximum working time is no more than a calendar year. The maximum working time includes all the hours worked regardless of whether they are regular working hours, additional work or overtime.

## **10 § Stand-by and on-call work**

1. If a clerical employee is obliged, as agreed, to stay at their residence so that they can be called to work as agreed, if necessary, they shall be paid half of their regular basic wage for the time they are committed to work without having to carry out any work. Time spent on-call is not considered as working time. The compensation for being on-call is paid for at least four hours.
2. If the clerical employee is called in to work during this time, compensation for being on-call and a salary are paid for at least four hours.
3. Upon prior agreement, the compensation for being on-call can be exchanged for time off during regular working hours. In such a case, one hour of being on-call is equivalent to half an hour of time off during regular working hours. Such time off must be given and taken within three months of said on-call period. If it has not been possible to grant the time off due to a reason independent of the employer and the clerical employee, on-call compensation is paid instead.
4. If a clerical employee is obliged, based on agreement, to be on-call for the purpose of providing instructions or for leaving for work without being obliged to stay at their apartment, compensation shall be paid for this. When agreeing on the amount, the duration of the on-call period, obligations caused by the on-call period and other relevant factors shall be considered.
5. If the clerical employee's duties include giving specific operational instructions or orders during their free time, as a permanent and typical part of their job obligation, when needed by the company's operations, this shall be considered in the salary of the clerical employee, for example, when preparing or reviewing the employment contract.

## **11 § Call out**

1. When a clerical employee is called in for emergency work outside their working hours, a salary of at least one hour shall be paid to them, as well as overtime compensation, if the work is also overtime.
2. If the call is made between 9 pm and 7 am, the basic wage for 2 hours is paid as special emergency pay. A salary increased by 100% is paid for the time spent working.
3. The salary for one hour shall, however, be paid for emergency work that lasts for less than one hour. Emergency work cannot be compensated by a corresponding reduction of the clerical employee's regular working hours.

## **12 § Compensation of travel expenses**

1. If a clerical employee has to travel for work, the travel costs shall be reimbursed in accordance with the company's travel guidelines, or if none exist, in accordance with the travel guidelines of the collective bargaining agreement on civil servants' salaries.
2. The euro amounts of daily allowances shall enter into force at the same time and at the same amount as referred to in the collective bargaining agreement on civil servants' salaries.

### **Protocol entry:**

If a clerical employee is required to use their own vehicle to carry out work duties, the expenses that have arisen shall, however, be paid in accordance with the travel guidelines of the collective bargaining agreement on civil servants' salaries.

3. If the work performed by a clerical employee starts at such a time or lasts so long that they cannot reach the workplace or their home by means of public transport and they do not live in the immediate vicinity of the workplace, expenses that have been incurred for travelling shall be paid in accordance with the collective bargaining agreement on civil servants' salaries.

## **IV ANNUAL LEAVE AND HOLIDAY BONUS**

### **13 § Annual holiday**

1. A clerical employee receives annual leave in accordance with the valid Annual Holidays Act.



2. A clerical employee who has been in employment continuously for at least one year by the end of the leave-earning year preceding the holiday period shall be entitled to 2.5 weekdays of holiday for each full holiday credit month.

## **14 § Holiday bonus**

1. The clerical employee shall be paid a holiday bonus equal to 50% of their annual holiday salary, in accordance with the collective agreement.
2. The holiday bonus shall be paid on the salary payment date following the end of the annual holiday, unless otherwise agreed locally.
3. If the annual leave is divided, a share of the holiday bonus corresponding to the part of holiday in question shall be paid at the end of the holiday, in accordance with the provisions above, unless otherwise agreed locally.
4. An clerical employee who is to receive a retirement pension, veteran's pension or disability pension, as well as an clerical employee going on early retirement or individual early retirement, shall be paid a holiday bonus according to the above percentage of the clerical employee's holiday pay and holiday compensation.
5. The holiday bonus is not paid if the clerical employee does not comply with the period of notice when giving notice.
6. If the employer has terminated the employment during the clerical employee's annual leave for a reason independent of the clerical employee in such a way that a clerical employee cannot return to work due to the termination of employment, the clerical employee shall not lose their right to the holiday bonus.
7. The clerical employee and employer may agree on exchanging the holiday bonus for days off. Section 27 (Carrying over annual holiday) of the Annual Holidays Act shall apply to a holiday bonus exchanged for days off, except that the time of the days off must be agreed upon. No holiday bonus is paid for days off granted in exchange for the holiday bonus.

The unions recommend that the exchange of the holiday bonus for days off is agreed to be carried out as follows: A holiday bonus that is equivalent to 24 days holiday shall be agreed to be held as two weeks (12 days) of leave.

## **V ABSENCES**

### **15 § Temporary absence**

#### **Illness**

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

The clerical employee's spouse and partner, children, adoptive children, parents, grandparents, siblings and the parents of the clerical employee's partner shall be considered as close relatives.

2. When a child under the age of 10 falls ill suddenly, the child's guardian is paid salary in accordance with the provisions on sickness pay for a short period of absence that is necessary to arrange the child's care or to take care of the child.

#### **Application instruction:**

The length of a sudden, brief absence is determined based on what is necessary for arranging treatment for the child or caring for the child. The absence may not, however, exceed four working days.

The payment of the salary, except in the case of a single parent, requires that both parents are in gainful employment and that one of guardians, due to their gainful employment and working hours, does not have the possibility to arrange care or take care of the child themselves.

A statement must be provided on the absence in accordance with the provisions concerning the payment of sick pay referred to in the collective agreement. Likewise, a statement must also be provided for the other parent's inability to care for the child.

The clerical employee shall lose no annual holiday entitlement or earnings in respect of an absence as described above.

The guardian of a disabled child under the age of 18 has the right to be absent from work in accordance with the Government Decision (130/85).

## **Societal activities**

3. A clerical employee is paid the difference of their salary and the compensation for loss of earnings if they participate in the meetings of a municipal council or municipal executive, or the meetings of an election board or an advance voting commission appointed for national or municipal elections. The difference shall be paid when the clerical employee has provided an account of the compensation for loss of earnings paid by the local authority. The annual holiday entitlements of a clerical employee shall not be reduced due to meetings held during working hours.
4. A clerical employee shall be given paid leave for meetings related to the administration of STTK, ERTO, ERTO unemployment fund and Logistiikan Toimihenkilöt.

## **Weddings and anniversaries**

5. A clerical employee shall be given a paid day off on their wedding day or partnership registration date, if such a ceremony is held on a working day of the clerical employee
6. A clerical employee receives a paid day of leave on their 50<sup>th</sup> and 60<sup>th</sup> birthday if the birthday happens to fall on a working day.

## **Conscription and military refresher course**

7. The conscription of an clerical employee liable for military service does not reduce their income.
8. If an clerical employee takes part in reservist military manoeuvres, the difference between the wages and the reservist salary is paid for the days of participation.

## **Other provisions**

9. A clerical employee shall inform the employer well in advance of an absence in accordance with this section.

## **16 § Pay during illness**

### **Prerequisites**

The employer shall pay a clerical employee during illness if the clerical employee is unable to work due to an illness or accident and if the clerical employee has not caused such inability to work intentionally or by means of gross negligence.

## Reporting obligation and medical certificate

A clerical employee shall immediately inform the employer of their absence.

If required, the clerical employee must present a medical certificate stating their incapacity for work, or another report approved by the employer. If the employer appoints the physician, the employer shall be responsible for the costs incurred for a medical certificate.

The clerical employee has the right, mainly in certain cases related to epidemics, to present a certificate on their illness by presenting a certificate issued by an occupational nurse or nurse, subject to the requirements set out in the social package concluded and signed between the central organisations on 12 February 1976.

The incapacity to work is primarily stated with a medical certificate from the company's occupational health care or with a certificate issued by the occupational nurse. A certificate concerning the incapacity to work issued by another physician or nurse shall be accepted for the payment of pay during illness if the clerical employee gives the employer an acceptable reason for using a different physician or nurse.

### Protocol entry:

An acceptable reason for using a different physician or nurse may be, for example, due to the nature of the illness, the duration of travel time (up to 45 minutes to the occupational health care office), the care relationship or another similar, acceptable reason.

The employer shall effectively inform clerical employees about the practices applicable and any changes in them.

## Payment of salary

- a) The employer shall pay the clerical employee a salary for the period of incapacity to work for the following periods based on the duration of employment:

For a period of 28 days if the employment has lasted for 1 month

For a period of 35 days if the employment has lasted for minimum 3 years

For a period of 42 days if the employment has lasted for minimum 5 years

For a period of 56 days if the employment has lasted over 10 years.

- b) If the same illness recurs within seven days, the sick leave periods are added together.

- c) A complete daily wage is paid for the working days included in the waiting period referred to in the Sickness Insurance Act, and for any days thereafter, only the difference of the daily wage and the daily allowance to be paid on the basis of the Sickness Insurance Act shall be paid. The payment of the latter requires that the employer has received an account of the daily allowance amount that shall be or has been paid to the clerical employee.

**Protocol entry:**

According to the agreement concluded between central organisations on 6 March 1975, an clerical employee who has been ordered to stay away from work in accordance with Section 43 of the Health Care Act (in so-called quarantine cases) shall be paid a salary or the difference between the salary and sick leave allowance in accordance with the provisions concerning pay during illness.

- d) If the daily allowance referred to in the Sickness Insurance Act is not paid to the clerical employee due to a reason caused by the clerical employee or if it is paid at an amount lower than they would be entitled to in accordance with Section 16 and 17 of the Sickness Insurance Act, the employer's obligation to pay shall be reduced by the unpaid amount.
- e) Any daily allowance or equivalent compensation paid from the sickness fund that the employer receives subsidies for or in accordance with legislation, and that is paid for the same incapacity to work and the same period, shall be reduced from the pay during illness. If the pay during illness has been paid before any of the foregoing compensations have been paid, then the employer shall be entitled to draw the compensation or to reclaim the said sum from the clerical employee to the extent that this does not exceed the sum paid by the employer.
- f) Compensations granted on the basis of leisure time accident insurance, as referred to in the collective agreement, shall not be reduced from the pay during illness.

**17 § Medical examinations**

The employer shall not reduce the salary for an clerical employee's regular working hours in the following cases, if the examinations and studies have been arranged in a manner that prevents any unnecessary loss of working time.

**a. *Non-statutory medical examinations***

To confirm an illness, the clerical employee attends

- essential medical examinations

- any laboratory or x-ray examinations ordered by a physician related to an examination and
- if the clerical employee has not been able to make an appointment outside of working hours.

**b. *Acute dental condition***

A treatment procedure due to a sudden dental condition if

- the dental condition causes the clerical employee to be unable to work before it is treated
- the dental condition needs to be treated on the same day or during the same shift and
- a certificate issued by the dentist proves the incapacity to work and the urgency of treatment.

**c. *Pregnancy***

For the examination necessary for the doctor's certificate required for the payment of a maternity allowance in accordance with the Sickness Insurance Act, as well as for medical examinations (incl. dental examinations) that are essential for the health of the mother or the baby before childbirth.

**d. *Statutory medical examinations and tests***

If the clerical employee attends:

- medical examinations performed during the clerical employee's employment in the context of statutory occupational health care, as referred to in the government decision and approved in the occupational health care plan, including the related travel
- examinations related to the legislation on the protection of young clerical employees
- examinations required by the Health Care Act, which are required by the employer or are due to the clerical employee transferring to a position within the same company for which said medical examination is required.

Clerical employees sent for examinations mentioned in this section or ordered to attend a follow-up check in the examination shall also receive compensation for their immediate travel expenses from the employer. If the examinations of follow-up check are carried out in another area, the employer will also pay a daily allowance.

Provisions stating that the clerical employee's salary shall not be reduced shall not apply in cases where the clerical employee receives pay during illness for the relevant period.

## **18 § Family leave**

1. Clerical employees' right to special pregnancy, pregnancy and parental leave as well as child care leave is determined on the basis of the Employment Contracts Act and the Health Insurance Act.
2. A clerical employee who has been employed for at least 6 months and is entitled to pregnancy allowance under chapter 9, section 1 of the Health Insurance Act (28/2022) shall be paid full salary by the employer for a maximum period of 40 working days from the beginning of the pregnancy leave.
3. a A clerical employee who has been employed for at least 6 months, who is a parent giving birth and is entitled to parental allowance under chapter 9, section 5, subsections 1–3 of the Health Insurance Act (28/2022) shall be paid a full salary for the first 32 workdays of the parental leave.
3. b A clerical employee who has been employed for at least 9 months, who is a parent not giving birth, or a parent adopting a child under the age of seven and is entitled to parental allowance under chapter 9, section 5, subsections 1–3 of the Health Insurance Act (28/2022) shall be paid a full salary for the first 5 workdays of the parental leave.
4. This applies provided that the clerical employee does not receive an equivalent or better benefit through a different arrangement.
5. When a clerical employee is on child-care leave, such absence shall not be considered equal to working time in the determination of benefits linked to the duration of employment, unless otherwise provided in law or separately agreed.

### **Protocol entry 1:**

A child can have one or two legal parents. An employee who has been granted parental allowance days in accordance with chapter 9, section 7 of the Health Insurance Act is not entitled to paid parental leave.

### **Protocol entry 2:**

If the provisions of the Health Insurance Act concerning family leave in force on 31 July 2022 are complied with for clerical employees or the right to pregnancy or parental leave began before the entry into force of this collective labour agreement, the

provisions of the collective agreement in force on 31 March 2023 shall be complied with.

## **VI SPECIAL PROVISIONS**

### **19 § Investigation and trial of customs clearance crimes**

The employer shall arrange any legal aid and support necessary for a clerical employee who is required to take part in investigations carried out by an authority (incl. interviews) or a trial in a case concerning a suspected customs clearance crime.

If the clerical employee is sentenced for a customs clearance crime, they shall be liable for the expenses incurred by the employer for legal aid up to a maximum of EUR 5,000.

### **20 § Collection of membership fees**

1. If a clerical employee has given their authorisation, the membership fees of the Union of Private Sector Professionals ERTO shall be withheld from the clerical employee's salary, and the clerical employee shall be provided with a certificate of the sum withheld for taxation purposes after the end of the year.
2. The employer will pay the accrued membership fees to the bank account specified by the Union of Private Sector Professionals ERTO according to the instructions given.

### **21 § Group life insurance**

The employer shall, at its own expense, take out group life insurance for clerical employees as agreed between the central organisations.

### **22 § Assembling at the workplaces**

A registered chapter of the Union of Private Sector Professionals ERTO, which is party to the collective agreement, and its department or equivalent at a workplace that is party of the collective agreement shall have the opportunity to arrange meetings outside working hours and at a location appointed by the employer concerning the employment issues at the workplace in accordance with the following requirements:

1. The meeting shall be agreed with the employer, if possible, three days in advance.



2. The organiser of the meeting is responsible for the meeting. The union's shop stewards must be present at the meeting.
3. The meeting organiser has the right to invite a union or its chapter which is party to the collective agreement, as well as representatives of any relevant central organisations, to the meeting.
4. An ombudsman of the Union of Private Sector Professionals ERTO may visit the workplace, provided that they have agreed this with the employer.
5. Notices and announcements of the Union of Private Sector Professionals ERTO and the chapter referred to in the first paragraph of this section may be posted on the notice board set up for this purpose at the workplace.

### **23 § Shop steward**

The protocol concerning shop stewards annexed to this agreement and the shop steward agreement concluded between the unions shall apply to the shop steward.

### **24 § Benefits in force**

If an clerical employee has been entitled to benefits better than those set out in this agreement, or if the specification of such benefits has been omitted completely in this agreement, such benefits shall remain in force, unless otherwise agreed in the order specified in Section 24 of the collective agreement or unless local agreements result in an outcome that is at least as beneficial for the clerical employee, while taking in to account any additional benefits granted.

#### **Protocol entry:**

In companies where, according to prevailing practices, an clerical employee has been given the possibility to transfer a part of their statutory annual holiday to the period between 1 October–30 April on the basis of an agreement made with the clerical employee and the leave granted has been extended by 50%, but not by more than one week, this practice shall be considered as an established benefit, which shall not be removed without observing the procedure defined in this Section.

### **25 § Settlement of disputes**

1. Any disputes concerning the interpretation or violation of this agreement shall primarily be negotiated between the employer or the employer's representative and the clerical employee or the relevant shop steward, and if the matter cannot be settled this way, between the relevant organisations.

If a resolution is not reached in this manner, either party may refer the issue to the Labour Court of Finland for settlement.

2. In cases where local negotiations do not lead to an outcome and the other party wishes to bring the issue for settlement by the unions, a memorandum shall be prepared on the matter and signed by both parties, giving a brief description of the dispute and the facts pertaining to the case, as well as the positions of both parties.
3. If either party proposes negotiations, they must be initiated as soon as possible after the proposal has been made and carried out without undue delay.

## **26 §        Strikes**

All industrial action directed at this agreement in its entirety or an individual provision of it is forbidden.

## **27 §        Validity period of the agreement**

1. The agreement is valid from 6 April 2023 until 31 March 2025. Until the new collective agreement's entry into force, the stipulations of the previous collective agreement shall be followed. The new agreement period ends on 31 March 2025. After that, the collective agreement will be valid for one year at a time, unless either party has terminated it in writing no less than one month before the end of the period of validity.
2. The provisions of the agreement shall remain in force until a new agreement has entered into force or until either party has determined that the negotiations between the contracting parties have ended.

Helsinki, 6 April 2023

SERVICE SECTOR EMPLOYERS PALTA

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO

The collective agreement for clerical employees employed by forwarding companies and transport companies undertaking international transport

## **SALARY AGREEMENT**

### **1 § Extent of agreement**

1. The collective agreement determines the salary conditions for clerical employees employed by forwarding companies and transport companies undertaking international transport.

#### **Protocol entry 1:**

Vehicle clearing agents are also considered to be clerical employees.

#### **Protocol entry 2:**

The collective agreement shall also apply to interns.

2. The agreement does not apply to such members of the company's management that represent the employer in the determination of working conditions of clerical employees to which this collective agreement applies.

### **2 § Minimum wages**

The minimum salaries of clerical employees referred to in Section 1 are indicated in the Annex to the agreement.

### **3 § Competence groups of clerical employees**

The competence groups of clerical employees are annexed to this agreement. Competence groups shall be established for each task.

### **4 § Application instructions concerning the competence groups of clerical employees**

#### **1. General**

When determining a competence group, the duties must be determined first, regardless of the job title. After this, the general descriptions of the different competence levels are used to determine the competence level that the duties correspond to most. The general descriptions of the competence levels are based on three main criteria:

- a) The knowledge and skills requirements of the task.

- b) The level of independence required by the work and the amount of consideration required by the work.
- c) The amount of employer supervision.

If the job involves two or more duties of the same level or of different levels that may also, in practice, constitute a position on their own, the combination of the several partial duties shall be compared to the general descriptions of the competence groups. The significance of the different partial duties shall be assessed as a whole, and the competence group of the position considered as a combination may be higher than that of the main partial task.

If the position is mentioned in a competence group different from the one that has been determined on the basis of the general description of the competence levels or if the position is not mentioned at all, the competence group is determined primarily based on the general descriptions of the competence levels. The competence group, including examples of work duties, determines the minimum salary level to be paid for a clerical employee.

**Protocol entry:**

In borderline cases, it is recommended that job descriptions are prepared in cooperation between the employer and the clerical employee. The unions shall draw up a joint job description form.

**5 § Duties beyond salary groups**

If a clerical employee carrying out the duties of competence group C and their duties meet the requirements specified hereinafter in this section in terms of knowledge and skills, independence, and decision-making and supervision, the clerical employee shall be paid at least the salary referred to in the salary table's section D for the cost-of-living category in question.

*1. Required knowledge and skills:*

Requires very good command of one's own partial duties, including the observation of requirements caused by changes in conditions, as well as special knowledge and skills beyond one's personal partial duties.

Knowledge of the various operations of the business is based on experience. Coordination skills are also required outside the business. In most cases, the job requires the unprompted management, maintenance and development of customer relationships, as well as responsibility for maintaining and promoting the company's service level in the clerical employee's own sector.

The competence requires several years of experience in the industry in group C level duties and usually a further education qualification supporting the position.

2. *Level of independence and decision-making:*

The activities take place on the basis of plans made in advance, the objectives set (not necessarily ones specified in euros), the company's operating policy and precedents. The activities require independent planning, judgment, interpretation and applied thinking, as well as the ability to present solution models for any problems that may arise. The position is often a managerial function at an operational level.

3. *Level of supervision:*

Supervision is based on the monitoring of the achievement of the objectives set.

Duties of this competence level are found in, for example, the work of forwarders and traffic coordinators. Duties of this level may also be found in other sectors of competence group C.

**6 § Clerical employees carrying out customs clearance duties**

The personal monthly salaries of clerical employees who carry out customs clearance duties exceed the table salary of each such clerical employee's competence classification by 3.0 per cent.

**7 § Trainee wages**

A trainee's pay is at least 90% of a clerical employee's first-year salary for the competence group whose duties the trainee mainly carries out during their training period.

**8 § Transfer to a more demanding position**

1. If a clerical employee is transferred to a more demanding position, they shall be subject to an orientation period for the new duties. Depending on the competence level of the position, the duration of the orientation period varies from two to six months. If they continue in the new position after the orientation period, they shall then be paid the salary required by the new position. The clerical employee shall be informed of the length of the orientation period in advance. Half of the difference between the clerical employee's salary for their previous position and that of the new position shall be paid to the clerical employee during the orientation period.

2. If a clerical employee is transferred temporarily to duties of a higher competence group and the transfer lasts for more than two weeks, they shall be paid a salary in accordance with the competence group to which they have been transferred for the period exceeding two weeks, starting from the beginning of the next salary payment period. Such an arrangement shall have no effect on the relevant clerical employee's own annual holiday salary.
3. If a clerical employee is transferred temporarily to a position for which a salary lower than the clerical employee's own salary is paid, a salary in accordance with the clerical employee's permanent duties shall, however, be paid.

## **9 § Work-specific bonus**

1. According to whether a clerical employee's skills, performance or experience or their duties differ from the requirements set out for the relevant clerical employee group's general average, it is recommended that they be paid a work-specific bonus.
2. A higher salary referred to in paragraph 1 of this section is recommended to be paid to clerical employees who exhibit better performance, initiative and professional competence, skills in the relevant special industry, or skilled customer service in their work, as well to clerical employees who have increased their professional competence by means of self-education or other additional training.

## **10 § Calculation of service time**

1. The time served in the freight forwarding industry shall be considered in full.
2. Service time in similar duties but in different industries shall be considered to a reasonable extent in the calculation of the years of service. The service time of similar duties to be considered shall be determined at the time of recruitment. When determining the reasonable amount, attention shall be paid to the similarity between the previous duties and the current duties.
3. When a person transfers from one competence group to another, previous service years shall be considered in full.

## **11 § Consideration of training in the calculation of service time**

1. When determining years spent in the industry, a clerical employee who has completed vocational upper secondary education and training (such as a business college graduate) shall immediately be considered a second-year clerical employee in the relevant competence group.

2. A clerical employee who has worked for the same employer for six months shall be considered a fourth-year clerical employee, if they have one of the following levels of education:
  - a vocational qualification with specialisation in the industry
  - a further vocational qualification or specialist vocational qualification in foreign trade
  - a university degree applicable to the industry (e.g. Master of Business Administration, Bachelor of Business Administration, Engineer).
3. In the determination of years served in the industry, consideration of other training that increases professional competence shall be agreed between the employer and clerical employee when concluding the employment contract. In such a case, the agreement should be based on the special capacities acquired through training of the clerical employee entering the industry, while considering the likely benefit of the education for the employer.

## **12 § Strikes**

All industrial action directed at this agreement in its entirety or an individual provision of it is forbidden.

## **13 § Settlement of disputes**

1. Any disputes concerning the interpretation or violation of this agreement shall primarily be negotiated between the employer or the employer's representative and the clerical employee or the relevant shop steward, and if the matter cannot be settled this way, between the relevant organisations. If a resolution is not reached in this manner, either party may refer the issue to the Labour Court of Finland for settlement.
2. In cases where local negotiations do not lead to an outcome and the other party wishes to bring the issue for settlement by the unions, a memorandum shall be prepared on the matter and signed by both parties, giving a brief description of the dispute and the facts pertaining to the case, as well as the positions of both parties.
3. If either party proposes negotiations, they must be initiated as soon as possible after the proposal has been made and carried out without undue delay.

**14 § Validity period of the agreement**

1. This agreement is valid from 26 January 2017 to 31 March 2021. After that, it will be valid for one year at a time, unless either party terminates it in writing no less than one month before the end of the period of validity.
2. The provisions of the agreement shall remain in force until a new agreement has entered into force or until either party has determined that the negotiations between the contracting parties have ended.

Helsinki, 27 April 2017

SERVICE SECTOR EMPLOYERS PALTA

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO



## SALARY-TABLE SALARIES

### Helsinki metropolitan area until 31 July 2023

	A	B	C	D
4 years	2,019	2,175	2,409	2,607
6 yrs	2,092	2,253	2,502	2,717
8 yrs	2,165	2,336	2,598	2,828
12 yrs	2,244	2,424	2,711	2,953
15 yrs	2,321	2,513	2,821	3,076
20 yrs	2,356	2,557	2,872	3,132
25 yrs–	2,426	2,632	2,956	3,225

### Salary-table salaries 1 August 2023

	A	B	C	D
	2,090	2,251	2,493	2,698
6 yrs	2,165	2,332	2,590	2,812
8 yrs	2,241	2,418	2,689	2,927
12 yrs	2,323	2,509	2,806	3,056
15 yrs	2,402	2,601	2,920	3,184
20 yrs	2,438	2,646	2,973	3,242
25 yrs–	2,511	2,724	3,059	3,338

### Salary-table salaries 1 June 2024

	A	B	C	D
	2,142	2,307	2,555	2,765
6 yrs	2,219	2,390	2,655	2,882
8 yrs	2,297	2,478	2,756	3,000
12 yrs	2,381	2,572	2,876	3,132
15 yrs	2,462	2,666	2,993	3,264
20 yrs	2,499	2,712	3,047	3,323
25 yrs–	2,574	2,792	3,135	3,421

Other parts of Finland

**until 31 July 2023, table will be removed on 1 August 2023**

	A	B	C	D
4 years	1,932	2,074	2,292	2,470
6 yrs	2,000	2,151	2,377	2,571
8 yrs	2,069	2,222	2,465	2,675
12 yrs	2,142	2,304	2,561	2,785
15 yrs	2,214	2,383	2,661	2,899
20 yrs	2,248	2,422	2,710	2,952
25 yrs–	2,313	2,493	2,789	3,039

## COMPETENCE GROUPS

Application guide for the assessment of different duties.

<b>Examples of duties</b>	<b>Group A</b> Duties requiring basic skills	<b>Group B</b> Duties requiring professional skills	<b>Group C</b> Duties requiring strong professional skills	<b>Group D</b> Duties requiring special professional skills and expert duties
Freight forwarding duties (Job titles of duty groups vary between companies)	Tasks include, for example, the preparation of import and export documents, advising, delivery of consignments and archiving, as well as customs reporting in accordance with the work instructions issued.	Tasks include, for example, demanding statistics work and responsible customs reporting. Tasks include communications with customers and other stakeholders.	Tasks include, for example, demanding forwarding and tariff work. Communications as in group B.	Tasks include, for example, comprehensive forwarding work or operational management tasks without budgetary responsibility. Special forwarding, such as ship clearance.
Traffic management (Job titles of duty groups vary between companies, including all modes of transport)	Duties include, for example, preparation of import and export documentation, as well as other task supporting more demanding tasks.	Duties include, for example, traffic management, management of import and export traffic in accordance with the logistics planner's instructions, as well as the preparation of logistics documents, including customs procedures. Duties include communications with customers and customer service.	Duties include, for example, foreign and domestic logistics arrangements, management of import and export traffic, with responsibility for the clerical employee's own traffic direction and load planning, as well as maintaining the cost-effectiveness of transport. Duties include communications with customers and partners, as well as demanding customer service.	Duties include, for example, traffic development and logistics requiring special procedures. Otherwise, group C duties, but the person carrying out the task has the opportunity to make decisions independently and has the responsibility for traffic management.
Pricing, invoicing and cost allocation	Duties include recording tasks supporting other tasks.	Duties include, for example, pricing and invoicing according to the offers. Duties include communications with customers and customer service.	Duties include, for example, preparation of offers, cost monitoring and pricing and invoicing according to open rates. Duties include communications with customers and partners, as well as demanding customer service.	Duties include the management of complex matters.
Financial administration (The amount of cash and the number of vouchers and customers of the cashier must be taken into account when determining the group.)	Duties include, for example, customer credit checks, partial bookkeeping, funds management and other tasks supporting more demanding tasks.	Duties include, for example, bank payments, recording of bank transactions, monitoring of liquidity, accounts receivable and payable, management of customer registers and day-to-day bookkeeping.	Duties include, for example, credit control, independent cash management, reporting, cash flow planning and bookkeeping, which means the management of day-to-day accounts and the preparation of financial statements.	Duties include, for example, general ledger accounting and main fund management, demanding fund functions such as liquidity management, investments, loan arrangements and currency management.

Information management (The number and types of service contacts must be taken into account when determining the group.)	Duties include general tasks assisting information management.	Duties include, for example, the duties of various IT support persons.	Duties include, for example, programming or tasks related to the planning of information management.	Tasks include, for example, demanding planning of information management and programming.
Sales and marketing duties (The number and types of internal and external customer contacts must be taken into account when determining the group.)	Duties include general tasks assisting the sales and marketing.	Duties include communications with customers and other interest groups. Duties include, for example, the preparation of offers in accordance with instructions, the production of material supporting sales or supporting the work of people responsible for sales work.	Duties include, for example, independent sales and marketing, as well as particularly demanding sales support tasks. Duties include the management of customer situations.	Duties include, for example, sales and marketing work based on objectives with independent decision-making opportunities and responsibility or planning tasks related to sales and marketing.
Customer service duties (when they are segregated into their own function) (The number and types of internal and external customer contacts must be taken into account when determining the group.)	Duties include, for example, customer service in accordance with the given instructions, such as processing of logistics orders, processing of tracking inquiries and tracking of shipments. Complaints handling, customer advice, preparatory work prior to claims handling.	Duties include, for example, independent customer service, recommending various services and supporting additional sales. Damage processing and preparation of compensation decisions.	Duties include, for example, independent customer service requiring competence in extensive matters related to customer service, familiarity with the logistics chain and the cost structure. Demanding damage processing and preparation of demanding compensation decisions.	Duties include, for example, the development of customer service functions and the management of demanding customer situations with independent decision-making opportunities and responsibility, or a specialist or managerial position. Management of demanding customer situations, managerial or specialist tasks.
Human resources duties	Duties include the organisation of documents, archiving, storage of data in personnel registers and other routine tasks. The work is done according to the detailed work instructions.	Duties include the collection, processing and maintenance of information related to the personnel and the preparation of various documents. Tasks are carried out in accordance with processes agreed in advance. Duties may also include advising internal customers. E.g., the duties of a staff assistant.	Duties include the application of information requiring independent judgment and require a high level of professional competence. Duties include, for example, creating reports and analyses, as well as providing advice to internal customers and stakeholders. E.g., the duties of a payroll clerk or the staff system administrator.	Duties require the management of large and demanding matters. Expert or supervisor duties including responsibility for a sector or function. Duties include, for example, the development of human resources management processes and the implementation of the relevant changes.

## Agreement on local bargaining

### 1 §

Deviations from the provisions of the collective agreement may be locally agreed in accordance with this agreement.

A local agreement may be concluded to the extent permitted by legislation and the collective agreement. A general dismissal of the overall collective agreement or a significant part thereof, such as the payroll or working hours system, cannot be agreed locally. In addition, in the case of financial and production-related problems, it is possible to agree on minimum terms concerning salary or other corresponding financial benefits in accordance with the protocol annexed to this agreement.

### 2 §

The employer bound by the collective agreement or its representative and the shop steward, or in lack thereof, the clerical employees, a registered company-specific staff association, may act as negotiating and contractual parties. In addition, the parties of the collective agreement may agree on exceptions to the collective agreement locally.

### 3 §

The proposal for a local agreement shall indicate the section of the collective agreement to be agreed on and state a reason for deviating from the collective agreement. For a local agreement to be valid, it shall be made in writing and it shall indicate the parties affected by the agreement, the section of the collective agreement agreed upon and what has been agreed. The agreement may be a fixed-term agreement or valid until further notice. In the latter case, the agreement may be terminated with three months' notice. If the arrangement is bound to a certain period of time, however, the arrangement shall continue until the end of such period.

### 4 §

The local agreement will enter into force at the agreed time. The parties of the collective agreement have, however, the right to contest the local agreement on the basis of section 1, paragraph 2 of this agreement. In such a case, the parties of the collective agreement have the opportunity to amend the local agreement or cancel it. The amended local agreement shall enter into force at the time agreed by the parties to the collective agreement. The parties of the collective agreement shall be informed of a local agreement in accordance with this agreement without undue delay.

5 §

This agreement shall be valid as part of the collective agreement concluded between the signatory organisations, and shall end at the end of the collective agreement without a separate termination. A valid local agreement shall, however, remain in force as agreed.

6 §

Any disputes concerning the interpretation of local agreements that are based on this provision are resolved as any disputes concerning the collective agreement.

Helsinki, 1 February 1995

LTK:N ERITYISALOJEN TYÖNANTAJALIITTO ry

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO

## **Annex protocol on local bargaining**

### **1 §**

The signatory organisations agree that the minimum terms concerning salary or other financial benefits referred to in the collective and salary agreement concluded by the organisations can be deviated from by means of a local agreement in accordance with this agreement.

### **2 §**

An agreement in accordance with this protocol may be concluded for a company or a part thereof, and the employer bound by the collective agreement or its representative and the shop steward, or in lack thereof, the clerical employees and a registered company-specific staff association, may act as negotiating and contractual parties.

### **3 §**

The conclusion of an agreement as referred to above in section 1 is subject to the existence of a criterion in accordance with section 30 or 37a of the Employment Contracts Act (so-called financial or production-related grounds).

When negotiating an agreement referred to in this protocol, the employer shall comply with the Act on Co-operation within Undertakings in providing necessary information and the Cooperation Agreement concluded between the central organisations. If necessary, the parties may use experts to assist them.

### **4 §**

The agreement referred to in this protocol shall be concluded for a fixed term, and for a maximum of one year at a time.

### **5 §**

A local agreement in accordance with this protocol requires that the parties of the collective agreement are informed of it. The agreement may be subjected to a review by the parties of the collective agreement.

### **6 §**

For other parts, the provisions concerning local bargaining agreed by the parties of the collective agreement shall apply.

Helsinki, 1 February 1995

LTK:N ERITYISALOJEN TYÖNANTAJALIITTO ry

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO



## Shop steward agreement

### 1 § Scope of the agreement

This agreement shall apply to the members of Service Sector Employers PALTA and the clerical employees employed by them that belong to the clerical employee union that has signed this agreement.

### 2 § Shop steward

1. In this agreement, a shop steward means a shop steward and deputy shop steward who are elected by organised bank clerical employees bound by the collective agreement from amongst their number.
2. If necessary, a chief shop steward shall be agreed between the parties of the collective agreement.

#### **Protocol entry:**

A chief shop steward may be elected when a shop steward organisation has been agreed within the company, which includes several regional, office-specific, or department-specific shop stewards.

3. The organised clerical employees of the company that belong to a signatory union within the scope of the collective agreement shall elect a shop steward for the company.

The parties of the collective agreement may deviate from the above and agree on the following:

#### **Protocol entry 1:**

If there are clerical employees working for the same employer who belong to the same union, but who are under the scope of application of several collective agreements, an agreement can be made to elect a common shop steward.

#### **Protocol entry 2:**

If employers undertaking the same operations within the same group or community are within the scope of application of the same collective agreement, an agreement can be made to elect a common shop steward.

4. When it is appropriate from the point of view of local negotiations and the shop steward system, it may be locally agreed that several shop stewards referred to in this agreement can be elected for the independent regional or operational units of large or regionally dispersed companies.

**Protocol entry:**

If annual shop steward meetings have been organised in the company, such a practice will be continued.

5. For a shop steward, a deputy shop steward may be elected who, whenever the shop steward is unable to carry out their duties, acts as a substitute and, during said time, has the rights and obligations of a shop steward.
6. A shop steward must be a clerical employee working for the company in question, and they must be within the scope of application of the collective agreement and must be a member of a clerical employee union bound by the collective agreement, and they must also be familiar with the conditions at the workplace.

**Protocol entry:**

If a common shop steward has been agreed upon in accordance with paragraph 3, the shop steward must work in one of the common collective agreement sectors.

7. Should the operations of the company or its functional unit undergo an essential reduction or expansion, or as the result of a transfer, merger or incorporation of the business or a comparable essential change, the shop steward organisation is brought into line with the new size situation in accordance with the principles set out in this agreement.

**3 §**

**Election of a shop steward**

1. The election of a shop steward may be carried out at the workplace, in which case an opportunity must be reserved for all organised clerical employees to take part in the election. Organising and carrying out the election must nevertheless not disturb normal working. The time and place of the election arranged at the workplace must be agreed with the employer no later than 14 days before the election.

The ballot is mainly attended to by the shop steward or, if the shop steward is unable to perform their duties, by the deputy shop steward if there is one. The time necessary for these officials to carry out the election is counted as time spent on performing the shop steward's duties.

2. The employer must be informed in writing of the shop steward elected and any deputy, as well as of their resignation or dismissal by the local chapter or similar or the clerical employee union.

#### 4 §

#### Shop steward's employment relationship

1. Unless otherwise provided for in this agreement, shop stewards are in the same position towards the employer as other clerical employees. Shop stewards are responsible for personally complying with the general terms of employment and working hours, line management's instructions and the regulations at the workplace.
2. The shop steward's opportunities for development and career advancement must not be weakened due to their position as a shop steward.

#### **Protocol entry:**

The same principle shall also apply to the development of the chief shop steward's earnings.

3. A person serving as a shop steward may not be transferred to a lower-paid job in the course of carrying out the tasks or due to the tasks than was the case when they were elected as a shop steward. In addition, they may not be transferred to a job of lower value if the employer can offer them another job that is in line with their professional skills. The person may not be fired because of their position as a shop steward.
4. If the company's labour force is cut or laid off for economic or production-related reasons, the arrangements observed must be such that the shop steward is the last to be affected by such a measure. If the shop steward cannot be offered work corresponding to the shop steward's professional qualifications or competence, a departure from this stipulation may be made. If the shop steward considers that their employment was terminated or that they were laid off in violation of the provisions set out above, the shop steward has the right to demand that the matter be resolved between the labour market organisations.
5. A shop steward's employment contract may not otherwise be terminated without observing the provision on consent of a majority of clerical employees, as required by the Employment Contracts Act, chapter 7, section 10, subsection 1, which is to be ascertained by the union of clerical employees party to the collective agreement.
6. The shop steward's employment must not be terminated based on section 8:1 of the Employment Contracts Act on the grounds that the shop steward has violated the instructions referred to in section 3:1 of the Employment Contracts Act. The shop steward's employment may not be terminated due to illness without observing the full period of notice for terminating employment.

7. In assessing the grounds for terminating the employment contract, the shop steward must not be placed in a weaker position compared with other clerical employees.
8. The provisions of this section also apply to a clerical employee who has served as a chief shop steward or company shop steward, for a period of six months following the end of said person's duties as a shop steward.
9. The above employment protection provisions shall also apply to a shop steward candidate nominated at the workplace, the nomination of whom has been notified in writing to the employer. Protection for a candidate begins, nevertheless, no earlier than three (3) months before the start of the term of office of the shop steward who is to be elected, and it ends, for any candidate other than those elected in a election, when the union has established the result of the election.
10. A shop steward must be informed of the termination of their employment no later than one month before the commencement of the period of notice under the collective agreement. The reason for the termination must be stated in the notice of redundancy or dismissal given to the shop steward. The employer must also inform the chapter or similar local branch or the clerical employee union of the notice given to the shop steward.
11. If the shop steward's employment contract has been terminated in violation of this agreement, the employer must pay compensation to the shop steward, with the minimum amount being the salary for 6 months and the maximum amount being the salary for 30 months. The compensation is to be set on the same grounds as provided in chapter 12, section 2, subsection 2 of the Employment Contracts Act. Any violation of the rights under this agreement must be taken into account as a factor that increases the amount of compensation. If the court considers that the prerequisites for continuing the employment or for reinstating an already terminated employment relationship exist and the employment is not continued irrespective of this, this factor must be taken into account as an especially weighty reason when determining the amount of compensation.
12. A shop steward is not to be pressured or dismissed because of their duties. If a shop steward's employment contract is terminated and they contest the termination, the employer shall pay the shop steward an amount equivalent to one month's salary if the claim is made within four weeks from the termination of the employment.

## **5 § Duties of a shop steward**

1. The primary duty of a shop steward is to act as the representative of the organised clerical employees who are bound by the terms of the relevant collective agreement in matters concerning the application of the collective agreement.
2. The shop steward represents the above-mentioned clerical employees in matters concerning the application of labour legislation and generally in issues concerning the relations between the employer and the clerical employees, as well as the development of the company. Furthermore, the shop steward is tasked with contributing to the maintenance and development of negotiation and cooperation activities between the company and staff.

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

In the case of any ambiguity or disputes concerning the clerical employees' salary or other matters related to their employment, the shop steward must be provided with all information that has a bearing on adjudicating on the case at issue.

The shop steward has the right to receive the following information concerning the company's clerical employees, in writing or by other mutually agreed means:

1. First and last names of clerical employees.
2. Time of entry into employment for new clerical employees and information on any clerical employees whose employment has been terminated or who have been laid off. In the case of fixed-term employment, the reason for the fixed-term contract and the agreed duration of the employment shall be provided.
3. The salary group or similar applied to the clerical employee or the work performed.
4. The total number of full and part-time clerical employees in the company twice a year. This also applies to those who may be separately called to work and other temporary staff that have been employed during the last six months.
5. The shop steward has the right to receive the information referred to in sections 1 and 3 once a year when the collective agreement for the sector has been concluded and when the changes resulting from it have been implemented in the company for the clerical employees employed by the company at such time. For new clerical employees, the shop steward has the right to the information referred to in sections 1–3 at least quarterly.

Upon request, the shop steward shall be provided with an account of the types of information collected in the course of recruitment.

6. If the company has had several shop stewards elected on the basis of section 2, the principles for sharing information among the shop stewards shall be agreed between the employer and the shop stewards. However, the chief shop steward is entitled to all information.
7. The shop steward has the same right as the shop steward referred to in the relevant legislation to review a list detailing the increased salary paid for emergency work, Sunday work and overtime.
8. The shop steward must keep confidential any information the shop steward receives for the purpose of attending to their duties.

## **7 § Excusing the shop steward from work**

1. Sufficient time is reserved for the shop steward to manage the shop steward's duties.
2. The employer and the shop steward shall agree together on when the excused absence is granted as a temporary or a regular absence. In doing so, the company's operational requirements are considered, whilst ensuring that the shop steward's duties can be attended to duly and properly. If necessary, work arrangements shall be made with this in mind (e.g., by assigning a substitute).

## **8 § The shop steward's storage and office space**

The shop steward has the right to an assigned storage space for the documents and office equipment that are necessary for carrying out their duties. The company-specific shop steward and the shop steward of a regional operating unit have the right to use, if necessary and at no charge, appropriate office space that can be made available to the shop steward if the employer possesses such facilities. The shop steward has the right use ordinary office supplies to carry out their duties as a shop steward.

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

1. The employer compensates for the income that the shop steward loses during working hours either in local negotiations with the employer's representative or in carrying out other tasks agreed with the employer.
2. If the shop steward carries out tasks agreed with the employer outside the shop steward's regular working hours, overtime compensation is paid for

the time thus lost or a local agreement is made on some other kind of additional compensation.

If necessary, the parties of the collective agreement may agree on the criteria and amount of the compensation.

3. If the shop steward is called upon by the employer to travel in order to attend to the duties agreed with the employer, the shop steward is paid compensation for travel costs in accordance with the system applicable at the company. If travelling takes place during time considered to be time off in accordance with the shift list, the basic salary shall be paid for the time spent travelling, but not for more than 8 hours. Compensation shall only be paid to the extent that the total working hours and travel time exceed the regular working hours specified in the shift list. Full half-hours are considered when calculating travel time. Travel time is not considered as working time.

## **10 § Shop steward's training**

1. The unions recommend that, where possible, a shop steward is provided with the opportunity to participate in training that will increase their competence for carrying out the shop steward's duties.
2. Participation in training has been agreed between the unions in the currently valid training agreement.
3. To improve the preconditions for local bargaining, the chief shop steward, the shop steward and their deputy have the right to participate in training that lasts up to two working days, aimed at creating competence for concluding local agreements.

The shop steward mentioned above may participate in such training only once, and one shop steward from the company shall participate in the training at each time, unless otherwise agreed by local agreement.

The employer shall pay for the loss of earnings for the duration of the training. For training that is arranged during regular working hours, one training day shall reduce regular working hours by 7.5 hours without any reduction in earnings.

The training will be provided by ERTO ry. Palta ry may participate in the planning of the training.

## **11 § Negotiation procedures**

1. In issues concerning the performance of work and its technical arrangements, the clerical employee must take the matter up directly with line management.
2. Disputes concerning pay and other terms of employment are settled locally between the employer or its representative and the shop steward or the clerical employee themselves.
3. Local negotiations should be initiated and conducted without undue delay.
4. A memorandum shall be prepared of local negotiations if either of the parties so requires. The memorandum must be prepared and signed in two copies, with one copy for each party.
5. If the disagreement that has arisen cannot be resolved by means of local negotiations at the company, the order of negotiations in accordance with the collective agreement will be followed.
6. The unions recommend that if the employer does not conduct the negotiations with the shop steward itself, the shop steward is informed of the employer's representative and their area of operation and mandate, if it is limited to a certain region or to certain subjects in terms of staff issues.
7. If the dispute concerns the termination of employment of a shop steward, as referred to in this agreement, local and inter-organisation negotiations must also be started and carried out without delay after the grounds for the termination have been contested.

## **12 § Validity of the agreement**

1. This agreement shall enter into force on 26 January 2017.
2. A union wishing to amend this agreement shall submit a written amendment proposal to the other party, after which the matter shall be discussed in negotiations between the unions.
3. This agreement is valid until further notice with three months' notice.

Helsinki, 27 February 2017.

SERVICE SECTOR EMPLOYERS PALTA

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO



## **Protocol for the shop steward agreement**

The following specifications and additions to the shop steward agreement concluded between the unions, which concerns the collective agreement for freight forwarding agencies' clerical employees, have been agreed between the signatory unions:

### **1 § Shop steward**

1. The company's organised clerical employees have the right to elect a shop steward and a deputy shop steward from among themselves to represent them in issues concerning the interpretation of the collective agreement or other matters related to the employment.
2. If it is appropriate for the success of local negotiations and the shop steward system, a shop steward can be elected for a site of a regionally dispersed company to represent the clerical employees of said site in matters related to the collective agreement and employment.
3. If site-specific shop stewards referred to in paragraph 2 have been elected for the company, one of them may be appointed as the chief shop steward to represent all the organised clerical employees of the company.

### **2 § Notification of the shop steward**

The employer must be informed in writing of the shop steward elected and any deputy, as well as of their resignation or dismissal by the local chapter or similar or the Union of private sector professionals ERTO.

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

1. The information referred to in section 6, paragraph 2 of the shop steward agreement concluded between the unions shall be provided to the chief shop steward regarding the entire company, and to the site-specific shop steward regarding said site.
2. The employer shall inform the shop steward of the names and workplaces of new clerical employees at least every two months.

### **4 § Shop steward's use of time**

1. Sufficient time is reserved for the shop steward to manage the shop steward's duties.
2. The employer and the shop steward shall agree together on when the excused absence is granted as a temporary or a regular absence. In doing

so, the company's operational requirements are considered, whilst ensuring that the shop steward's duties can be attended to duly and properly. If necessary, work arrangements shall be made with this in mind (e.g., by assigning a substitute).

## 5 § Compensation

1. The duties of a shop steward shall be performed without any reduction to regular working hours' pay.
2. The chief shop steward and the shop steward shall be paid compensation for the shop steward's duties as follows, as of **1 August 2023**:

<b>Number of clerical employees represented</b>	<b>Chief shop steward's monthly compensation, EUR</b>
-199	102
200-	115

<b>Number of clerical employees represented</b>	<b>Shop steward's monthly compensation, EUR</b>
5-50	51
51-100	64
101-200	76
201-	90

As of **1 June 2024**, the amounts of compensation shall be the following:

<b>Number of clerical employees represented</b>	<b>Chief shop steward's monthly compensation, EUR</b>
–199	105
200–	118

<b>Number of clerical employees represented</b>	<b>Shop steward's monthly compensation, EUR</b>
5–50	52
51–100	66
101–200	78
201–	92

3. Compensation shall not be paid for any period when the chief shop steward or shop steward does not carry out their shop steward duties due to an annual holiday, illness or other equivalent reason.
4. Unless the aforementioned compensation has been agreed upon locally and the chief shop steward or the shop steward carry out the duties agreed with the employer outside the shop steward's regular working hours, overtime pay is paid for the time thus lost, or the clerical employee and the company agree on some other kind of additional compensation.

## **6 § Miscellaneous provisions**

1. In companies with a chief shop steward, the employer shall arrange an event 1–2 times a year for the company's shop stewards and the employer's representative to discuss the matters provided for in the Act on Co-operation within Undertakings.
2. In accordance with the central organisation agreement, the chief shop steward has been given the right to use the customary office equipment, and so on, of the company and the community. As their common interpretation, the central organisations find that the concept of the term customary office equipment also covers the computer hardware and associated software and internet access (email) generally used in the company and community. In assessing this, attention may be paid, inter alia, to the size of the company and community, the scope of the chief shop steward's

duties and how necessary they are, as well as the amount of time allocated to them. Practical arrangements are agreed upon locally.

7 §

This protocol, which has been prepared in two copies, is equally valid and binding as the collective agreement concluded between the unions.

Helsinki, 4 December 2013

SERVICE SECTOR EMPLOYERS PALTA

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO

## **Training agreement**

### **1 § Training work group**

There is a training working group in place for the implementation of trade union training referred to in the agreement, to which both parties shall appoint two representatives.

The training working group shall approve the courses for one calendar year at a time. If necessary, courses may also be approved mid-year.

Prior to the decision to approve a course, the training working group shall be provided with a statement on the course's curriculum, time, location, target group, participants, and any other details the training working group may request. The condition for approving a course is a jointly observed training need. The training working group has the opportunity to follow the teaching of the course it approves.

The unions shall announce the courses approved by the training working group for the next year no later than two months before the start of the first course.

### **2 § Vocational further training, supplementary training and retraining**

Where possible, clerical employees are provided with the opportunity to participate in training that is likely to enhance their professional skills.

When the employer provides vocational training for a clerical employee or sends a clerical employee to training events related to the clerical employee's profession, the costs of the training and the lost income for regular working hours are compensated. If the training takes place outside working hours, the time spent is not counted as working hours, but the clerical employee is compensated for the direct costs of the training.

### **3 § Joint training**

The joint training specified in cooperation agreements is generally given on a workplace-specific basis. Participation in the training is agreed separately for each workplace through a cooperation body or, if such a body does not exist, between the employer and the shop steward. Participation in joint training is compensated similarly to training referred to in section 2.

### **4 § Trade union training**

#### *1. Retention of employment and notification periods*

Without suspending their employment, clerical employees are provided with the opportunity to participate in a course approved by the training working

group and lasting up to one month, if the need for the training has been confirmed jointly by both the employer and the clerical employee applying for the course, and participation can take place without being very harmful to the company. If the right to participate is denied, the shop steward must be informed at least 10 days before the course starts of the reason why granting release from work would be very harmful.

The clerical employee must announce their plan to attend a course as early as possible. In the case of courses of a maximum duration of one week, notification must be given at least three weeks before the start of the course and, in the case of longer courses, at least six weeks before the start of the course.

Occupational safety and health training is aimed at occupational safety and health representatives in particular.

## 2. *Compensation*

The shop steward, the deputy shop steward, the occupational health and safety representative, and members of the occupational health and safety committee have the right to attend courses approved by the training working group without incurring a reduction in their pay. In the case of a shop steward, however, the loss of earnings shall not be compensated for a period of more than one month, and in case of others, for a period not longer than two weeks. The compensation for the loss of earnings also requires that the relevant course is related to the participant's cooperation duties within the company.

In addition to shop stewards, loss of earnings is also compensated for chairmen of registered unions' chapters or workplace departments, if they work in a company with at least 100 clerical employees, and the registered chapter or workplace department consists of at least 20 members.

## **5 § Social benefits**

Participation in a trade union training event referred to in section 4 shall not cause a reduction in annual leave, pension or other comparable benefits.

## **6 § Validity**

This agreement enters into force on 1 February 1995 and shall remain in force until further notice with a notice period of three months.

Helsinki, 1 February 1995.

LTK:N ERITYISALOJEN TYÖNANTAJALIITTO ry

UNION OF PRIVATE SECTOR PROFESSIONALS ERTO

## Annex on the reduction of working hours

1. The working hours shall be reduced for the clerical employees whose regular working hours are 8 hours per day and 40 hours per week, and whose holidays and working hours have been arranged in accordance with this collective agreement.
2. The working hours shall be reduced from the beginning of each calendar year or from the start of employment starting later, according to accumulated regular working hours, as follows:

<b>Accumulated working hours</b>		<b>Reduction</b>
17 working days, i.e.,	136 hours	8 hours
34 working days, i.e.,	272 hours	16 hours
51 working days, i.e.,	408 hours	24 hours
68 working days, i.e.,	544 hours	32 hours
86 working days, i.e.,	688 hours	40 hours
103 working days, i.e.,	824 hours	48 hours
120 working days, i.e.,	960 hours	56 hours
137 working days, i.e.,	1,096 hours	64 hours
154 working days, i.e.,	1,232 hours	72 hours
172 working days, i.e.,	1,376 hours	80 hours
189 working days, i.e.,	1,512 hours	88 hours
206 working days, i.e.,	1,648 hours	96 hours
215 working days, i.e.,	1,720 hours	100 hours

3. Working days or hours in accordance with the working hours system, for which the employer pays illness pay during an clerical employee's sick leave, as well as any even partly paid training to the extent that the employer pays for loss of earnings, shall also be included as completed regular working hours.
4. A reduction of working hours is granted at a time determined by the employer in either one or several parts no later than by the end of the following year. The reduction is implemented as full days off, unless an alternative method of reduction is separately agreed between the employer and



clerical employee. The reduction shall be implemented in such a way that the total amount of the reduction is in accordance with the preceding accumulation.

5. Notification of leave accumulated for working longer hours shall be given no later than two weeks before the start of the leave.
6. The monthly salary of the clerical employee shall not be reduced due to the leave.

## Employment contract template

FREIGHT FORWARDING EMPLOYEE'S EMPLOYMENT CONTRACT	
<b>1. Parties</b>	<p>Employer, business ID and address:</p> <p>Employee, personal identity code and address:</p> <p>The clerical employee shall work under the direction and supervision of the employer.</p>
<b>2. Validity</b>	<p><input type="checkbox"/> The employment relationship is valid until further notice. The period of notice is determined in accordance with section 5 of the collective agreement.</p> <p><input type="checkbox"/> The employment is fixed-term and its calendar period or estimated duration is:</p> <p><input type="checkbox"/> Reason for fixed-term employment (e.g., substitute for an clerical employee on family leave):</p>
<b>3. Employment start date</b>	
<b>4. Trial period (collective agreement, 4.1 §)</b>	<input type="checkbox"/> A trial period has been agreed upon; the trial period will end on:
<b>5. Workplace /places</b>	
<b>6. Main duties</b>	
<b>7. Working hours (collective agreement, 8 §)</b>	
<b>8. Salary</b>	<p>Training (salary agreement, 11 §):</p> <p>Service time in the freight forwarding industry (salary agreement, 10 §):</p> <p>Service time in similar duties but in different industries:</p> <p>Total service time:</p> <p>The competence group in accordance with the salary table of the salary agreement (A, B, C or D):</p> <p>At the beginning of the employment, the salary is:</p>
<b>9. Annual holiday</b>	Annual holiday is granted in accordance with 13 § of the collective labour agreement and chapter 2 of the Annual Holidays Act.
<b>10. Other terms and conditions</b> (any fringe benefits, language bonus, annual holiday arrangements, compensation for on-call work, etc.)	
<b>11. Annexes</b>	
<b>12. The collective agreement</b>	In addition to legislation, employment shall be subject to the generally binding collective agreement for the freight forwarding industry's clerical employees, as well the company's internal guidelines and provision to the extent that terms more beneficial for the clerical employee have not been agreed upon in this agreement.
<b>13. Signatures</b>	<p>This employment contract has been drawn up in two identical copies, one for each party.</p> <p>Date and place: _____ Date and place: _____</p> <p>Representative of the employer _____ Employee _____</p>



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# Erto>

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