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the Finnish text shall prevail

Association of Finnish Independent Education Employers

General collective agreement for universities

1 March 2010 – 29 February 2012

Association of Finnish Independent Education Employers

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SIGNING MINUTES OF THE GENERAL COLLECTIVE AGREEMENT FOR UNIVERSITIES

The undersigned organisations have concluded a collective agreement on the terms and conditions of service and remuneration of employees in universities affiliated to the Employers' Association of Private Educational Institutions on the following terms and conditions:

1. VALIDITY

This collective agreement shall be in force from 1 March 2010 to 29 February 2012.

The parties shall negotiate by no later than 28 February 2011 on the time and size of salary increases to be implemented in 2011. In the event that the said negotiations are inconclusive, any party may terminate the agreement with effect from 28 February 2011.

2. SALARY INCREASES DURING THE AGREEMENT PERIOD

The following salary increases shall be paid during the agreement period:

1 November 2010	5.5 %	non-recurrent element
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The non-recurrent element shall be reckoned on the basis of the salary for October and paid to employees who were employed in both October and November 2010.

The agreement period shall include a salary increase point for increases of 0.98 % in the following manner:

1 November 2010	0.40 %	general increase
1 November 2010	0.58 %	organisation element

The parties have appointed a salary system development working group to negotiate on use of the organisation element and report by no later than 15 October 2010.

Use of the 0.58 % increase allocated to salary system development on 1 November 2010 shall allow for varying allocation of the cost impact arising from the transition to a single general system of working hours.

In the event that the development working group fails to agree on the distribution of the organisation element, the said element will be used as a general increase, whereby:

- the salaries of the job requirement groups 2 – 6 for other staff are increased by 0.4 per cent,
- the salaries of the job requirement groups 7 – 15 for other staff are increased by 0.6 per cent, and
- the job requirement groups of teaching and research staff are increased by 0.6 per cent.

In addition to the foregoing, separate negotiations shall take place for the teaching staff of training schools on allocation of the 0.2 per cent equal pay element for the

previous agreement period and on use of the 0.58 per cent organisation element on the same principles as for universities in general.

The salaries of academy professors and researchers financed by the Academy of Finland shall be reviewed in line with the increase impact of the foregoing increases. In other respects the remuneration of academy professors and researchers shall at least be determined in accordance with the financing decisions of the Academy of Finland.

The parties also agree that approximately half of the salary increases to be implemented in 2011 must be set aside for improving the remuneration system and especially its regulations on the personal performance system.

The increases shall take effect from the date of increase or from the start of the salary payment period beginning soonest thereafter.

3. FEES OF EVALUATION GROUPS

An annual fee of EUR 360 for a member and EUR 720 for a chairperson shall be paid to the members and chairperson of an evaluation group established under the university salary system regulations.

The fee shall be paid for a 12-month period in arrears. If a person does not take part in the work of the group in some calendar month, then the fee shall be paid at a rate of 1/12 of the fee per calendar month to a person deputising in the said capacity.

The fee shall be payable for no more than two groups in the event that any person serves on two or more groups in the foregoing capacity.

4. FEES AND COURSE ALLOWANCES OF SHOP STEWARDS AND LABOUR PROTECTION DELEGATES

The fees payable to shop stewards and labour protection delegates shall be increased as of 1 March 2010 in line with the negotiated settlement for the collective agreement for government¹ on 7 March 2010.

The daily course allowance of EUR 55 per participant that was formerly in force shall be paid directly to the organiser of trade union training.

5. APPLICATION OF FLEXIBLE WORKING TIME REGULATIONS

The collective agreement now stipulates a new single working time system for staff falling within the scope of the Working Hours Act². The scope for flexibility in scheduling was also revised at this time.

Scheduling of average working time will be possible in future only in positions for which this was available under the collective agreement for government that was in force on 31 December 2009.

¹ *Valtion virka- ja työehtosopimus.*

² *Työaikalaki*, no. 605 of 1996.

Working time flexibility systems (averaging period system) may be adopted in other positions where locally agreed in the manner prescribed in section 2 of the collective agreement provisions governing local collective bargaining.

Adoption of such scheduling will then also require negotiations in accordance with chapter 6 of the Act on Co-operation Within Undertakings³.

6. WORKING GROUPS

The parties have decided to appoint the following working groups:

6.1. Salary system development working group

The parties shall appoint a working group to prepare a proposal by no later than 15 October 2010 for developing the salary system and the associated evaluation methods for job requirement and performance in various staff groups.

The first objective of the working group will be to examine the salary differential grades between job requirement groups and agree on how to pay the organisation element that is due to take effect on 1 November 2010.

The working group shall also prepare guidelines for applying the salary system. Other functions of the salary system development working group shall be separately agreed between the parties by no later than 15 May 2010.

6.2. Working group to review the use of temporary employment contracts

The parties shall appoint a working group serving for the duration of the collective agreement to clarify the principles governing the use of temporary employment. The working group shall gather information and experiences of good working practices to assist in appropriately guiding the use of temporary service relationships and to advise the universities of its findings with respect to good practice. The working group shall also allow for the gender equality perspective in its deliberations.

6.3. Co-operation and labour protection co-operation review working group

The parties shall appoint a working group to study and prepare, by no later than 31 March 2011, regulations to be appended to the collective agreement supplementing the Act on Co-operation Within Undertakings⁴ and the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces⁵.

6.4. Statistical co-operation working group

³ *Laki yhteistoiminnasta yrityksissä*, no. 334 of 2007.

⁴ *Laki yhteistoiminnasta yrityksissä*, no. 334 of 2007.

⁵ *Laki työsuojelun valvonnasta ja työpaikan työsuojeluyhteistoiminnasta*, no. 44 of 2006.

The parties shall appoint a working group to prepare an agreement on statistical co-operation between the parties promoting confidence in the salary and other statistics that are required in collective bargaining. The objective is to develop a mutual and common information base, to avoid disputes over how to interpret statistics, and improve the effectiveness of salary systems. Each party shall be entitled to submit any statistical matter to the working group for consideration.

The function of the statistical working group shall be to consider the common knowledge base, issues concerning the creation and reliability of statistics, salary and similar concepts used in statistics on earnings, and the requirements imposed by the collective agreement on earnings statistics, to liaise with collective bargaining negotiators in matters of improving statistics, and to provide specialist assistance to the universities in matters of statistical co-operation where necessary.

7. PRINCIPLE OF CONTINUAL COLLECTIVE BARGAINING

The parties shall implement the principle of continual collective bargaining during the agreement period by negotiating at the request of the other party on any need to amend agreements that emerges.

8. TRANSITIONAL PROVISIONS

Any paid period of sick leave paid to an employee between 1 January 2010 and 28 February 2010 shall be included when reckoning paid periods of 40, 50, 60 or 90 days and the period of 365 calendar days.

If a person is absent from work due to illness on the entry into force of this agreement, then the rights of the said employee to full salary under the collective agreement for government that was in force on 31 December 2009 shall not be reduced in respect of the said illness.

9. OTHER STIPULATIONS

The parties agree that it is expedient for the grievance procedure to consider any evaluation of personal performance only to the extent that the grievance does not concern the accuracy of an evaluation performed by a supervisor.

The universities may continue to grant unpaid job release to employees in accordance with previous practices governing leave of absence from official duties.

The fees referred to in section 20 of chapter 4 of the collective agreement shall be increased in future in the manner agreed in collective bargaining.

10. ENTRY INTO FORCE OF THE AGREEMENT

The working time amendments stipulated in the agreement shall take effect as of 1 August 2010 for those whose scheduling or hours of work change under the agreement.

The stipulations of the agreement shall apply as of 1 March 2010 in other respects.

Helsinki, 15 April 2010.

ASSOCIATION OF FINNISH INDEPENDENT EDUCATION EMPLOYERS (formerly Employers' Association of Private Educational Institutions)

NEGOTIATION ORGANISATION FOR PUBLIC SECTOR PROFESSIONALS JUKO

TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL

FEDERATION OF SALARIED EMPLOYEES - PARDIA

GENERAL COLLECTIVE AGREEMENT FOR UNIVERSITIES

CHAPTER 1 GENERAL REGULATIONS

Section 1 Scope of the agreement

This agreement stipulates the terms and conditions of employment of employees of universities affiliated to the Employers' Association of Private Educational Institutions.

The agreement shall nevertheless not apply to persons appointed by the university to serve as the employer's representative in determining the pay and conditions of service of employees who are subject to this collective agreement.

Implementation regulation: The university shall appoint staff from its central administration to serve as the foregoing employer's representatives, either by administrative decision or by special stipulation in the employment contract of the person concerned.

The agreement shall likewise not apply to visiting lecturers or other recipients of fees in teaching work, or to part-time hourly-paid teachers in training schools except insofar as specially agreed with respect to such staff.

Implementation regulation: This collective agreement shall not govern independent university units (e.g. the university press) with collective agreements of their own.

Section 2 Current benefits and statutory regulations

This collective agreement shall not govern benefits based on an agreement between the employer and the employee or on an administrative decision of the employer that were not based on the collective agreement for government in force until 31 December 2009 or on an appendix thereto.

Insofar as this collective agreement refers to statutory regulations, the said regulations shall form no part of this collective agreement.

Section 3 Direction and assignment of work and the right to organise

The university shall be entitled to direct and assign work, and to engage and dismiss employees.

Both sides shall enjoy the unfettered right to organise.

Section 4 Employment and trial period

Employment contracts shall generally be concluded in writing.

Employment with an interruption of no longer than 30 calendar days or one calendar month in the service of the same employer university, some other Finnish university, an equivalent research institute or a university hospital shall be deemed continuous.

A temporary employment contract may be concluded on the grounds stipulated in the Employment Contracts Act⁶ and in legislation on universities.

A trial period may be agreed in the employment contract. The trial period shall comply with the Employment Contracts Act⁷ and shall not exceed four months.

A trial period not exceeding six months may be agreed if the employer arranges special work-related training for the employee lasting for a continuous period of more than four months.

The trial period may be no longer than half of the duration of a temporary employment contract lasting for less than eight months (e.g. the trial period may not exceed 3 months in employment for 6 months).

Either party may rescind the employment contract with immediate effect during the trial period. The employment shall then expire at the end of the working day when the rescission was announced. Rescission may nevertheless not be based on the grounds referred to in subsection 1 of section 2 of chapter 2 of the Employment Contracts Act⁸ or otherwise on grounds that are inappropriate with regard to the purpose of the trial period.

Section 5 End of employment

Depending on the length of continuous employment, the following periods of notice shall be observed when the employer terminates an employment contract:

- 14 days if the employment has continued for no longer than a year,
- 1 month if the employment has continued for longer than a year but no longer than 4 years,
- 2 months if the employment has continued for longer than 4 years but no longer than 8 years,
- 4 months if the employment has continued for longer than 8 years but no longer than 12 years, and
- 6 months if the employment has continued for longer than 12 years.

The following periods of notice shall be observed when the employee terminates an employment contract:

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

⁶ *Työsopimuslaki*, no. 55 of 2001.

⁷ *Työsopimuslaki*, no. 55 of 2001.

⁸ *Työsopimuslaki*, no. 55 of 2001.

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

Termination of employment shall otherwise comply with the procedure prescribed in the Employment Contracts Act⁹.

A temporary contract shall expire with no period of notice when the agreed period or assignment ends. If the duration of the period or assignment has not been stipulated according to a calendar date, then the employer shall notify the employee without delay of the anticipated end of employment where this depends on a circumstance that is not known to the employee.

The grounds and procedure for dismissal and layoff shall be determined in accordance with the Employment Contracts Act¹⁰ and the Act on Co-operation Within Undertakings¹¹.

The layoff notice period shall be 1 month for all employees.

The employment shall end as of the date from which the employee has been granted an old-age pension from the service of the employee's own employer or a full disability pension in Finland.

Section 6 Salary and salary payment

The salary criteria and minimum salary are governed by separate provisions in the section on the salary system for universities.

The salary shall be paid into a financial institution designated by the employee, from which it shall be available to the employee for withdrawal on the due date.

If the salary payment day of an employee falls on an ordinary Saturday, Sunday or public holiday, then the salary shall be paid on the ordinary weekday immediately preceding these days.

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

All changes occurring in salary criteria during the employment shall take effect as of the start of the next calendar month or other salary payment period unless otherwise subsequently stipulated elsewhere in this agreement.

On termination of employment all salary and other remittances shall be paid into the employee's bank account on the next technically possible general salary payment day of the university.

⁹ *Työsopimuslaki*, no. 55 of 2001.

¹⁰ *Työsopimuslaki*, no. 55 of 2001.

¹¹ *Laki yhteistoiminnasta yrityksissä*, no. 334 of 2007.

Section 7 Salary payable for a period of absence

The salary payable to an employee for a period of absence shall be determined according to these regulations unless otherwise specially agreed with respect to some form of leave of absence.

The salary of a monthly paid employee shall include a salary element based on the job requirement, a salary element based on personal performance, a guaranteed salary element, or a fixed rate salary. The salary shall also include other periodic salary factors, bonuses, supplements and additional fees payable in specified monthly instalments.

The salary for regular working hours of an employee working for hourly and piecework rates shall be determined in accordance with average hourly earnings for the immediately preceding completed salary payment period.

Implementation regulation: Average hourly earnings shall denote the average hourly earnings for working hours of the immediately preceding normal salary payment period (earnings for the salary payment period / working hours completed) including any bonuses for special conditions and shift work, but excluding any increases for overtime and Sunday work.

No deduction shall be made when a training school teacher fails to take timetabled additional lessons due to absence.

Section 8 Salary for an incomplete calendar month

If salary is paid to a monthly paid employee for an incomplete calendar month, then the salary for a calendar day shall be reckoned using the number of calendar days in each month as the divisor.

The salary of an employee on hourly or piecework rates for part of a month shall be determined according to the working hours completed and the agreed hourly rate.

Section 9 Salary of part-time employees

The salary payable to a monthly-paid employee engaged in part-time work shall be the proportion of the salary for a full-time employee that corresponds to the number of hours of part-time work.

The salary of a member of a teaching and research staff who is transferred from full-time to part-time work shall be paid as a proportion of the salary of a full-time employee reckoned in accordance with the foregoing principles according to the terms and conditions of employment, or for a training school teacher according to the teaching duties.

Section 10 Travelling expenses and per diem allowances

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

If the employer has ordered an employee to travel on a Saturday or Sunday, on a weekday public holiday referred to in this collective agreement, or on one of the employee's other days off, and the time devoted solely to travelling is not less than five hours, then a per diem travelling allowance of EUR 55 shall be paid to the employee. Travelling time shall not be counted as hours of work.

No per diem travelling allowance shall be paid to employees in the managerial positions referred to in paragraph 4 of section 16 of chapter 4 of the collective agreement, or to employees who make their own decisions on the time of their work-related travel and on the working and free time arrangements pertaining to their hours of work. Neither shall compensation be payable in the event that the foregoing travelling day includes time that counts as working hours, or in the event that compensation is paid for travelling pursuant to special regulations otherwise than as stipulated in this agreement.

The employee shall use the cheapest available vehicle and mode of transportation, while having regard to any saving of time.

An employee shall be entitled to an advance payment of expenses incurred in work-related travel if the employer has not furnished the employee with a charge card or if such a card cannot be used for payment in the destination country. No advance payment of the per diem allowance shall be necessary for work-related travel lasting less than 24 hours.

Compensation for travelling expenses shall be requested by presenting a travel invoice to the employer within two months of completing the journey on pain of forfeiting the right to compensation and to any advance payment that has been made.

Additional compensation for foreign travel

If work-related travel ordered by the employer involves travelling outside of Finland, then the employer shall pay compensation for the immediately associated expenses of this travel as follows:

- 1) all travel surcharges such as airport taxes,
- 2) all charges for visas, medicines and vaccinations that are directly involved in the journey,
- 3) all essential and appropriately justified telephone and telefax expenses pertaining to work-related travel and working
- 4) safe deposit box hire charges associated with hotel accommodation, and
- 5) all other comparable mandatory charges.

Comment: The employer will have general travel insurance for work-related travel abroad, which will also include luggage insurance.

Section 11 Agreements of national labour and employer confederations

The following current agreements of national labour and employer confederations shall be observed as part of this collective agreement:

The group life insurance agreement
The recommendation on prevention of substance abuse problems, processing of matters of substance abuse and referral for treatment at workplaces
The compensatory fines protocol

The implementation of any amendments to these agreements shall be separately agreed.

Section 12 Collection of membership dues

When so authorised by an employee, the employer shall withhold from the salary payable to an employee the membership dues of an association that is a signatory to the collective agreement for universities, and of any affiliates and subordinate trade unions thereof. The employer shall credit the membership dues withheld to the bank account designated by the said association.

The association shall be required to provide the details necessary for withholding of membership dues in written form.

A certificate of the membership dues withheld shall be given to the employee for taxation purposes after the end of the calendar year or the end of the employment relationship.

Section 13 Settlement of disputes

Any dispute on the legitimacy, validity, content or scope of this agreement or on the correct interpretation of any point thereof shall be negotiated in accordance with this section.

Negotiation at work unit level

Cases of dispute shall initially be considered in negotiations between a supervisor or employer's representative and the employee and/or the shop steward or other staff representative who represents the employee.

Local grievance negotiations

If the matter cannot be settled through negotiations at work unit level, then it may be considered in local grievance negotiations between the employer's representative and the competent chief shop steward or other shop steward.

Negotiations between federations

If the matter cannot be settled through local grievance negotiations, then it may be submitted for negotiation between the competent federations that are signatories to the collective agreement.

Where so separately agreed between the federations, a point of dispute may be examined in negotiations between the federations without engaging in local grievance negotiations.

Section 14 Procedures and time limits

Local grievance negotiations and inter-federation negotiations shall be requested in writing and the request shall specify the matter to be negotiated.

Both local grievance and inter-federation negotiations shall commence within three weeks of submitting the written request unless otherwise agreed, and shall be brought to a conclusion without delay.

Inter-federation negotiations shall be requested with four months of terminating local grievance negotiations on pain of forfeiting the right to raise the matter.

The negotiations shall end on a mutually specified date, or on the day when a party thereto announces in writing that the negotiations have ended.

A record shall be kept of local grievance and inter-federation negotiations, and shall be scrutinised in the manner agreed by the parties without delay.

No action shall be brought before the Labour Court unless inter-federation negotiations on the point of dispute have concluded. Any action shall be filed at the Labour Court within four months of the date on which the record of the inter-federation negotiations was scrutinised, but no later than within six months of the end of the said negotiations under penalty of forfeiture of claims.

Section 15 Industrial peace obligation and consequences of breaching the agreement

No strike, lockout or other comparable action may be taken that is directed against any provisions of this agreement or that seeks to amend this agreement while this collective agreement remains in force.

Section 16 Protective clothing

The employer shall procure the protective clothing that must be used by the employees in their work, and shall be responsible for laundering and maintaining this clothing at locally agreed intervals.

The employee shall be furnished with special protective clothing for use in the course of work in very dirty, wet or cold conditions, which shall include such items as footwear, rubber gloves and protective or thermal overalls where necessary.

The supervisor and the employee shall jointly determine the need for protective overalls and clothing.

The employer shall defray the costs of any uniform or insignia for the employee that are expedient for designating the employee's status and duties at the workplace.

Comment: Sections 15 and 20 of the Occupational Safety and Health Act¹² govern the provision and use of personal protective equipment and appropriate working clothes for employees.

Section 17 Limitations

The collective agreement for government shall govern the expiry of the right to claim receivables arising from employment or public service before 1 January 2010.

The right to claim receivables arising from employment after 1 January 2010 shall expire in accordance with labour law provisions governing limitations.

Section 18 Duration of the agreement

The agreement shall remain in force as of 1 March 2010 until 29 February 2012, and shall continue in force thereafter for one year at a time unless written notice of its termination is served by either of the parties no later than six weeks before the said termination takes effect.

The earliest opportunity to terminate the collective agreement shall nevertheless comply with the signing minutes of 9 March 2010.

This agreement shall remain in force notwithstanding its termination until negotiations on a new collective agreement have been jointly found to have ended or until a negotiating party notifies the other parties in writing to this effect.

¹² *Työturvallisuuslaki*, no. 738 of 2002.

CHAPTER 2 REGULATIONS ON ANNUAL HOLIDAYS

Section 1 Scope

Annual holiday benefits shall be determined in accordance with the Annual Holidays Act¹³ and with this agreement.

The annual holiday regulations shall apply to persons who are subject to the working time regulations for teaching and research staff or to provisions governing training school teaching staff only in respect of holiday bonus.

Neither these regulations nor the provisions of the Annual Holidays Act¹⁴ shall in any way apply to part-time hourly-paid teachers at training schools.

Section 2 Definitions

The leave-taking period shall begin on 1 June and end on 30 September.

The holiday year shall be the calendar year during which the leave-earning year ends.

The leave-earning year shall begin on 1 April and end on 31 March.

A day of holiday shall be an ordinary weekday. For the purposes of this agreement, ordinary weekdays shall not include Saturdays, Sundays, ecclesiastical holidays, Christmas Eve, Midsummer's Eve, Finnish Independence Day (6 December) or 1 May.

A full calendar week shall expend five days of annual holiday. The same principle shall apply in periodic work. The provisions of the Annual Holidays Act¹⁵ referring to 12, 18 or 24 ordinary weekdays shall correspondingly denote 10, 15 or 20 ordinary weekdays for the purposes of this agreement.

A completed leave-earning month shall be a calendar month affording entitlement to annual holiday.

Saved leave shall denote the part of the holiday comprising days of holiday from the holiday year that is carried over to be taken later.

Section 3 Length of annual holiday and leave-earning

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

1) if the employee has worked continuously for the current employer or for another university for less than one year at the end of the leave-earning year, then the annual

¹³ *Vuosilomalaki*, no. 162 of 2005.

¹⁴ *Vuosilomalaki*, no. 162 of 2005.

¹⁵ *Vuosilomalaki*, no. 162 of 2005.

holiday earned for each completed leave-earning month shall comply with the following table:

Completed leave-earning months	1	2	3	4	5	6	7	8	9	10	11	
Number of days of holiday	2	4	6	8	10	12	14	16	18	20	22	

2) if the employee has been directly employed by the same employer, by some other Finnish university or comparable research institute, or by a university hospital for not less than one year by the end of the leave-earning year, or if the employee is entitled to twelve leave-earning months from the foregoing service relationships for the completed leave-earning year, then the employee shall be entitled to annual holiday reckoned in accordance with the following table for each completed leave-earning month of the current employment:

Completed leave-earning months	1	2	3	4	5	6	7	8	9	10	11	12
Number of days of holiday	3	5	7	10	13	16	19	21	24	26	28	30

3) if the employee has completed not less than fifteen years of service earning entitlement to annual holiday before the beginning of the leave-taking period (by 31 May), then the annual holiday entitlement for each completed leave-earning month shall be reckoned according to the following table:

Completed leave-earning months	1	2	3	4	5	6	7	8	9	10	11	12
Number of days of holiday	3	6	9	11	15	18	22	25	28	31	34	38

A person who completes the service period qualifying for extended holiday entitlement in accordance with point 3 above before the end of the holiday year (31 December) shall be granted the consequent holiday extension. The holiday extension shall be taken before 1 June of the following year.

Section 4 Calculation of 15 years' service

The calculation of 15 years' service required under point 3 of section 3 of this chapter shall include full-time service:

1. at the employing university in question
2. at another Finnish university
3. for the Finnish government, excluding time spent in conscripted or non-military service, crisis management and peacekeeping duties, or job release time other than sick leave or family leave taken in accordance with section 1 of chapter 4 of the Employment Contracts Act¹⁶
4. in duties for another employer in Finland or abroad, insofar as these duties are of material benefit for performing the employee's current duties.

¹⁶ *Työsopimuslaki*, no. 55 of 2001.

The seniority accruing from previous work experience shall be ascertained when the employment begins.

Implementation regulation: At the start of employment an employee shall give an account of any previous work experience that the employee would like to be taken into consideration when granting annual holiday benefits. Any further account affecting holiday entitlement that is subsequently provided shall be taken into consideration as of the time when this account has been submitted to the employer. An account submitted by an employee may also be taken into consideration retroactively where there is a valid reason for so doing.

Service shall denote the time when the employee has been working. A period of salaried absence from work, or a period for which benefits have been paid under the Sickness Insurance Act¹⁷, shall also be deemed to constitute time spent working.

Full-time service shall be deemed to be any work averaging no fewer than 20 hours per week or any function not covered by working time regulations in which the volume of work is not less than 50 per cent of a total work volume. A proportional share of any part-time service shall be counted according to the working hours compared to those of a corresponding full-time employee.

Section 5 Holiday entitlement on termination of employment

On termination of employment an employee who reaches the seniority required for the holidays referred to in points 2 or 3 of section 3 before the employment ends shall enjoy annual holiday or holiday compensation for the current leave-earning year reckoned in accordance with the said points.

Section 6 Time equivalent to working

In addition to the provisions of section 7 of the Annual Holidays Act¹⁸, any days for which the employer has paid salary or compensation for lost earnings under this collective agreement (trade union training, staff training, time off in lieu of holiday bonus, time off in lieu of overtime compensation, working time bank time off etc.) shall be deemed equivalent to working.

Comment: A period of absence due to a work-related accident or occupational illness shall be deemed equivalent to working time when reckoning annual holiday benefits for no longer than 365 calendar days.

Section 7 Use of days of annual holiday in part-time work

In part-time work the number of days of holiday used shall correspond to the number of ordinary weekdays in the reference period, except where work is done with regularly reduced daily working hours, and the employee is on holiday for all of the working days in the reference period.

¹⁷ *Sairausvakuutuslaki*, no. 1224 of 2004.

¹⁸ *Vuosilomalaki*, no. 162 of 2005.

Section 8 Annual holiday salary of monthly paid employees

An employee shall be paid normal monthly salary under the employment contract for a period of holiday in accordance with section 7 of chapter 1 of the collective agreement, together with an annual holiday supplement.

The annual holiday supplement for each day of annual holiday shall be 1/250 of the total bonuses, supplements and additional fees referred to below that were paid or fell due for payment in the preceding leave-earning year.

- Holiday eve bonus
- Call-out pay
- Evening work bonus
- Saturday bonus
- Sunday bonus
- Standby compensation
- Night work bonus
- Shop steward and co-operation bonus
- Shop steward fee (deputy staff representative)
- Labour protection delegate fee (deputy labour protection delegate)

Section 9 Payment of annual holiday salary to monthly paid employees

The annual holiday salary shall be paid to an employee on the customary salary payment day.

The annual holiday supplement shall be paid with the salary for June or July.

Section 10 Annual holiday salary of employees paid otherwise than monthly

The annual holiday pay of an employee on hourly or piecework rates for whom a completed leave-earning month is determined under subsection 1 of section 6 of the Annual Holidays Act¹⁹ (i.e. 14 working days per calendar month) shall be 10 per cent or, after the employment has continued for not less than one year by the end of the leave-earning year preceding the leave-taking period, 12.5 per cent of all salary that has been paid or has fallen due for payment for working time during the leave-earning year.

The annual holiday salary of employees other than the foregoing shall be reckoned according to section 12 of the Annual Holidays Act²⁰.

The salary referred to in this section shall be paid with the salary payment for June when the employment continues. If the employment comes to an end, then the said salary shall be paid with the salary payment for the final month of employment.

¹⁹ *Vuosilomalaki*, no. 162 of 2005.

²⁰ *Vuosilomalaki*, no. 162 of 2005.

Section 11 Determination of annual holiday compensation

The annual holiday compensation of a monthly paid employee per day of annual holiday shall be 1/21 of the salary payable under section 7 of chapter 1 of this collective agreement. The annual holiday supplement referred to in paragraph 2 of section 8 shall also be paid.

The annual holiday compensation of employees paid otherwise than monthly shall be the same as the annual holiday salary stipulated in section 10.

Section 12 Determination of annual holiday compensation in certain special cases

Annual holiday compensation for holiday that has been deferred owing to incapacity to work shall be determined as follows:

- 1) if it has not been possible, during the same calendar year following a leave-taking period, to grant annual holiday that was designated for the said leave-taking period but that was deferred owing to incapacity to work, and the said annual holiday has not been held over until the next year, then annual holiday compensation shall be determined in accordance with the salary for December, and
- 2) if it has not been possible, by the end of the next calendar year, to allow annual holiday granted outside of the leave-taking period that was deferred until the next calendar year owing to incapacity to work, then annual holiday compensation shall be determined in accordance with the salary for December of the said next calendar year.

Section 13 Saved leave

The system of saved leave shall be governed by section 27 of the Annual Holidays Act²¹ and by the following regulations.

Use of saved leave shall require a written agreement concluded between the employer and the employee. This agreement shall specify the maximum number of days that can be saved and the date by which the saved leave must be taken.

Any annual holiday exceeding 15 days may be saved. An employee shall nevertheless be entitled to save the portion of annual holiday exceeding 20 days if this causes no significant harm to the operations of the university.

The deferral of days of holiday as saved leave shall be agreed by no later than the time at which the employee is given an opportunity to express a view on the time of the holiday.

Saved leave shall be taken at a separately agreed time. If no agreement can be reached on the time of saved leave, then the employee shall announce the time when the saved leave shall be taken no later than four months before the saved leave begins. Saved leave shall be granted in full days unless otherwise agreed. Saved leave shall be

²¹ *Vuosilomalaki*, no. 162 of 2005.

granted within no more than 5 years of the end of the holiday year from which the leave was saved from annual holiday.

Compensation for any saved leave that has not been taken before the end of employment shall be payable in accordance with the regulations governing holiday compensation.

Section 14 Right to holiday bonus

When an employee is entitled to holiday pay or holiday compensation, then holiday bonus shall also be payable in accordance with the following regulation:

Holiday bonus shall be paid with the salary for July. Holiday bonus shall be determined according to the salary for the duties of the employee concerned in June.

In the event of any alternative agreement on the time of payment of holiday bonus, the said bonus shall be determined according to the salary for the month immediately preceding the month of payment. If the employee concerned is on job release in June or in some other month in the foregoing manner, then holiday bonus shall be determined in accordance with the salary that would have been paid to the employee if the employee had been working.

Holiday bonus shall be paid at the end of employment for all days of holiday earned by the employee up to the time when the employment ends for which the employee has received no holiday bonus.

An employee beginning part-time retirement shall be paid holiday bonus for all days of holiday earned by the employee up to the time of part-time retirement for which the employee has received no holiday bonus. The holiday bonus shall be determined according to the salary for duties immediately prior to the time of part-time retirement.

An employee who qualifies for the extended holiday referred to in point 3 of section 3 before the end of the holiday year shall also be entitled to holiday bonus with respect to these additional days of holiday.

No holiday bonus shall be paid to an employee who fails to complete any leave-earning months.

Section 15 Holiday bonus payable

The holiday bonus of a monthly paid employee shall be

4 per cent in the cases referred to in point 1 of section 3,
5 per cent in the cases referred to in point 2 of section 3, and
6 per cent in the cases referred to in point 3 of section 3

of the salary for the month immediately preceding the month of payment of holiday bonus multiplied by the number of completed leave-earning months.

Implementation regulation: The basis for holiday bonus shall be the salary according to section 7 of chapter 1.

The holiday bonus of employees who are paid in other ways shall be 50 per cent of their annual holiday pay under section 10.

A person falling within the scope of the total working time system for teaching and research staff shall be paid holiday bonus for the number of days of annual holiday for which the person concerned would qualify under this agreement.

A full-time hourly teacher in a training school shall nevertheless be entitled to no more than the holiday bonus reckoned according to the number of hours corresponding to the teaching duties of the job in question on the same criteria as a person in full-time duties as a teacher.

Section 16 Exchange of holiday bonus for time off

The exchange of holiday bonus for time off may be agreed between the employer and the employee by no later than the end of April of the year of payment of holiday bonus.

The duration of time off shall be determined by deducting 4.4 per cent of the monthly salary from the holiday bonus for each working day that is exchanged for time off.

The time off shall be granted during the year of payment of the holiday bonus or the next calendar year. Holiday bonus may be converted back into cash if some pressing reason prevents use of the time off, for example where the employee so requests on account of illness.

Section 17 Postponement of annual holiday

An employee shall be entitled to postpone any annual holiday that coincides with the family leave referred to in section 1 of chapter 4 of the Employment Contracts Act²² on the same grounds as the employee's right to postpone annual holiday pursuant to section 25 of the Annual Holidays Act²³.

²² *Työsopimuslaki*, no. 55 of 2001.

²³ *Vuosilomalaki*, no. 162 of 2005.

CHAPTER 3 ABSENCES

Section 1 Sick leave salary supplement for monthly paid employees

In addition to the salary referred to in section 7 of chapter 1 of this collective agreement, a monthly paid employee shall be paid a sick leave salary supplement for the duration of paid sick leave. For each calendar day of sick leave this bonus shall be 1/365 of the total bonuses, supplements and additional fees referred to below that were paid in the preceding leave-earning year.

Bonuses, supplements and additional fees qualifying for inclusion in sick leave salary supplement:

- Holiday eve bonus
- Call-out pay
- Evening work bonus
- Saturday bonus
- Shop steward fee (deputy shop steward)
- Sunday bonus
- Labour protection delegate fee (deputy labour protection delegate)
- Standby compensation
- Shift work bonus
- Night work bonus

Implementation regulation:

The supplement shall also be payable together with salary for the following absences:

- *maternity and temporary child care leave and rehabilitation*
- *incapacity to work caused by accident, occupational illness or violence*
- *if the employer has prevented the person from working due to illness*
- *in the cases referred to in section 20 of this chapter*

Section 2 Assignment of per diem allowance to the employer

For the period of paid sick leave, maternity and parental leave, the entitlement to per diem, maternity and paternity allowance under the Sickness Insurance Act²⁴ shall be assigned to the employer insofar as the said per diem allowance does not exceed the salary paid to the employee for the same period.

The right of staff who are not entitled to annual holiday to a per diem allowance under the Sickness Insurance Act shall not be assigned to the employer for the period known as *calculated annual holiday* beginning on 16 June.

At other times, when teaching work at training schools has been discontinued due to holidays, the per diem allowance or the foregoing compensation shall be paid to the

²⁴ *Sairausvakuutuslaki*, no. 1224 of 2004.

employer if the employee was entitled to a per diem allowance or other compensation but did not apply for leave owing to incapacity to work.

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

If the employee receives some other per diem allowance or comparable compensation due to incapacity to work, either by law or on the basis of some insurance financed by the employer, then the right to compensation or to per diem allowance for the period of illness shall be assigned to the employer insofar as the said per diem allowance does not exceed the salary received by the employee for the same period.

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

ABSENCES DUE TO ILLNESS

Section 3 Right to sick leave

An employee shall be entitled to be absent from work when prevented from performing duties due to a verified illness, disorder or injury.

Section 4 Employee's duty to notify

An employee who is prevented from working for the foregoing reasons shall be required to notify the employer thereof without delay, and to give an estimate of when the impediment to working will end.

The employee shall present a medical certificate or other account of the incapacity to work that is accepted by the employer. If the employee is attended by a medical practitioner designated by the employer, then the employer shall defray the costs of procuring the medical certificate.

Implementation regulation: During an epidemic, or when adequate physician services are not available, an occupational health nurse or other nurse may, in lieu of a medical practitioner, conduct an examination and issue a certificate of sick leave for no longer than three days at a time. The said certificate may only be extended by the same nurse.

Section 5 Length of paid sick leave period

The paid sick leave period shall be determined as follows:

Duration of employment	Maximum length of paid period
Under 1 month	1+9 ordinary weekdays at 50 per cent of salary
1 month – under 1 year	40 calendar days a year and thereafter 75 per cent salary, however, for no longer than a total of 365 calendar days
1 year – under 5 years	50 calendar days a year and thereafter 75 per cent salary, however, for no longer than a total of 365 calendar days
5 years –	60 calendar days a year and thereafter 75 per cent salary, however, for no longer than a total of 365 calendar days

If the incapacity to work continues without interruption beyond the end of the year, then sick leave salary shall be paid on the same grounds for the entire period of sick leave.

An employee shall be entitled to a single continuous period of sick leave not exceeding 365 paid days. The absence shall be deemed continuous in the event of any relapse occurring before the employee has been working for at least 16 days. The period of employer's liability for sick leave salary shall be reckoned as for a single continuous period of illness in such cases.

Example: A person has been absent due to illness and returns to work on 12 March 2010. This means that Thursday 1 April 2010 (Maundy Thursday) is the employee's 15th day at work. Following the Easter holidays the employee is absent from work in the following week, e.g. due to annual holiday or temporary child care leave (Tuesday 6 April – Friday 9 April). This means that Monday 12 April 2010 is the employee's 16th day at work.

The days known as *calculated annual holiday* shall not count towards the paid periods of 40, 50, 60 and 90 calendar days referred to in sections 5, 8 and 9 of this chapter for an employee who is not covered by the annual holiday regulations of this collective agreement, but the period of *calculated annual holiday* shall be included in the maximum period of 365 calendar days.

The seniority accrued by 31 December 2009 to employees who were working for the university on the said date and whose employment with the same university has continued without interruption shall be credited in full.

If an employee transfers to the university from service at another university or at a comparable research institute or university hospital, then the foregoing previous work experience shall be included when calculating the duration of employment for the purpose of the period of paid sick leave.

Comment: The regulation in paragraph 2 of section 4 of chapter 1 governing interruption of employment shall apply when determining the duration of employment.

No right to sick leave salary shall arise, or sick leave salary may be reduced, if the employee has, either individually or with the help of others, intentionally caused an illness, disorder or injury or prevented healing thereof. The same shall apply when the employee has substantially contributed to the onset of illness through gross carelessness.

Implementation regulation: If an employee falls ill during a working day, then the employee shall be paid the working salary for the said day and payment of sick leave salary shall begin from the first full day of sick leave.

The foregoing maximum duration of the paid period shall not depend on whether the cause of the continuous absence is one or more illnesses, disorders or injuries.

Entitlement to paid sick leave shall be determined in accordance with the decision on the per diem allowance.

Example 1:

The employee's employment has continued for longer than 5 years and the sick leave is continuous and lasts for longer than one year, e.g. from 1 June 2010 to 31 August 2011:

1 June 2010 – 30 July 2010	31 July 2010 – 31 May 2011	1 June 2011 – 31 August 2011
60 days at 100 per cent	305 days at 75 per cent	Employer has no duty to pay salary

Example 2:

The employee's employment has continued for longer than 5 years and the employee has several periods of sick leave, of which the last is continuing for the time being as follows:

- 2 December 2011 – 29 February 2012
- 1 May 2012 – for the time being (beyond the end of 2012)

2 December 2011– 31 December 2011	1 January 2012 - 30 January 2012	31 January 2012 - 29 February 2012	Working	1 May 2012 -30 May 2012	31 May 2012 – 1 March 2013	2 March 2013-
30 days at 100 per cent	30 days at 100 per cent	30 days at 75 per cent		30 days at 100 per cent	275 days at 75 per cent	No salary paid

Example 3:

The employee's employment has continued for longer than 5 years and the employee has several periods of sick leave, of which the last is continuing for the time being as follows:

- 2 December 2011 – 29 February 2012
- 1 May 2012 – 9 June 2012
- 1 September 2012 – for the time being (beyond the end of 2012)

2 December 2011 –31 December 2011	1 January 2012 - 30 January 2012	31 January 2012 - 29 February 2012	Working	1 May 2012 -30 May 2012	31 May 2012 -9 June 2012	Working	1 September 2012 – 23 May 2013	24 May 2013 -
30 days at 100 per cent	30 days at 100 per cent	30 days at 75 per cent		30 days at 100 per cent	10 days at 75 per cent		265 days at 75 per cent	No salary paid

Section 6 Partial sick leave

The right of an employee to part-time sick leave and partial sickness benefit, and the temporary part-time employment contract upon which the said right is based are governed by the Employment Contracts Act²⁵ and by the Sickness Insurance Act²⁶.

The employee shall be paid the proportion of the salary for a full-time employee that corresponds to the number of hours of part-time work.

Sick leave salary shall also be paid for a period of partial sick leave so that, reckoned together with the foregoing salary for part-time work and partial sickness benefit, it totals 86 per cent of the salary constituting the basis for the salary payable for sick leave at the time when the employee's partial sick leave begins.

A period of partial sick leave shall not interrupt continuous full sick leave, but instead reckoning of sick leave salary of a person returning to sick leave from partial sick leave shall continue from the situation of the person concerned at the onset of partial sick leave.

A period of part-time work shall not count towards a period of sick leave, nor shall it have any bearing when reckoning sick leave salary.

Partial sick leave shall not affect the grounds for determining holiday bonus, and so this shall be paid on the basis of the salary for full-time work.

If a person takes annual holiday or holiday bonus leave during partial sick leave, then salary shall be paid for the said period at the rate for full-time employment.

Comment: Pursuant to the Sickness Insurance Act²⁷, partial sick leave may be agreed for a period of 12 – 72 ordinary weekdays. The part-time work may be 40 – 60 per cent of the working hours of the full-time job in question.

Example: The salary forming the basis for the partial sick leave salary of an employee is EUR 2,900. Under the arrangement referred to in the agreement, the said employee's working hours are 40 per cent of full-time work, so the salary payable is EUR 1,160. The employee receives EUR 1,015 in partial sickness benefit. Sick leave salary of EUR 319 is paid, making up a monthly total of EUR 2,494 received, which is 86 per cent of the foregoing base salary of EUR 2,900.

Section 7 Illness of an employee during partial sick leave

If an employee temporarily falls ill during the period of partial sickness benefit, the illness lasts for no longer than the day when the employee falls ill and the following nine ordinary weekdays, and the employee then returns to part-time work, then the

²⁵ Työsopimuslaki, no. 55 of 2001.

²⁶ Sairausvakuutuslaki, no. 1224 of 2004, as amended by Act no. 459 of 2006.

²⁷ Sairausvakuutuslaki, no. 1224 of 2004.

employee shall be entitled to salary for the period of temporary illness in accordance with paragraph 3 of section 6.

If the employee's illness lasts for longer than the foregoing period of temporary illness, then the employee shall be transferred to full-time sick leave for the remaining period of eligibility for partial sickness benefit, and the employee's salary shall be determined in accordance with the regulations governing sick leave salary.

Section 8 Work-related accident and occupational illness

If the cause of incapacity to work is a work-related accident or occupational illness that has occurred in the course of the employee's duties, then salary for the time of absence shall be paid in accordance with section 7 of chapter 1 and section 1 of chapter 3 for a period of 90 calendar days.

Minuted Note: Based on the employer's statutory work-related accident insurance, the employee is entitled to the foregoing statutory per diem allowance arising from a work-related accident or occupational illness for no longer than one year.

If the employee's salary exceeds the compensation paid under the Employment Accidents Insurance Act²⁸, then the employer shall compensate the employee for the shortfall.

Section 9 Incapacity to work caused by violence

An employee who has lost the capacity to work owing to work-related violence shall be paid salary for sick leave arising on account of the said incapacity in accordance with section 7 of chapter 1 for a period of 360 days. Salary at a rate of 75 per cent shall also be paid for a further 180 days if the employee has applied for disability pension or cash rehabilitation benefit within eight months of the onset of incapacity to work.

Section 10 Compatibility of sick leave remunerations

The remunerations referred to in sections 5–9 above shall be mutually independent.

Section 11 Infectious diseases and voluntary residential care of intoxicant abusers

The employee shall be entitled to sick leave salary in accordance with section 7 of chapter 1 and section 1 of chapter 3 when the employee is ordered to refrain from gainful employment pursuant to subsection 2 of section 16 of the Communicable Diseases Act²⁹, or is isolated pursuant to section 17 of the said Act, and when an employee suffering from intoxicant abuse has voluntarily sought residential care after agreeing on such care with the employer.

²⁸ *Tapaturmavakuutuslaki*, no. 608 of 1948.

²⁹ *Tartuntatautilaki*, no. 583 of 1986, as amended by Act no. 989 of 2006.

Section 12 Salary when an employee is prevented from working due to illness

An employee who cannot be permitted to attend to his or her duties due to an incapacity to work arising from an illness, disorder or injury that substantially impairs the performance of such duties shall be entitled to sick leave salary for a period of absence in accordance with section 5.

Implementation regulation: An employee who is evidently unwell shall be referred for examination by a physician unless there is a prior report on the illness.

Section 13 Salary during rehabilitation

Salary shall be paid to an employee in accordance with the conditions and regulations governing sick leave salary for any period of medical rehabilitation, rehabilitation examinations and rehabilitation investigations that is essential to restore the employee's working capacity.

No salary shall be payable when the rehabilitee receives cash rehabilitation benefit.

If a person is unfit for work when rehabilitation begins and the said unfitness continues when rehabilitation ends, then the said rehabilitation shall not interrupt the continuity of illness. A period of rehabilitation shall not be counted when determining the maximum period of paid sick leave if no salary was paid for the said period of rehabilitation.

Section 14 Visits to a medical practitioner and health inspections and examinations

An employee shall be required to furnish the employer on request with details pertaining to the health conditions for discharging the employee's duties. The employee may also be ordered to attend inspections and examinations performed in order to ascertain the employee's state of health if this is necessary in order to ascertain the conditions for discharging those duties.

The employee shall be compensated for all essential expenses incurred in attending inspections and examinations ordered by the employer.

Job release shall be granted for the purpose of participating in health inspections and examinations ordered by the employer. The time spent shall be counted as working time and compensation for lost earnings shall be paid in this respect. This shall also apply to inspections and examinations that are conducted outside of regular working hours under the employee's schedule of work shifts.

Job release shall be granted for the purpose of participating in prenatal medical examinations in the event that these examinations must be arranged during working hours. Compensation shall be paid for lost earnings with respect to the said job release, but it shall not be counted as working time.

Job release shall be granted for the purpose of visits to a medical practitioner. The time spent shall not be counted as working hours, but reassignment of the said working time shall be avoided.

FAMILY LEAVES

Section 15 Paid maternity, paternity and adoptive parental leave

An employee who is entitled to maternity leave under the Sickness Insurance Act³⁰ shall receive salary in accordance with section 7 of chapter 1 and section 1 of this chapter for a period of 72 ordinary weekdays reckoned from the onset of maternity leave.

An employee who is entitled to paternity leave under the Sickness Insurance Act³¹ shall receive salary in accordance with section 7 of chapter 1 and section 1 of this chapter for a period of 6 ordinary weekdays reckoned from the beginning of paternity leave.

Salary shall be paid to an adoptive parent for 72 ordinary weekdays reckoned from the start of the period of eligibility for parental allowance in accordance with the criteria referred to in paragraph 1 of this section. If the adoptive parents share the said parental allowance, then the salary referred to herein shall be paid to only one of them at a time, and for a total of no more than 72 ordinary weekdays reckoned from the beginning of the period of eligibility for parental allowance.

No salary shall be paid for maternity, paternity or parental leave exceeding this duration.

A mother's new pregnancy and confinement during child care leave shall constitute a justified reason for discontinuing such leave.

Implementation regulation: The start of maternity leave must be announced before the intended beginning of the said leave, pursuant to section 3 a of chapter 4 of the Employment Contracts Act³².

Section 16 Temporary child care leave

An employee shall be entitled to temporary child care leave for not more than four working days at a time in the event of any sudden illness of the employee's child who is under ten years of age, or who is handicapped or chronically ill, or of another such child living permanently in the employee's home, in order to care for the child or to arrange such care. A parent not living in the same household as the child shall have the same entitlement. The persons entitled to temporary child care leave may take such leave during the same calendar period, but not at the same time.

³⁰ *Sairausvakuutuslaki*, no. 1224 of 2004.

³¹ *Sairausvakuutuslaki*, no. 1224 of 2004.

³² *Työsopimuslaki*, no. 55 of 2001.

The employee shall notify the employer of temporary child care leave and of its estimated duration at the earliest opportunity. At the employer's request the employee shall provide a reliable account of the grounds for taking temporary child care leave.

Implementation regulation: An employee shall not be entitled to temporary child care leave if the other parent is at home, unless the said parent is tied to an activity that prevents attention to the everyday needs of the child or is otherwise unable to care for the child. The parents may take a total of no more than four working days of temporary child care leave for each particular case of child illness. This means that one possible way to share temporary child care leave, should this be expedient for the working arrangements of the parents, is by arranging for one parent to take care of the child in the morning while the other parent continues this care in the afternoon of the same day.

The entitlement to leave arises for each individual child and case of illness. A new period of temporary child care leave may be taken in the event that another child falls ill or the same child contracts another illness. The child's illness shall be verified in the same way as an illness of the employee. The employee shall also provide an account where required indicating that the child's parents have each taken temporary child care leave one at a time.

This section shall not apply to ordinary care arising from an injury or illness of a child who is disabled or chronically ill. The agreed provisions on temporary child care leave shall nevertheless also apply to a sudden onset of an illness such as a common cold affecting a child under 16 years of age who is disabled or chronically ill.

Section 17 Eligibility for salary during temporary child care leave

Salary shall be paid to an employee for no longer than four working days of temporary child care leave. The salary shall be paid in accordance with section 7 of chapter 1 and section 1 of this chapter. It shall be a condition of payment of salary for the period of absence referred to in this section that the absence was essential in order to care for the child or to arrange such care. It shall also be a condition of eligibility for salary that both parents are gainfully employed or that the person concerned is a single parent, and that the child's illness is certified in a manner corresponding to the certification required for illness of the employee.

Implementation regulation: A person who permanently lives separately from a married spouse and a person whose married spouse is prevented from caring for the child owing to residence in another locality for military service or reserve military training, illness, travel, work or studies or some other similar compelling reason shall also be deemed a single parent.

The references to the basis for sick leave salary mean that an employee shall be entitled to paid leave of absence on the basis of this section after a waiting period of one month.

Comment: Sick leave salary supplement shall be paid to an employee for the period of temporary child care leave.

Example 1:

When Saturday and Sunday are days off for an employee, paid temporary child care leave may last from Friday to Wednesday, as the said two days off are not counted when reckoning four paid working days.

Section 18 Serious illness of a child

After reaching prior agreement on such absence with the employer, an employee whose child suffers from a serious illness of the kind referred to in chapter 10 of the Sickness Insurance Act³³ and section 4 of chapter 1 of the Decree of the Council of State on implementation of the Sickness Insurance Act³⁴ shall be entitled to unpaid job release in order to participate in the treatment, rehabilitation, care guidance, adaptation training or other rehabilitation activities of the child referred to in section 2 of chapter 10 of the Sickness Insurance Act.

Section 19 Absence for compelling family reasons

An employee shall be entitled to temporary unpaid leave of absence from work enabling essential personal attendance for unforeseen and compelling reasons arising from an illness or accident that has befallen the employee's family.

The employee must notify the employer of the said absence and of its cause at the earliest opportunity. At the employer's request the employee shall provide a reliable account of the grounds for the said absence.

Implementation regulation: There is no exhaustive way to define the concept of family as used in this provision. In addition to persons living as a family in the same household, this notion of family shall include such individuals as their near relatives in ascending and descending line.

This means that an employee shall be entitled to temporary unpaid leave of absence from work, for example, in order to care for a parent, grandparent or grandchild, or the same relatives of a spouse.

OTHER ABSENCES

Section 20 Anniversaries and absences pertaining to close relatives

If a working day of an employee coincides with the employee's 50th or 60th birthday, wedding day, partnership registration day, funeral of a close relative, no more than one day arising from the death of a family member, and – provided that the absence is

³³ *Sairausvakuutuslaki*, no. 1224 of 2004.

³⁴ *Valtioneuvoston asetus sairausvakuutuslain täytäntöönpanosta*, no. 1335 of 2004.

essential in order to care for a sick person or to arrange such care – a day of illness of a family member other than a child under ten years of age or a disabled child, or conscription day, then the said day shall be a day off work with pay.

Salary shall be paid for the day of absence in accordance with the principles agreed for payment of sick leave salary in section 7 of chapter 1 and section 1 of chapter 3.

Implementation regulation: A close relative shall denote the employee's married spouse and children and the children of the said spouse, the employee's parents or the parents of the said spouse, and the employee's siblings.

A family member shall denote the employee's married spouse and children and the children of the said spouse living in the same household. An adopted child and foster child shall also be deemed a child covered by the foregoing regulation.

The foregoing provisions governing a married spouse shall also apply to a common-law spouse and to a partner under the Act on Registered Partnerships³⁵.

Section 21 Staff training

An employee participating during working hours in staff training arranged or commissioned by the employer shall be paid salary for the working time in accordance with section 7 of chapter 1 without deductions.

No deduction for timetabled additional lessons not taken, or for the fee of a principal or deputy principal, shall be made from the salary of an employee paid under the salary system for training school teaching staff when participating in supplementary training ordered by the employer. A full-time hourly teacher shall be paid according to the actual (timetabled) lessons for this period.

Section 22 National defence and crisis management training

An employee who participates in reserve military training, in a national defence course, or in civil defence training pursuant to subsections 2 and 3 of section 16 of the Rescue Act³⁶ shall be paid salary in accordance with section 7 of chapter 1 minus any reservist pay or corresponding compensation paid.

An employee called up for military reserve training, who is not paid reservist pay under section 4 of the Act on salary payable to a person liable for military service for a period of non-regular service³⁷ shall likewise not be eligible for the salary referred to above.

³⁵ *Laki rekisteröidystä parisuhteesta*, no. 950 of 2001.

³⁶ *Pelastuslaki*, no 468 of 2003.

³⁷ *Laki asevelvolliselle muulta kuin vakinaisen väen palvelusajalta suoritettavasta palkkauksesta*, no. 294 of 1953.

Notwithstanding the foregoing, the employee shall nevertheless be entitled to full salary for the period of annual holiday.

An employee who is not entitled to annual holiday pursuant to provisions or regulations shall nevertheless be entitled to full salary for any period of interruption in school operations. No deduction for timetabled additional lessons not taken, or for the fee of a principal or deputy principal, shall be made from the salary of a teacher paid under the salary system for training school teachers. A full-time hourly teacher paid under the foregoing salary system shall be paid according to the actual (timetabled) lessons for this period.

Section 23 Meetings of staff organisations

Salary shall be paid in accordance with section 7 of chapter 1 to an employee who has been granted job release on participating in meetings of the supreme executive organs of the Central Organisation of Finnish Trade Unions – SAK, the Trade Union for the Public and Welfare Sectors – JHL, the Confederation of Unions for Professional and Managerial Staff in Finland – Akava, the Negotiation Organisation for Public Sector Professionals – JUKO, the Finnish Confederation of Professionals – STTK, and the Federation of Salaried Employees – Pardia, or in meetings of the executive organs and board of an organisation that is affiliated to JHL, JUKO or Pardia.

Section 24 Attendance to local government fiduciary duties or service as a lay member of a District Court

No salary shall be payable to an employee who has been temporarily released from work in order attend to fiduciary duties in local government or to serve as a lay member of a District Court for the said period of release.

CHAPTER 4
WORKING TIME REGULATIONS OF THE COLLECTIVE AGREEMENT FOR
UNIVERSITIES
(changes to previous working time arrangements take effect on 1 August 2010)

Employees other than teaching and research staff falling within the scope of the total working time system and teaching staff in training schools

Section 1 Regular working hours

Regular working hours shall average not more than 7 hours and 15 minutes per day, and 36 hours and 15 minutes per week.

Regular working hours may also be arranged with no more than 9 hours per day and 45 hours per week.

Regular working hours may be arranged with no more than 10 hours per day and 50 hours per week by local agreement.

Hours of work shall be balanced to the maximum average referred to in paragraph 1 over a period not exceeding 12 weeks (or 26 weeks by local agreement).

Annual holidays and other days off shall be deemed to correspond to daily working time of 7 hours and 15 minutes and weekly working time of 36 hours and 15 minutes. Any balancing of working time required by the current averaging period shall be implemented during time spent at work.

Efforts shall be made when scheduling work shifts to avoid needlessly short shifts and division of shifts.

Section 2 Periodic work

In addition to the jobs and workplaces referred to in section 7 of the Working Hours Act³⁸, and where necessary for smooth working arrangements and locally agreed in accordance with section 2 of the regulations of this collective agreement governing local bargaining, periodic work may also be used in lieu of the regular working hours referred to in section 1 of this chapter.

Comment: The Veterinary Teaching Hospital of the University of Helsinki is a hospital or other corresponding institution in the sense of paragraph 2 of subsection 1 of section 7 of the Working Hours Act.

Hours of work in periodic work shall average no more than 108 hours and 45 minutes over a work period comprising two consecutive periods of three weeks (totalling 2 x 3 weeks). Working time may nevertheless not exceed 117 hours in the work period.

The hours of work may also be arranged to average no more than 72 hours and 30 minutes over a work period comprising three consecutive periods of two weeks

³⁸ *Työaikalaki*, no. 605 of 1996.

(totalling 3 x 2 weeks). Working time may nevertheless not exceed 80 hours in the work period.

Section 3 Flexible working hours

Pursuant to section 13 of the Working Hours Act³⁹, an agreement may be made in universities to adopt flexible working hour systems that are expedient for their operations, notwithstanding the daily flexible time and the maximum accruals of working time shortfall and excess stipulated in the said Act.

Under the flexible working hours system employees shall manage their own balancing of working hours within the reference period specified by the system. Any time off taken as full work shifts shall be agreed with the employer.

Section 4 Daily rest period and breaks

Under section 28 of the Working Hours Act⁴⁰, an employee must be given a regular rest period of not less than one hour during a work shift, during which the employee shall be free to vacate the workplace. The employer and the employee may agree on a shorter rest period, which shall nevertheless be at least 30 minutes.

An opportunity to take a meal during working hours may be arranged in lieu of the rest period in periodic work and during night work and shift work.

The provisions of the foregoing paragraphs 1 and 2 shall also govern part-time work when the daily working time exceeds six hours. Otherwise the daily rest periods in part-time work shall be determined where necessary in the course of other scheduling of working time.

When overtime occurs in periodic work the employee shall also be given a 15-minute break to be counted as working time immediately after the end of regular working hours, and an opportunity to take a meal at the most suitable intervals, which shall not exceed four hours.

Section 5 Maximum overtime

The overtime work referred to in subsection 2 of section 17 of the Working Hours Act⁴¹ may be done for no more than 250 hours during a period equal to one calendar year.

Section 6 Overtime and additional work

Additional work is any work not constituting overtime that is done at the request of a supervisor in addition to the regular working hours referred to in section 1, to part-time working hours, and to working hours that have been reduced in accordance with paragraphs 1 and 2 of section 17.

³⁹ *Työaikalaki*, no. 605 of 1996.

⁴⁰ *Työaikalaki*, no. 605 of 1996.

⁴¹ *Työaikalaki*, no. 605 of 1996.

Overtime is any work done at the request of a supervisor in addition to 7 hours and 39 minutes per day and 38 hours and 15 minutes per week, and to regular working hours in periodic work.

Notwithstanding the provisions of the foregoing paragraph 2, overtime in weeks when New Year's Day, Finnish Independence Day (6 December) or 1 May fall on a day other than Saturday or Sunday shall be any work done in addition to 30 hours and 15 minutes, and in addition to 106 hours and 45 minutes in a 3-week period, and 71 hours and 10 minutes in a 2-week period in periodic work.

Overtime for a part-time employee shall be any work done at a supervisor's request that exceeds the maximum daily or weekly working hours referred to in paragraph 2.

Implementation regulation: Attention shall be paid when offering additional work to a part-time retired employee or to an employee on partial disability pension to the terms and conditions of the partial pension and to the impact of earnings from working on the pension payable.

Section 7 Compensation for additional work (examples added to preserve 2 hours per week of additional work)

Compensation for additional working hours shall be granted as equal corresponding time off in lieu in a manner that does not disrupt the operations of the university. Efforts shall be made to grant time off in full working days. The time off shall be granted by no later than the end of the calendar month next following the month in which the additional work was done unless an agreement has been reached to grant the said time off at a later date, for example at the time of annual holidays or some other time off.

If the time off cannot be granted in the foregoing manner, then cash compensation shall be paid for the additional hours at the basic hourly salary rate.

Compensation shall be paid for additional hours in periodic work at the basic hourly salary rate, or corresponding equal time off in lieu shall be granted where separately agreed.

Comment: Granting of time off in lieu in compensation for additional work in periodic work shall comply with section 23 of the Working Hours Act⁴².

⁴² *Työaikalaki*, no. 605 of 1996.

Section 8 Overtime compensation

Daily overtime

Compensation for daily overtime shall be 50 per cent of the basic hourly salary (“time and a half”) for the first two working hours and 100 per cent (“double time”) for subsequent working hours.

Hours of daily overtime shall not be included when reckoning compensation for weekly overtime.

Weekly overtime

Weekly overtime compensation shall be 50 per cent of the basic hourly salary (“time and a half”) for the first 7 hours and 39 minutes, and 100 per cent (“double time”) for all subsequent working hours in the week, even if these hours are also daily overtime.

Weekly overtime in periodic work

Compensation for overtime in periodic work shall be 50 per cent of the basic hourly salary (“time and a half”) for the first 18 working hours and 100 per cent (“double time”) for subsequent working hours. If work periods of two weeks are applied in periodic work, then compensation for overtime shall be 50 per cent of the basic hourly salary (“time and a half”) for the first 12 working hours and 100 per cent (“double time”) for subsequent working hours.

Overtime in weeks including a weekday public holiday

Notwithstanding the foregoing, overtime compensation of 50 per cent of the basic hourly salary (“time and a half”) shall be paid for the first 16 working hours of weekly overtime and for the first 26 working hours of overtime in periodic work in weeks or work periods when New Year’s Day, Finnish Independence Day (6 December) or 1 May fall on a day other than Saturday or Sunday. If work periods of two weeks are applied in periodic work, then compensation for overtime shall be 50 per cent of the basic hourly salary (“time and a half”) for the first 20 working hours and 100 per cent (“double time”) for subsequent working hours.

Section 9 Exchange of overtime compensation for time off

An agreement may be concluded to exchange overtime compensation for corresponding time off during the employee’s regular working hours.

Section 10 Shift work and night shifts in periodic work

There is no need for shift changes to be regular in shift work, but shifts shall be changed at intervals that are decided in advance.

The employer has the authority to allocate and schedule regular working hours in the manner required by operations, such as by deciding on shifts and their duration and preparing the schedule of work shifts in accordance with the provisions of agreements

and of the Working Hours Act⁴³. As shift arrangements are also very important from the point of view of staff, the following points must also be taken into consideration:

- Shifts may not be needlessly divided. Needless division of night shifts in particular must be avoided.
- When the schedule of work shifts is formulated the shop steward or other staff representative shall be entitled to spend not less than 10 days examining the said schedule and to issue an opinion on it immediately thereafter.
- The confirmed schedule of work shifts shall be observed unless there is some justified reason for deviating from it. Shortfalls under relative working time norms in the working hours of employees engaged in periodic work due to sickness, annual holidays or other acceptable grounds may be reassigned only when there is a justified reason for doing so from the point of view of operations.
- If a work shift has to be entirely cancelled, shortened at the beginning or postponed, then the person concerned shall be notified on the day immediately preceding the work shift or, in exceptional cases, by no later than the time when the said person departs for the work shift.
- If the foregoing notification is given to the person concerned after already arriving at the workplace, then at least one hour of the shift shall be counted as working time of the said employee. The maximum time to be counted as working time will depend on the length of the journey home, on the time of day, and on other such factors.

Section 11 Compensation for evening work, night work and shift work

An evening work bonus of 15 per cent of the basic hourly salary shall be paid in compensation for work done between 18.00 and 21.00.

A night work bonus of 35 per cent of the basic hourly salary shall be paid in compensation for work done between 21.00 and 06.00.

If work that began by no later than 04.00 continues beyond 06.00, then the night work bonus shall also be paid in periodic work for the work done between 06.00 and the first continuous rest period of not less than two hours, but until no later than 12.00.

An employee in two or three-shift work shall be paid corresponding shift work bonuses in lieu of the bonuses agreed above.

The employee's compensation for evening, night or shift work for hours of overtime and Sunday work shall be paid with bonuses reckoned on the same criteria as for other work.

Section 12 Saturday bonus

A Saturday bonus of 25 per cent of the basic hourly salary shall be paid for work done on Saturdays between 06.00 and 18.00.

⁴³ *Työaikalaki*, no. 605 of 1996.

Saturday bonus shall only be paid for the regular working hours of an employee whose regular working hours have been arranged to occur at the time for payment of Saturday bonus agreed above.

No Saturday bonus shall be payable for time that is remunerated by Sunday bonus.

The Saturday bonus referred to in paragraph 1 above shall not be payable if some work shift other than a Saturday work shift or part thereof has been transferred to a Saturday through informal internal agreement or equivalent rescheduling.

Section 13 Sunday bonus

A bonus equal to the basic hourly salary shall be paid as Sunday bonus for hours of work done on Sundays and other Church holidays, Finnish Independence Day (6 December) and 1 May.

Sunday bonus shall also be payable for work done between 18.00 and 24.00 on the day preceding the said days.

Section 14 Holiday eve bonus

A bonus equal to the basic hourly salary shall be paid as holiday eve bonus for hours of work done on Easter Saturday and on the eves of Midsummer and Christmas when no Sunday bonus is payable.

Section 15 Compensation for time spent travelling

Time spent in work-related travel shall only be counted as working time when the said time is spent in performing duties such as guarding and equipment monitoring.

If an employee is at work on a day spent in work-related travel but for less time than the employee's regular working hours, then the time taken in travelling shall be counted as an addition to working time whereby it amounts to no more than the daily regular working hours together with the time spent working. The time spent in travelling shall not be counted as an addition to working time in respect of a day of work-related travel that takes place when transferring from one place of work to another.

No evening or night work bonus, Saturday or Sunday bonus shall be payable for time that is counted as an addition to working time.

Section 16 Compensation for certain staff groups

The compensations agreed above in sections 7, 8, 11, 13 and 14 and the Sunday bonus referred to in the Working Hours Act⁴⁴ shall not be paid to teaching and research staff at job requirement level 7 or to other staff at job requirement level 11 or higher levels.

⁴⁴ *Työaikalaki*, no. 605 of 1996.

Compensations under the foregoing regulations shall not be paid to employees engaged in field work during field work hours.

Working time compensations shall be paid as follows to the employees referred to above in paragraph 1 who are not in managerial positions:

- Additional work is work that is done at the behest of a supervisor in addition to regular weekly working hours, to part-time weekly working hours, or to the weekly working hours referred to in paragraphs 1 and 2 of section 17.
- Compensation for additional working hours shall be granted as equal corresponding time off in lieu or cash compensation. The cash compensation shall be paid at the basic hourly salary for additional hours, or with a bonus of 50 per cent of the basic hourly salary (“time and a half”) for hours of additional work exceeding 40 hours per week. The employer shall decide whether additional work is compensated through time off in lieu or as cash compensation during the calendar month that follows the month in which the work was done. The cash compensation shall be paid by no later than the calendar month that follows the month in which the nature of the compensation is decided. Any time off shall be granted during the six calendar months following the month in which the work was done.
- 50 per cent of the basic hourly salary (“time and a half”) shall be paid as the Sunday bonus.
- A separate monthly flat rate of cash compensation may be paid instead of working time compensations under this section if this is considered expedient for some special reason. The monthly compensation shall be agreed with each employee for a specified period. The amount of additional and Sunday work shall be estimated over a sufficiently extended period and the monthly compensation corresponding to the number of hours in question shall be reckoned when concluding such an agreement.

The regulations of this section or of the other sections referred to in paragraph 1 shall not apply to employees in managerial positions. Each university shall stipulate which employees occupy the said managerial positions within their own organisations.

Implementation regulation: If no working time compensation limit or limit for employees in managerial positions has been settled in the collective agreement, then the individuals who are entitled to compensation shall be determined by a decision of the university having regard to the nature of the duties and the status of the person performing them, and to previous determinations concerning entitlement to compensation.

Working hours for which special fees are paid shall not be counted as working time when applying this regulation. Time spent at representational events or in a corresponding manner shall only be counted as working time when the employer has also ordered the discharge of working duties proper in the course of such events.

Section 17 Effect of certain days on working time

New Year's Day, 1 May, Finnish Independence Day (6 December), Christmas Eve, Christmas Day, Boxing Day and Epiphany, when these holidays fall on a day other than Saturday or Sunday, and Good Friday, Easter Monday and Midsummer's Eve shall each reduce the working time of the week or work period in question by 7 hours and 15 minutes.

Ascension Day shall reduce the working time of the week or work period in question by 7 hours and 15 minutes. Ascension Day shall nevertheless not reduce working time when it falls on 1 May.

Efforts shall be made to reduce working time in the said weeks and work periods in the foregoing manner. Efforts shall be made to reduce the working time of a part-time employee working during these weeks or work periods in the same proportion as the working time of full-time employees.

If working time cannot be reduced, then compensation for additional work and overtime in the said weeks or work periods shall be paid in the manner agreed in sections 7 – 14 and in section 16. Midsummer's Day and All Saints' Day shall not reduce working time.

Comment: Ascension Day shall not reduce working time in uninterrupted three-shift work or in continuous (uninterrupted) forms of working hours in which the annual working time is more than 8 hours shorter than annual working time in daily work.

Section 18 Certain compensations payable to employees on hourly and piecework rates in periodic work

In addition to any job remuneration, an employee on hourly and piecework rates in periodic work shall be paid compensation in accordance with average hourly earnings corresponding to regular working hours for the Saturdays following Easter Monday and Boxing Day when this day falls on a day other than Saturday or Sunday, and for Epiphany when this falls on a day other than Saturday or Sunday.

Section 19 Urgent work

Urgent work shall denote any work to which, for unforeseen reasons, the employee is called by surprise at the behest of a competent supervisor during the employee's time off and after the employee has already vacated the workplace.

If an employee has been ordered to remain on standby or in on-duty work, the employee has been notified of such work in advance, or the case concerns emergency work of the kind referred to in section 21 of the Working Hours Act⁴⁵, then this shall not constitute urgent work.

⁴⁵ *Työaikalaki*, no. 605 of 1996.

An employee shall be paid compensation corresponding to the basic hourly salary for preparing for urgent work, and the basic hourly salary for urgent work together with any overtime compensations for not less than one hour.

If the call to work occurs between 18.00 and 06.00, however, a 100 per cent increase in the basic hourly salary shall be payable until no later than 06.00, and compensation corresponding to the basic hourly salary shall be payable after the urgent work has ended if the work ends before 06.00 and the employee does not immediately continue in the employee's duties proper.

No evening or night work compensation shall be payable for hours of urgent work.

Section 20 Monitoring and corrective measures in unsupervised use of computers and associated compensation

An employee shall be paid a separate bonus for network and network service monitoring and corrective measures performed via a terminal by agreement with the employer on days off, Saturdays and Sundays. Monitoring shall be performed at locally agreed intervals.

- The compensation for on-duty work performed between 09.00 and 18.00 on days off shall be EUR 94.40
- The compensation for on-duty work performed at the workplace on normal working day evenings between 16.00 and 20.00 shall be EUR 51.64
- The compensation for on-duty work performed on normal working day evenings between 20.00 and 24.00 shall be EUR 34.40
- The compensation for monitoring on normal working day mornings between 07.00 and 08.00 shall be EUR 8.60

Other on-duty work times may also be agreed locally. If the monitoring time is extended, then the compensation shall increase in proportion.

The monitor shall only correct malfunctions detected while monitoring when this is technically feasible. A monitor or system administrator who has to attend at the workplace because of repair work shall be paid lump sum compensation of EUR 55.10 on each occasion.

For the purposes of this paragraph, one repair occasion shall be deemed to comprise the time that the monitor spends in correcting a fault and on the return journey to the workplace. Time spent in monitoring and corrective measures shall not be counted as working time of the employee in question.

Implementation regulation: The administrator shall secure the permission of management before complying with a monitor's request for repairs.

If the repairs take longer than two hours for a justified reason, then the basic hourly salary shall also be paid thereafter for each hour or part thereof. Management shall be notified in the manner locally agreed before exceeding the time limit and the reason for the prolonged repairs shall be recorded.

Compensation shall be paid for the reasonable travelling expenses of an employee who has been required to attend at the workplace in the cases referred to in paragraph 3 in accordance with the general collective agreement of the university on compensation for travelling expenses.

If an employee can be contacted during time off and rectifies a malfunction in a computer or data network falling within the scope of on-duty work arrangements, then the employee shall be compensated for the work done at the basic hourly rate, but for not less than one hour. All malfunctions occurring in a computer or data network within one hour of commencing to rectify the first malfunction shall be counted as a single malfunction in the cases referred to in this paragraph.

Emergency conditions requiring repairs outside of on-duty working hours shall be treated as urgent work or as emergency work according to normal management criteria.

Sunday bonus shall be payable for hours worked on the basis of an on-duty work system in accordance with the terms and conditions of employment governing Sunday work. Repair work done on a Sunday shall be agreed with the management before the work begins and the reasons why the work must be done on the said day shall be recorded. This point shall not apply to repair work done on shift by a duty employee or administrator when no hourly salary is payable for such work.

Based on the justifications required in the foregoing paragraphs, management may stipulate a policy on whether the repair measures described in the said justifications shall henceforth be performed:

- a) independently, without prior permission or notification,
- b) pursuant to prior permission or notification, or
- c) at all within the general arrangements for on-duty work.

Section 21 Hourly salary divisor

The basic hourly salary shall be 1/153 of the regular monthly salary.

The basic hourly salary shall be reckoned in part-time work on the basis of the corresponding full-time monthly salary.

If the salary forming the basis for reckoning the basic hourly salary changes in the middle of a week or work period, then the average basic hourly salary shall serve as the basis for compensation paid for work in the said week or work period.

Section 22 Transition to summer time

When changing to and from summer time in the spring and autumn of each year the length of time affording entitlement to working time compensations shall be determined in accordance with the actual time elapsed, and not the period between certain clock times on the day in question.

The time affording entitlement to evening, night and Sunday bonus shall be determined in accordance with official clock times and actual duration.

Section 23 Reference provision on application of the Working Hours Act

Employees falling within the scope of the collective agreement shall be governed in other respects by the Working Hours Act⁴⁶. The provisions of the said Act shall form no part of this collective agreement.

Section 24 Working time bank

A working time bank may be introduced for employees falling within the scope of the Working Hours Act⁴⁷. The regulations governing the working time bank are set out in a separate agreement on the working time bank system.

Section 25 Balancing of working time to full hours

The time forming the basis for payment of compensations shall be balanced to full hours in respect of cash compensation. The balancing shall be arranged by week, work period or salary payment period by rounding down any period that is shorter than half an hour and rounding up any period of half an hour or longer to the nearest full hour.

⁴⁶ *Työaikalaki*, no. 605 of 1996.

⁴⁷ *Työaikalaki*, no. 605 of 1996.

CHAPTER 5
REGULATIONS ON TOTAL WORKING TIME OF TEACHING AND RESEARCH
STAFF
(EFFECTIVE AS OF 1 AUGUST 2010 FOR EMPLOYEES HAVING FALLEN WITHIN THE
SCOPE OF THE WORKING HOURS ACT⁴⁸)

Section 1 Scope

With the exceptions specified below, these regulations on total working time shall apply to university teaching and research staff falling within the scope of the evaluation system for teaching and research staff in the salary system for universities.

These regulations shall also apply to academy professors and academy researchers in respect of working time and transition provisions.

The regulations shall nevertheless not apply to teaching and research staff whose working time can be controlled by the employer in the manner referred to in the Working Hours Act⁴⁹ owing to the nature of the work and the place where the work is done. Where necessary each university shall specify the duties of this kind that fall outside the scope of the agreement.

Implementation regulation: The regulations will therefore not apply to teaching and research staff whose duties require them to work regular or flexible hours in university facilities. If a person in these circumstances works outside of the hours of work enabled by normal working hours and flexible working hours, then the prior written order of a supervisor shall always be required for any payment of compensation for additional work or overtime.

These regulations shall not apply to students who are engaged in undergraduate degree studies and are employed by the university.

The regulations shall likewise not govern service relationship arrangements for teaching medicine and dentistry between university and hospital functions.

Section 2 Objectives

The objective is to increase the flexibility of working arrangements, improve conditions for research, promote artistic endeavours, enhance research-based teaching, and develop new more stimulating forms of teaching and studying.

Section 3 Working time and work plan

The annual working time of teaching and research staff falling within the scope of these regulations shall be 1,600 hours.

⁴⁸ Työaikalaki, no. 605 of 1996.

⁴⁹ Työaikalaki, no. 605 of 1996.

All employees will co-operate annually with their supervisors to prepare a work plan before the next academic year begins.

The university shall approve the work plans through their own organisational processes.

New work plans for service relationships beginning during the academic year and any modifications in work plans that may be required shall also be processed in the foregoing manner.

Implementation regulation: The work plans of unit staff shall be formulated simultaneously, having regard to the need to arrange the teaching operations for which the unit is responsible under the curriculum, to other matters of common responsibility, and to the equitable distribution of duties.

A work plan shall allow for any extended absences, such as family leaves, that may materially affect the content of the plan.

If new duties are agreed during the academic year that cannot be held to have formed part of the overall duties covered by the work plan, then the work plan shall be modified accordingly.

Section 4 Implementation of work plan

Employees will be responsible for their own hours of work and for using these hours in duties under the work plan.

The supervisor and employee shall review implementation of the work plan and the outcome of work in relation to total working time as the need to do so arises during the academic year.

Section 5 Content of work plan

The work plan shall record the allocation of 1,600 hours of working time to various field of duty over the following academic year.

The formulation of work plans shall allow for participation of the person concerned in teaching, research and other duties.

Implementation regulation: The unit leader shall consider the following principles when approving work plans.

While the duties of teaching and research staff may be weighted towards teaching or research, the aim is for all teaching and research staff to engage in both teaching and research. Efforts will be made to harmonise the work plans for a unit so that each employee has an opportunity by turns to engage in a period of research work free of teaching and administrative commitments.

Dimensioning of teaching duties shall allow for the content of teaching and the preparation work that it requires, and particularly for the time spent in preparing renewable teaching periods.

A maximum of 392 hours of contact teaching per academic year may be included in the work plan for duties weighted towards teaching. The contact teaching time of professors will nevertheless not exceed 140 hours per academic year.

A maximum of 448 hours of contact teaching per academic year may be included in teaching duties that involve no actual research. It is nevertheless not the purpose of this agreement to increase the volume of contact teaching done by a person previously teaching no more than 392 hours per academic year on the entry into force of this agreement.

The aim is for no increase to occur in the proportion of staff whose duties include no research in addition to teaching.

If the number of teaching hours included in the total working time for some position was nevertheless greater than the foregoing hours when this agreement entered into force, then the said higher number of teaching hours shall be understood as the maximum number for that position.

The maximum contact teaching hours referred to herein may only be exceeded in a work plan with the consent of the person concerned.

Section 6 Work plans of thesis writers

If the main function of an employee engaged in further studies is to write an academic thesis and pursue further studies, then participation in teaching work and other duties that is included in the work plan shall be dimensioned in order to enable completion of the thesis within the planned timetable.

Implementation regulation: The guideline maximum teaching time shall be 56 hours per academic year.

Section 7 Exceptional scheduling of teaching

If the university has decided on special teaching periods for the academic year, then teaching may only be arranged outside of these times with the employee's consent.

Section 8 Teaching outside of the work plan

If a person has consented to do more teaching assigned by the unit than was the duty of the person concerned under the work plan, then special compensation shall be paid for this teaching work. The basic hourly salary rate for this separate compensation shall be derived by dividing the annual salary of the employee by 1,600.

A university may limit the amount of teaching within the said university that is not specified in a work plan.

Section 9 Effects of agreement

The parties hereto shall monitor the effects of the agreement on the content of the work of teaching and research staff and on the volume of work done under the work plan, and shall negotiate improvements in the regulations of the agreement as required.

Particular attention shall be paid to monitoring changes in the volume of teaching done by staff whose workload is weighted towards teaching and in the use of various teaching loads within the total working time of 1,600 hours.

Section 10 Transition provision for annual holidays

Transition from the annual holiday system to a system of total working time:

The annual holidays of staff falling within the scope of the Working Hours Act⁵⁰ and the Annual Holidays Act⁵¹ that were earned following the leave-earning year beginning on 1 April 2009 shall be deemed to have been taken on converting to this working time system on 1 August 2010.

Holidays that were earned during or before the leave-earning year 1 April 2008 – 31 March 2009 that have not yet been taken shall be taken by no later than 31 May 2010.

Leave that has been saved under a leave-saving agreement and any time off in lieu of holiday bonus may be taken in accordance with its original purpose by deducting a corresponding portion from the total working time of 1,600 hours when formulating the plan of working hours.

⁵⁰ *Työaikalaki*, no. 605 of 1996.

⁵¹ *Vuosilomalaki*, no. 162 of 2005.

CHAPTER 6

SALARY SYSTEM FOR UNIVERSITIES

Section 1 Aims of the salary system

The aim of the salary system for universities is to promote equitable remuneration, to improve the salary competitiveness of universities as employers, to support the enhancement of staff skills and support the staff in seeking more demanding positions, to provide an incentive for better staff performance, and to develop and improve supervisory work and management.

Section 2 Scope

With the exceptions specified in this section, this salary system shall apply to the permanently employed staff of universities.

The salary system shall also govern temporary employment lasting for longer than 6 months, either in a single period or in an unbroken succession of linked periods. The agreement shall apply as of the beginning of the employment during which the said 6-month period is completed.

Breaks lasting for no longer than 30 days or one calendar month shall not be considered to interrupt the said period. Nor shall any break lasting for no longer than 180 days or 6 calendar months be considered to interrupt the said period in the case of a grant aid period associated with further studies, research work or artistic work at a university. The duration of such interruptions shall nevertheless not be included in the duration of employment.

In temporary employment lasting for not longer than 6 months the employer shall confirm the cash value of salaries in euros to correspond to salaries under this agreement for positions that correspond in respect of job requirement and personal performance.

The salary system shall not apply to persons serving in an employer capacity, to persons performing corresponding duties under the FiDiPro funding system and other exceptional financing arrangements, to the teaching staff of training schools, to hourly-paid staff, to persons in trainee positions or to staff hired under subsidised employment schemes.

Separate salary provisions have been agreed for academy professors and academy researchers.

Section 2 of the provisions of this collective agreement governing local collective bargaining* provides that a local agreement may be concluded for teaching and research staff whereby the salary system will not apply to some class of positions. The employer shall confirm the cash value of salaries in euros for such positions, so that they correspond to not less than the salaries under this agreement for positions that correspond in respect of job requirement and personal performance.

* See Chapter 10.

The employee shall nevertheless always be entitled to choose a salary that is determined solely on the basis of the conditions and procedures set out in this agreement.

Section 3 Evaluation systems

Universities shall apply two evaluation systems: one for teaching and research staff and one for other staff.

The employer shall decide which evaluation system applies to a certain position in accordance with the criteria specified in the appendices referred to in section 14.

Section 4 Salary factors

The salary under the system shall comprise a job-related salary element based on the requirement of duties, a personal salary element based on personal performance, and a guaranteed salary element based on the collective agreement for government in force on 31 December 2009 pertaining to employment that was current on the said date.

Section 5 Determination of job-related salary element

5.1 Job-related salary element

The job-related salary element shall be determined on the basis of the requirement of the position.

The requirement evaluation of a position shall be based on the duties specified by the employer, on the job description and on the evaluation system applied to the position.

The tables of job-related salary elements for teaching and research staff and for other staff are attached as Appendix 5.

The job-related salary element of undergraduate students falling under the system for teaching and research staff and within the scope of the agreement, who have not completed the necessary higher university degree, shall be not less than 75 per cent of the salary for the job requirement in question.

5.2 Requirement factors of positions

The principal requirement factors for evaluating the requirement of positions in the system for teaching and research staff are the nature and responsibility of the work, the interaction skills required for the position, and the knowledge and skills required for the position.

The principal requirement factors in the system for other staff are the content of the position and the problem solving and organisational skills that it requires, interaction skills, responsibility and the required knowledge and skills.

5.3 Evaluation of positions

5.3.1 Evaluation group

Every university shall have two evaluation groups comprising members appointed by the employer and by employee organisations, one for teaching and research staff and one for other staff.

Each university shall decide on the size of the groups.

The university shall appoint the employer's representatives on the evaluation group and their deputies. The parties to the collective agreement representing the staff shall appoint their own representatives and the deputies thereto.

The number of representatives appointed by the organisations shall be at least equal to the number of representatives appointed by the employer. The composition of evaluation groups shall allow for the gender equality perspective where possible.

An employer's representative appointed by the university shall chair the groups. Only employees of the university in question or the Rector of the university may serve as a member of an evaluation group.

5.3.2 Evaluation process

The requirement and requirement level of a position shall be reviewed at evaluation discussions conducted between employees and their supervisors. The supervisor shall propose the requirement level on the basis of the evaluation.

The evaluation groups shall consider the requirement evaluations of new and modified positions and shall determine their views of these evaluations.

A position shall be deemed new when the evaluation group has not previously considered its requirement, or the requirement of corresponding positions. Corresponding positions shall be positions that substantially correspond to one another.

The employer shall confirm requirement levels after receiving the proposals of supervisors and the evaluation groups. The employer may deviate from the proposal of the evaluation group for justified reasons.

5.3.3 Assessing job requirement

In the case of new positions the employer shall make a provisional assessment of the job requirement. The job requirement shall be assessed within six months of the start of employment.

The job requirement shall be reassessed if a supervisor considers that the duties have changed to the extent that a reassessment is necessary in order to determine whether the requirement level must be changed.

Implementation regulation: Evaluations of the requirement of positions for requirement levels 1 – 4 of teaching and research staff shall allow for such factors as progress in thesis writing.

The requirement of a position shall also be reassessed when so requested by the person in question or by a shop steward representing the said person.

A reassessment shall be requested in writing. The request shall specify the manner in which the duties have changed since the last evaluation and the reasons why the change increases the job requirement.

The requirement of positions generally remains the same or increases when the duties of regular employment change. If the employer proposes a change to duties during the employment relationship that would result in a reduction in the job requirement and the person concerned does not agree to the change, then the employer must investigate the feasibility of arranging the duties in a manner that maintains the same requirement level.

The practical evaluation procedures in the system for teaching and research staff may differ in individual universities within the constraints of the system. Evaluations may also call on the assistance of a specialist group comprised of several members.

Section 6 Determination of personal salary element

6.1 Personal salary element

The personal salary element shall be determined on the basis of the individual performance level.

The table of personal salary elements for teaching and research staff and for other staff are attached to this agreement as Appendix 5.

6.2 Personal performance evaluation factors

The principal evaluation factors in the evaluation system for teaching and research staff are pedagogical merits, research merits, and social and university community merits.

The principal evaluation factors in the evaluation system for other staff are vocational competence, responsibility at work, functioning in the workplace community, and quality and performance.

6.3 Personal performance evaluation procedure

The personal performance of duties and the performance level shall be reviewed at evaluation discussions conducted between employees and their supervisors.

Evaluation discussions shall be conducted for the entire university every two years.

The performance evaluation shall concern the performance of individuals in their work and the objectives assigned to the individual. The supervisor shall propose an assessment and performance level of duties on the basis of the evaluation. The employer shall confirm the personal performance level. The employer may deviate from the supervisor's performance evaluation for justified reasons.

The practical evaluation procedures in the system for teaching and research staff may differ in individual universities within the constraints of the system. Evaluations may also call on the assistance of a specialist group comprised of several members.

6.4 Personal performance evaluation

6.4.1 Personal performance evaluation at the start of employment or of a new position

The initial personal salary element paid to a person newly recruited to the university shall conform to the performance level assessed to correspond to the individual's qualifications, work experience and previous performance.

The performance level shall be assessed within six months of the start of employment.

This procedure shall also apply when a person is transferred to a new, different position within the university.

6.4.2 Personal performance evaluation on a change in the requirement level of positions

The performance level of a person in a changed position shall be provisionally evaluated as of the time of change, in the same way as in a new position, to correspond to a performance level assessed in accordance with the individual's qualifications, work experience and previous performance in relation to the changed requirement level and position.

The total salary may not be reduced at this stage if the job requirement increases.

The performance level shall be reassessed in the changed position within six months.

6.4.3 Reduction of personal performance level in the same position

If an evaluation discussion finds that the performance level has fallen, then the evaluation process shall also involve joint approval of measures to support improved performance. A new evaluation shall be performed at the earliest opportunity and within no more than 12 months of the previous evaluation.

If the new evaluation indicates that the previous performance level has not been restored, then the personal salary element shall be revised to correspond to the new evaluation.

If a person has spent a substantial portion of the period between the foregoing two evaluations away from work due to illness, or on leave through childbirth or child

care under chapter 4 of the Employment Contracts Act⁵², then a third evaluation may be performed, to be completed without delay within 3 months of the previous evaluation. If the third evaluation indicates that the previous performance level has not been restored, then the personal salary element shall be revised to correspond to the third evaluation.

No revision in personal salary shall occur, however, if the reduction in performance level in both re-evaluations can be regarded as the outcome of leave granted due to childbirth or child care. The employer may nevertheless perform a new evaluation within no more than 12 months of the return to work in such cases.

Section 7 Payment of salary and entry into force of amendments

The salary for a new or modified position shall be paid in accordance with the provisional evaluation of job requirement and personal performance made by a supervisor representing the employer until the evaluation group has issued its own determination of the job requirement through the evaluation procedure.

If the evaluation group submits a requirement level that differs from the provisional evaluation for a new or modified position, then salary shall be paid on the basis of the new level as of the beginning of the calendar month following the submission of the evaluation group if the employer confirms the said submission.

Owing to a change of job requirement level, the employer shall have an opportunity in accordance with clause 6.4.2 to perform a provisional reassessment of the individual's performance level as of the time of the said change. Any modified performance level shall take effect in such cases at the same time as the change in job requirement level.

The salary adjustments required by performance levels that are confirmed as a result of regular evaluation discussions under point 3 of section 6 above shall be implemented as of the beginning of June.

Section 8 Transition bonus

A person enjoying a transition bonus under the collective agreement for government that was formerly in force on 31 December 2009 (section 6 of Appendix 1 of the specifying collective agreement for government on the adoption of a new salary system⁵³, 21 June 2006) shall retain the right to the said bonus in accordance with the said agreement.

The bonus shall lapse or be reduced if the person is transferred to serve in a locality where there is no entitlement to a cold-climate allowance or cold-weather payment, or where there is entitlement to a lower cold-climate allowance or cold-weather payment.

⁵² *Työsopimuslaki*, no. 55 of 2001.

⁵³ *Tarkentava virka- ja työehtosopimus uuden palkkausjärjestelmän käyttöönottamisesta yliopistoissa.*

Section 9 Guarantee salary

The right of a person who was entitled on 31 December 2009 to the guarantee salary associated with the adoption of the salary system (agreement on the adoption of a salary system for universities⁵⁴, 21 June 2006) to a guarantee salary determined on the foregoing basis shall continue in accordance with the specifying collective agreement for government that was formerly in force for as long as the person continues in uninterrupted permanent employment with the same university.

A person who was in a temporary service relationship at the time of the said adoption shall be entitled to the guarantee salary for the fixed term in question. The right to a guarantee salary shall continue even thereafter for as long as the person concerned continues in the uninterrupted service of the same university in a service relationship the duties of which are at no less than the same requirement level as those of the person's duties at the time of the said adoption.

Breaks lasting for no longer than 30 days or one calendar month shall not be considered to interrupt the said period. Nor shall any break lasting for no longer than 180 days or 6 calendar months be considered to interrupt the said period in the case of a grant aid period associated with further studies, research work or artistic work at the university. The duration of such interruptions shall nevertheless not be included in the duration of employment.

The guarantee salary shall be paid for the period over which it remains greater than the salary paid under the salary system of this agreement.

If a person was in temporary employment at a higher salary than that of the said person's regular service relationship at the time of adoption, i.e. 1 January 2006, or in respect of supplementary funding on 1 January 2007, then the guarantee salary shall be determined in accordance with the salary of the permanent employment relationship at the time of adoption when the person returns thereto.

The guarantee salary shall be revised through general increases settled by collective agreement.

The job requirement and personal performance of a person receiving a guarantee salary shall also be evaluated in the manner specified in this agreement. If a person voluntarily seeks a position at a lower job requirement level than that of the person's permanent employment at the time of adoption, then the guarantee salary shall be correspondingly reduced.

According to a protocol prepared on 18 September 2009, the guarantee salary of a member of the teaching and research staff of universities shall also include the temporary productivity or researcher training bonus to which the said person was entitled on 30 September 2009 for as long as the said person remains in the same position.

⁵⁴ *Tarkentava virka- ja työehtosopimus uuden palkkausjärjestelmän käyttöönottamisesta yliopistoissa.*

Section 10 Exceptional bonus for lecturers

A lecturer receiving a guarantee salary who was entitled at the time of adoption of the previous agreement on 21 June 2006 to a lecturer's productivity bonus shall be entitled to a separate bonus of EUR 180 for as long as the said lecturer continues to serve the same university as a lecturer without interruption.

Minuted Note: This additional fee shall be correspondingly reduced if the individual's salary increases.

Section 11 University-related separate fees

Universities may pay separate bonuses, supplements and fees based on in-house decisions. Any distribution that may arise in payment of such bonuses, supplements and fees shall continue to be decided at university level. The bonuses, supplements and fees may not coincide with salary factors under this salary system.

The university shall pay management fees to its academic managers in accordance with in-house decisions.

Section 12 Right to information

Individuals shall be entitled to written information on the results of their job requirement and personal performance evaluations and on the grounds for these results, and on their job-related and personal salary element and other salary factors under this agreement together with the grounds for these factors.

Section 13 Settlement of disputes

An employee who is dissatisfied with the employer's decision concerning the job requirement or personal performance may submit a written notice of disagreement on the matter. A notice of disagreement shall be submitted without undue delay.

Where so requested by the person concerned or by a shop steward representing the said person at the said person's request, a disagreement concerning a job requirement evaluation shall be considered with the said person's supervisor or with some other representative of the employer, and by the evaluation group at the request of either party.

Where so requested by the person concerned or by a shop steward representing the said person at the said person's request, a disagreement concerning an evaluation of personal performance shall be considered with the said person's supervisor, or thereafter with a more senior supervisor or with some other representative of the employer.

Any remaining difference of opinion on the matter may be submitted for settlement by the grievance procedure prescribed in the collective agreement.

Section 14 Appendices

To implement this salary system and apply it in practice, the parties to the collective agreement have jointly approved the job requirement scheme for teaching and research staff and the job requirement table for other staff that are appended to this collective agreement.

Section 15 Salaries of staff representatives

In addition to this agreement, the regulations of the agreement on shop stewards shall be applied with respect to persons serving as shop stewards or labour protection delegates.

CHAPTER 7 REGULATIONS ON ACADEMY PROFESSORS AND ACADEMY RESEARCHERS

Section 1 General

These regulations shall apply to persons serving in a university as academy professors and academy researchers based on funding from the Academy of Finland.

The duties of an academy professor and academy researcher and their participation in teaching shall be determined in accordance with the funding decision of the Academy.

Section 2 Working time

The provisions of paragraph 1 of section 3 of chapter 5 on annual total working time of 1,600 hours for teaching and research staff and the transitional provisions on annual holidays in section 10 of the said chapter shall apply to academy professors and academy researchers.

Section 3 Salary

The remuneration of academy professors and academy researchers shall at least be determined in accordance with the funding decision of the Academy of Finland.

Salaries shall be increased during the funding period in accordance with the general salary increase impacts on universities.

Section 4 Other stipulations

The employment of academy professors and academy researchers shall comply with the instructions issued in the funding decision of the Academy of Finland.

The regulations of this collective agreement shall govern academy professors and academy researchers in other applicable respects.

CHAPTER 8

AGREEMENT ON COMPENSATION FOR REMOVAL EXPENSES

Section 1 Scope

These agreement regulations shall govern the compensation payable for removals occurring within Finland.

Employees shall be compensated for removal expenses when they have to move to another locality due to the relocation or reorganisation of a university or part thereof.

Section 2 General

Compensation shall be paid for the following removal expenses:

- 1) the travelling expenses of employees and their family members for a removal journey in accordance with the regulations on compensation for travelling expenses set out in section 10 of chapter 1 of this agreement,
- 2) the necessary and reasonable costs that are directly associated with and incurred in the transportation of ordinary domestic effects,
- 3) a removal allowance in compensation for other necessary expenses incurred in the removal, and
- 4) other necessary compensation associated with the removal, payable to the employee at the employer's discretion.

Section 3 Removal allowance

A removal allowance shall be paid in compensation for necessary expenses incurred in a removal.

The removal allowance shall be determined according to the number of people moving as follows:

The removal allowance paid is EUR 1009.13 for one person, EUR 1345.50 for two persons, and EUR 1681.88 for three or more persons moving.

If the transfer affects both married spouses at the same time, then the removal allowance is only paid to one of them. If the time between transfers is not less than six months, however, then a 50 per cent removal allowance shall also be payable to the other married spouse.

Section 4 Transportation arranged by the employer

If the employer arranges transportation for the person or removal effects without charge, then this transportation shall be used, provided that the manner of removal, the distance moved or the time taken in the removal satisfy general standards of reasonableness.

Section 5 Presentation of invoice

An invoice for the compensation referred to in these agreed regulations shall, in the absence of any valid impediment, be submitted to the employer within no more than two months of the removal or of completing the journey.

Receipts and other reliable accounts of the expenses incurred shall be appended to the invoice.

Section 6 Special housing expenses

Compensation may be paid for special housing expenses associated with the removal in the manner separately agreed for each university.

CHAPTER 9

SPECIAL REGULATIONS GOVERNING THE UNIVERSITY OF HELSINKI VETERINARY TEACHING HOSPITAL

Compensations for on-duty work

Section 1 Scope and employee's obligations

This agreement shall govern veterinarians employed at the University of Helsinki Veterinary Teaching Hospital in positions that require veterinarian qualifications, regardless of job title. The agreement shall not apply to individuals of the foregoing kind whose working time is arranged in the form of regular periodic work.

The agreement shall govern the work that enables the 24-hour veterinary on-duty work service of the University Veterinary Teaching Hospital outside of working hours, with the exception of duties that are discharged on a periodic work basis.

An employee on standby shall be required to arrive at the workplace in fit condition to work outside of regular working hours within one hour of receiving the call to work. The employee shall have a duty to remain accessible via a direct telephone connection for the entire standby period.

An employee in hospital on-duty work shall be required to be available to the employer at the workplace outside of regular working hours and to begin working immediately should the need arise. Hospital on-duty work may also be arranged by providing active work for the employee throughout the duty shift period.

Section 2 Compensation for standby and hospital on-duty work

Definitions:

An ordinary weekday is the time between 08.00 on Monday and 16.00 on Friday.

A weekend is the time between 16.00 on Friday and 08.00 on Sunday.

A Sunday is the time between 08.00 on Sunday and 08.00 on Monday.

Weekdays public holidays, Finnish Independence Day (6 December), Christmas Eve and Midsummer's Eve, 1 May and Easter Saturday shall be deemed equivalent to Sundays.

Standby compensations:

Veterinarians shall be paid as follows for standby duty occurring outside of regular working hours:

- the number of standby hours x EUR 6.53 on ordinary weekdays
- the compensation for standby hours plus 20 per cent for weekends

- the compensation for standby hours plus 47 per cent for Sundays

Compensations for hospital on-duty work:

Veterinarians shall be paid as follows for hospital on-duty work occurring outside of regular working hours:

- the number of standby hours x EUR 6.53 on ordinary weekdays
- the compensation for standby hours plus 20 per cent for weekends
- the compensation for standby hours plus 47 per cent for Sundays

Each of the foregoing forms of compensation for hospital on-duty work shall also be increased by 60 per cent for the time that is not eligible for active work compensation. No hospital on-duty work compensation shall be paid if the work has been arranged as regular periodic work.

Section 3 Other compensations

Active work compensations

Active work shall denote actual performance of work during standby or hospital on-duty work. 1–30 minutes of work shall correspond to ½ an hour of active work and 31–60 minutes of work shall correspond to 1 hour of active work.

On-duty work may also be arranged as “heavy duty”, in which active work compensation is paid for all duty hours. This procedure is applied at the small animal hospital at the time of concluding this agreement.

The veterinarian shall monitor working hours manually when engaged in active “home visiting” work at the patient’s location.

Active work during standby shall begin when the veterinarian reaches the patient, and shall end when the veterinarian leaves the patient, or in hospital work it shall begin when the veterinarian arrives at the Veterinary Teaching Hospital and end when the veterinarian leaves the hospital.

Travelling time shall not be counted as hours of work. (Paragraph 3 of section 4 of the Working Hours Act⁵⁵)

Active work in hospital on-duty work shall begin when work begins at the workplace and end when the work ends. When departing on a home visit from hospital on-duty work, working time shall begin on leaving the workplace and end on completing any immediate measures taken following the return to the workplace.

The hourly rate for active work = the fixed monthly salary/153, in accordance with the basic hourly salary.

⁵⁵ *Työaikalaki*, no. 605 of 1996.

Increases for active work:

- evening work bonus, 16.00 – 22.00 + 50 per cent
- night work bonus, 22.00 – 08.00 + 100 per cent
- Saturday and Sunday work bonus, 08.00 – 22.00 + 50 per cent

Weekdays public holidays, Finnish Independence Day (6 December), Christmas Eve and Midsummer's Eve, 1 May and Easter Saturday shall be deemed equivalent to Sundays.

Compensation for telephone consultation

A veterinarian shall be paid half of an active work hour per call for telephone consultation outside of active work on standby and hospital on-duty work. If several calls occur in rapid proximity, then the definition of the section on compensation for active work hours shall govern the definition of active hours for actual work done. For example three 5-minute calls occurring within 30 minutes shall correspond to ½ an hour of active work.

If a telephone consultation on standby results in the immediate departure of a veterinarian for active work, then one active work hour shall be paid for the said telephone consultation.

Compensation for active work hours arising shall comply with the same principles as active work hours arising from actual work. No increase under the last hospital on-duty work paragraph shall be payable for active work hours of telephone consultation. The imputed active work formed on combining telephone consultation and actual active work may not exceed 30 minutes of total time spent.

Telephone consultation shall denote telephone consultation concerning the treatment of a patient occurring between the veterinarian in question in standby or hospital on-duty work and

- another veterinarian on duty at the same hospital,
- another veterinary hospital or other veterinarian on duty,
- a member of the nursing staff or student of the same veterinary hospital, who is chiefly responsible for patient care in the absence of the veterinarian, or
- the owner of the animal.

Active release

Active release shall denote the exchange of active working hours in on-duty work for time off.

Active release may be exchanged for time off provided that the veterinary hospital can function without disruption. The amount of active release and the time when it is taken shall be agreed with the manager of the ward and of the Veterinary Teaching Hospital. The time of taking active release shall be entered in the on-duty work invoice in the event of any wish to take active release.

No more than the number of active work hours done may be taken in active release.

The hours taken as active release shall be deducted from the chargeable on-duty working hours when formulating the on-duty work invoice.

Active release shall be granted on the principle of an hour for an hour, and bonuses for evening, night, Saturday and Sunday work shall be paid in cash.

Mileage compensation

Travelling expenses shall be deemed to comprise the extraordinary outlays of the person concerned due to work-related travel. The right to use a private motor vehicle for reaching and departing from the workplace shall be separately granted to veterinarians on standby.

The veterinarian shall be paid the per kilometre compensation referred to in a decision of the National Board of Taxes for these journeys associated with standby work. The employer's motor vehicle shall be used where possible for hospital on-duty work and standby functions. Use of a private motor vehicle during hospital on-duty work may also be approved in exceptional circumstances if this reduces the costs of visiting a patient.

Taxis may be used in the manner specified in a decision of the National Board of Taxes and instructions issued by the Finance Department of the University of Helsinki.

Section 4 Other guidelines

Other guidelines pertaining to standby or hospital on-duty work shall be prescribed in greater detail in the operating manual or standing orders of the university Veterinary Teaching Hospital.

Veterinary Teaching Hospital X-ray technicians

Section 5 Job release

An X-ray technician may be granted 1 day of radiation leave per month during any month in which the technician has performed not less than 16 days of radiation work, up to a maximum of 2 calendar weeks per year. The employer shall determine the time of radiation leave. The leave shall be taken in the form of a paid period of absence lasting for not less than one calendar week or may be divided into no more than two periods.

CHAPTER 10 OTHER AGREEMENTS

AGREEMENT ON THE WORKING TIME BANK

A working time bank may be introduced in accordance with this agreement for employees falling within the scope of the Working Hours Act⁵⁶ and of the general working time regulations of this collective agreement.

Use of a working time bank shall require a written agreement between the employee and the employer. Either the employee or the employer may propose the adoption of a working time bank.

The agreement shall specify the bonuses, supplements and working time compensations that may be deposited in the working time bank, the maximum working time that may be deposited, and a provisional plan for the time when leave shall be taken where possible.

Minuted Note: The parties to the collective agreement recommend that the agreement be concluded in the form of a model agreement prepared jointly by the parties.

Compensations for the basic and bonus components of additional work and overtime, compensations for evening work and night work, Saturday and Sunday bonus, standby compensation, holiday eve bonus and weekly rest compensations may be deposited in the working time bank. The number of hours in the working time bank shall not exceed 300 hours per employee.

Comment: A conversion table for working time compensations is attached.

Transfers of the basic and bonus components of additional work and overtime, compensations for evening work and night work, Saturday and Sunday bonus, and standby compensation to the working time bank shall be agreed by no later than the time of agreeing to perform the said work.

The agreement may be concluded for an indefinite period.

Leave shall be taken at the time separately agreed and the salary for leave shall be determined in accordance with the current salary at the time of taking the leave. If no agreement can be reached on the time of the leave, then the employee shall announce the time when the leave shall be taken no later than four months before the leave begins.

Minuted Note: If the employee's salary changes during a leave period, for example owing to amendments to the collective agreement, then the change shall take effect in accordance with the foregoing agreement.

⁵⁶ Työaikalaki, no. 605 of 1996.

Working time bank leave shall primarily be taken in whole days.

Records shall be kept of the time deposited in the working time bank in accordance with the Working Hours Act⁵⁷ or by some other reliable method of record keeping. The balance of the working time bank shall be made readily available for the employee to check.

Taking working time bank leave shall not impair the employee's annual holiday or other benefits based on the length of employment. If an employee falls ill during leave, then the leave shall be suspended and converted into sick leave as of the following calendar day. Any leave not taken shall be postponed and granted at a subsequently agreed time. If the sick leave ends before the end of the agreed leave, then the leave shall continue as agreed.

Minuted Note: The employer shall be notified of illness immediately (cf. notification of illness under the Annual Holidays Act⁵⁸) unless there is some pressing obstacle to notification. A certificate of incapacity to work shall be submitted to the employer in accordance with the custom and practice of the workplace.

If the employee's right to maternity, paternity or adoptive parental leave begins during agreed working time bank leave, then the leave shall be converted into maternity, paternity or adoptive parental leave.

The working time bank hours granted as leave shall be reckoned as additions to the working time of the week or work period in question until regular working hours have been completed.

The agreement may be amended by mutual agreement. Amendments to the agreement shall be made in writing.

Either party may terminate the working time bank agreement. Termination shall be effected in writing or in some other verifiable manner.

The period of notice on termination of the agreement by the employee or the employer shall be 4 months.

The time in a working time bank may, where mutually agreed, be used during the said period of notice of termination of the working time bank or deferred to a later time. Except where the parties otherwise agree, any unused working time remaining in the working time bank shall be paid for in cash at the time of the salary payment following the end of the period of notice of termination.

Time that has accrued in the working time bank shall be paid for in cash at the end of employment at the times that have been agreed for the final salary payment and for payment of any outstanding holiday compensation.

⁵⁷ *Työaikalaki*, no. 605 of 1996.

⁵⁸ *Vuosilomalaki*, no. 162 of 2005.

Appendix to the working time bank agreement

Conversion of working time compensations into time compensations		
Working time compensation	Compensation	Minutes of working time
Basic components of additional work and overtime hours	1 hour	60 minutes
Overtime increase component	50 per cent	30
Overtime increase component	100 per cent	60
Evening work bonus	15 per cent	9
Night work compensation	35 per cent	21
Saturday bonus	25 per cent	15
Sunday bonus, general	100 per cent	60
Sunday bonus, section 16	50 per cent	30
Holiday eve bonus	100 per cent	60
Weekly rest period compensation	1 hour	60

AGREEMENT PROVISIONS GOVERNING SHOP STEWARD ACTIVITIES AND THE STATUS AND RIGHTS OF SHOP STEWARDS, LABOUR PROTECTION DELEGATES AND OTHER STAFF REPRESENTATIVES INVOLVED IN CO-OPERATION FUNCTIONS

Scope

Section 1 Staff representatives

The provisions of this agreement shall govern a chief shop steward, a shop steward, a labour protection delegate referred to in the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplaces⁵⁹, a labour protection agent, and other staff representatives who are involved in statutory co-operation functions and are referred to in section 8 of chapter 2 of the Act on Co-operation Within Undertakings⁶⁰.

These provisions shall also govern the deputies of all of the foregoing shop stewards and labour protection delegates when they attend to co-operation duties.

Unless otherwise separately agreed, the provisions shall apply to all of the foregoing staff representatives.

Shop steward activities

Section 2 General considerations regarding shop steward activities

The collective bargaining system is maintained and improved through channels of negotiation between the employer and staff organisations. The shop steward system seeks to promote compliance with agreements concluded between the parties, to resolve any disputes arising between the employer and the staff in an expedient, equitable and prompt manner, to consider other issues arising between the employer and the staff, and to maintain industrial peace.

Section 3 Agreement at the university

Shop steward activity under these provisions shall be arranged at universities in the manner more precisely specified by agreement between the university and the competent organisations representing the staff (hereinafter collectively referred to as the staff organisation).

The staff shall be represented by the parties to the collective agreement and the organisations representing the said parties.

⁵⁹ *Laki työsuojelun valvonnasta ja työpaikan työsuojeluyhteistoiminnasta*, no. 44 of 2006.

⁶⁰ *Laki yhteistoiminnasta yrityksissä*, no. 334 of 2007.

Section 4 Shop steward

A shop steward denotes an employee who has been elected by the competent staff organisation to serve as its representative in attending to the duties referred to in these regulations. The shop steward must be a person in the service of the university concerned, who is conversant with conditions in his or her field of operations.

If the competent staff organisation appoints only one shop steward for an entire university, then the said shop steward shall be the chief shop steward referred to herein.

Section 5 Election of shop stewards

The number of shop stewards, their location, and other details of the election shall be separately agreed by the parties referred to in section 3, having regard to the size of the university, to the number of members represented, to the remuneration and service relationship systems in use and the need for bargaining to which these systems give rise, and to the nature and scope of duties to be undertaken within the university. Care shall then be taken to ensure that the agreed fields of operation are expedient, and that their coverage promotes the transaction of business under the bargaining system.

Each staff organisation shall notify the university concerned in writing of the shop stewards and deputy shop stewards who are elected. Written notice shall also be submitted when any deputy shop steward deputises for a shop steward.

Implementation regulation: The competent shop steward may notify the employer in cases that do not concern a transfer of shop steward status affording a right to shop steward compensation or shop steward protection, but merely management of an individual matter or some corresponding authorisation of briefer duration.

The employees at the workplace concerned shall be given an opportunity to participate in the election of a shop steward arranged by a staff organisation at the said workplace. However, the organisation and completion of the election shall not needlessly interfere with the work. The times and places of an election shall be agreed with the employer no later than 14 days before the election takes place.

If a shop steward is appointed by election at the workplace, then the time spent at the workplace in preparing and conducting the election and in reckoning the result shall be counted as working time for the persons involved in these functions.

Implementation regulation: On reduction or enlargement in the operations of a university or in the operating fields of shop stewards, or on account of a reorganisation, the organisation of shop stewards may, by agreement between the parties in line with the principles of these provisions, be modified as necessary to correspond to the revised size and structure of the university or operating field.

If a shop steward is chosen by election, then the said election shall take place at the workplace during working hours, provided that the

organisation and implementation of the election do not disrupt work at the university. In such cases the parties shall agree on the time, place and other details of the election in good time before the election takes place. If the election unreasonably inconveniences the operations of the university, then it shall take place outside of working hours. The competent staff organisations shall manage the practicalities of the election.

Section 6 Duties of a shop steward

The function of a shop steward shall be to represent employees and the staff organisation in interpreting and applying collective agreements, provisions and regulations, and in other matters pertaining to relations between the employer and an employee. A shop steward shall also convey information and notifications between the employer, the organisations and the staff.

Comment: The functions of a shop steward are also prescribed in certain statutes, such as the Act on Co-operation Within Undertakings⁶¹ and the Working Hours Act⁶².

Implementation regulation: As the systems of co-operation, negotiation and collective bargaining are intended to be mutually complementary, care should be taken to ensure effective co-operation and information exchange between co-operation bodies and the shop steward. The employer shall notify the shop steward of the persons who are empowered to represent and make decisions on behalf of the employer.

Duties of a staff representative

Section 7 Duties

Staff representatives shall be required, notwithstanding the said status, to comply with regulations and agreements governing their employment, as well as working hours, instructions of supervisors, and other obligations arising from the said employment.

Rights of a staff representative

Section 8 Use of time

Job release

For the purpose of attending to their duties, a staff representative shall be entitled to temporary, regularly recurrent or complete release from the duties of employment.

When arranging the foregoing job release the university shall allow for the nature of its functions, for the scale of the workplace and the number of working locations therein, for the remuneration systems in use and the need for bargaining to which

⁶¹ *Laki yhteistoiminnasta yrityksissä*, no. 334 of 2007.

⁶² *Työaikalaki*, no. 605 of 1996.

these systems give rise, for the number of staff, for the available communication channels and for other corresponding facts, together with the volume of duties of a person engaged in the consequent co-operation functions.

The time allocated for the functions of staff representative shall correspond to the functions that are required by the representative's position.

If a staff representative has been granted regularly recurrent release from work, then in urgent cases the representative may also be released at other times that are convenient from the point of view of working duties.

The purpose of arrangements concerning use of time is to enable employees to perform their functions as staff representatives in an effective and expedient manner.

Minuted Note: For staff representatives falling within the scope of the total working time system for teaching and research staff, job release pursuant to this agreement shall be incorporated into the plan of working hours.

Comment: Section 34 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces⁶³ prescribes the following concerning use of time by a labour protection delegate:

When determining the time required for performing the duties of a labour protection delegate consideration shall be given to the number of employees represented by the delegate, to the regional scale of the workplace, to the number of working locations and the nature of the work that is done at them, to factors arising from the organisation of work that affect the extent of the delegate's duties, and to other inconvenience, hazard and workload factors referred to in the Occupational Safety and Health Act that affect the safety and the physical and mental health of employees.

If no other agreement is reached on the time allocation of a labour protection delegate and no fewer than ten employees work regularly at the workplace, then, having regard to the foregoing factors, the employer shall release the delegate from regular work for the purpose of attending to the duties of a delegate for no less than four hours in each period of four consecutive calendar weeks, unless such job release would so considerably inconvenience production or the employer's operations that it would constitute a temporary impediment to such release.

Organisation of duties

The employer and a shop steward or labour protection delegate who has been partially released from duties proper may agree that the said duties will be arranged over the

⁶³ Laki työsuojelun valvonnasta ja työpaikan työsuojeluyhteistoiminnasta, no. 44 of 2006.

period for which the person concerned has been elected to represent the staff. This may be justified on account of the amount of time required for the representative's duties, or when the duties proper of the person concerned substantially hamper attendance to the duties of representative.

Duties outside of working hours

A staff representative shall agree in advance with the employer's representative on the duties that have been stipulated or agreed for performance outside of working hours unless these duties have been ordered by a public authority.

Section 9 Salary of a staff representative

The primary basis for determining the job-related and personal salary element of a staff representative shall be the provisions of the collective agreement for universities.

The performance and performance level of a shop steward or a labour protection delegate who has been partially released from working duties proper shall be assessed on the basis of his or her work in the said working duties, and no assessment of reduced performance shall therefore be made on account of the said partial job release.

If a shop steward or labour protection delegate has been fully released from the working duties proper of employment, then the salary payable thereto shall be determined on the basis of section 7 of chapter 1 of the collective agreement for universities, or it shall be separately ascertained or agreed in each case.

If the employer and a shop steward or labour protection delegate who has been partially released from working duties proper jointly stipulate that the said duties are to be arranged in the manner referred to in paragraph 6 of section 8 and that the said arrangement will reduce the job requirement, then the job-related salary element of the person concerned shall be increased by paying an additional fee corresponding to the reduction. This additional fee shall be equated with a job-related salary component and shall include general increases. The arrangement of duties of the person concerned when the representative duties of a shop steward or labour protection delegate come to an end shall also be agreed at this time.

Changes in the earnings of a chief shop steward and labour protection delegate shall correspond to changes in earnings occurring within the university.

Section 10 Compensation for loss of earnings

The time spent in performing co-operation functions during working hours by staff representatives who have been partially released from working duties proper shall be counted as their working time.

If representatives who do not fall within the scope of the working time system for teaching and research staff or training school teachers perform co-operation functions during their time off that were agreed with the employer's representative, then the said time shall also be counted as their working time.

If a staff representative, pursuant to a special travel order of the university concerned, is sent on travel in Finland that is necessary for the performance of co-operation functions, then the said representative shall be compensated for the costs of this travel in accordance with the agreed provisions on compensation for travelling expenses.

Implementation regulation: When the time taken in co-operation functions under paragraph 2 of section 10 is counted as working time, this shall mean that with respect to the time in question the employee concerned receives all of the compensations and bonuses for which the said person otherwise qualifies under working time regulations.

Section 11 Fees of shop stewards and labour protection delegates

The following fees payable to a person serving as chief shop steward or shop steward have been agreed:

Fee of a shop steward

Employees represented	Monthly fee, EUR	Monthly fee, EUR
	Shop steward	Chief shop steward
Fewer than 160	75.00	159.56
160 - 350	159.56	255.32
More than 350	201.05	349.25

The number of employees represented shall be verified at intervals of one academic year. The fee shall be counted into the salary under section 7 of chapter 1 of the collective agreement.

If, pursuant to a notice submitted to the employer, a deputy shop steward performs the duties of a shop steward who has been prevented from doing so for a continuous period of not less than two weeks, then the shop steward fee for the month in question shall be paid to the said deputy shop steward who so deputises for the shop steward.

Comment: Training schools are subject to their own provisions on shop steward fees.

Fee of a labour protection delegate

The following separate labour protection delegate fee shall be paid to a labour protection delegate:

Employees represented	Monthly fee, EUR
Fewer than 50	75.00
50 - 200	145.05
201 - 500	203.08
501 - 1000	261.10
More than 1000	319.13

When, pursuant to a notice submitted to the employer, the deputy for a labour protection delegate performs the duties of a labour protection delegate who has been prevented from doing so for a continuous period of not less than two weeks, then the compensation for the month in question shall be paid to the said deputy instead of the labour protection delegate proper.

Section 12 Information to be provided to a shop steward

The shop steward shall be provided with all of the information and necessary documentation that is pertinent to resolving any case of confusion or dispute concerning the salary of an employee, or the application of legislation, regulations or agreements governing employment.

The university shall furnish the shop steward with all collective agreements, special protocols and other agreements, their implementation regulations, and the special regulations and instructions governing the said university.

A chief shop steward or other corresponding shop stewards are entitled, at least annually, to receive details of staff numbers and changes therein within their own spheres of operation or workplaces, and of the number of temporary, part-time staff and outside staff working for the employer, and any changes therein.

A shop steward is entitled, not less than twice annually, to the following details of new temporary service relationships within the shop steward's own sphere of operation or workplace: the name, position and organisational unit of the person, the date when the service relationship commenced, the duration of the service relationship as known by the employer, and the grounds for temporary employment.

Section 13 Right to information on the remuneration system

The following arrangements shall apply unless other arrangements for informing the shop steward have been agreed locally:

Annually, and before engaging in salary negotiations, the chief shop steward and other shop stewards – with respect to their own spheres of operation or workplaces – shall be entitled in confidence to details of the placement in job requirement levels of staff falling within the scope of the salary system agreement, and to statistical details of the total salary of staff and changes therein, arranged by job requirement and performance level, staff group and gender.

Under the said circumstances and subject to the said conditions, a shop steward shall also be entitled to details of the job descriptions and the job requirement evaluations and levels of the staff that the shop steward represents. However, provision of details pertaining to the grounds for and size of the personal salary component and to the total salary shall require the written consent of the person concerned.

The precise statistical information referred to in this section and the detailed manner of providing information shall be agreed between the parties hereto.

The requirements of data protection shall be considered when providing the information referred to in this section. The information shall be released without charge.

Section 14 Access to information of staff representatives other than the shop steward

A staff representative shall be entitled to receive the information required for performing the duties of representative in the manner prescribed or agreed.

Comment: The information to be provided to staff representatives is prescribed in section 32 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces⁶⁴, sections 22, 36 and 47 of the Act on Co-operation Within Undertakings⁶⁵, and section 6 of the Subscriber Liability Act⁶⁶.

Section 15 Premises and equipment

Having regard to conditions in the sector and to the extent and nature of the duties of the shop steward and labour protection delegate, the said representatives shall be provided with suitable premises where they may keep any documents and office equipment that are required for attending to their co-operation functions. A place shall also be designated where the shop steward and labour protection delegate may conduct the discussions that are required in the course of their duties.

The shop steward and labour protection delegate may use the normal communication and office equipment of the university when performing their duties.

The shop steward and labour protection delegate shall agree on the practical arrangements referred to in this section with the employer's representative.

Implementation regulation: Normal office equipment shall also include the computer equipment and associated software (including Internet and e-mail connections) that are generally used in the university. The assessment may allow for such factors as the size of the university, the scope of duties of the shop steward or labour protection delegate, and the associated requirements and time taken for these duties.

Status of a staff representative

Section 16 Career advancement

The opportunities of persons elected to co-operation functions for personal development and vocational advancement may not be impaired on account of the said functions.

⁶⁴ Laki työsuojelun valvonnasta ja työpaikan työsuojeluyhteistoiminnasta, no. 44 of 2006.

⁶⁵ Laki yhteistoiminnasta yrityksissä, no. 334 of 2007.

⁶⁶ Laki tilaajan selvitysvelvollisuudesta ja vastuusta ulkopuolista työvoimaa käytettäessä, no. 1233 of 2006 (“Act on the Contractor's Obligations and Liability when Work is Contracted Out”).

The employer and the shop steward or labour protection delegate must, also during the term of office of the said representative, determine whether any training that is also arranged for other staff is required in order to maintain the skills of the representative with respect to the representative's previous or corresponding duties.

Other staff involved in co-operation functions must also have an opportunity that is equitable with respect to other staff to take part in training that maintains and improves vocational skills.

Section 17 Training

Staff representatives engaged in co-operation functions shall, where possible, be given an opportunity to take part in training that will tend to enhance their competence in discharging the said functions.

Training shall otherwise comply with the agreed provisions governing trade union training.

When the term of office of a shop steward and labour protection delegate comes to an end, the said representative and the employer shall jointly determine whether any vocational skills maintenance training is required in order for the representative to return to his or her previous position or to a corresponding position. The employer shall arrange any training that is required by the said determination. When deciding the content of such training attention shall be paid to job release, to the length of the term of office served in co-operation functions, and to any changes in working methods that have occurred during the said period.

Implementation regulation: After signing collective agreements the employer shall summon the shop steward and supervisors to joint sessions at which interpretations of the new agreements shall be examined together with any other issues pertaining to shop steward functions.

Comment: Under section 33 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces⁶⁷, the employer and the labour protection delegate and deputy delegate must discuss the need for training and associated arrangements within two months of their election.

Section 18 Equitable treatment of staff representatives

Staff representatives shall not be disadvantaged with respect to other employees, or otherwise subjected to discrimination or coercion for attending to their duties.

Section 19 Security of employment

The employment contract of a shop steward, labour protection delegate or labour protection agent may not be rescinded or terminated with notice on account of the said function.

⁶⁷ *Laki työsuojelun valvonnasta ja työpaikan työsuojeluyhteistoiminnasta*, no. 44 of 2006.

Pay security and protection against transfer

A shop steward, labour protection delegate or labour protection agent may not be transferred to a position in which attendance to co-operation functions is materially hampered without the personal consent of the said representative. The same shall also apply to transfers to positions or modifications in duties in which the salary factors of the applicable salary system are lower than those previously governing the representative's salary.

In the event that staff have to be transferred, efforts shall be made to ensure that an employee serving as labour protection delegate is the last to be transferred.

Transfer of business

The status of a chief shop steward and labour protection delegate shall continue as such, notwithstanding a transfer of business, if the transferred business or part thereof retains its independence. If a transferred business or part thereof loses its independence, then the chief shop steward and the labour protection delegate shall be entitled to the subsequent protection referred to in section 20 of this agreement as of the end of the term of office arising from the transfer of business.

Downsizing on grounds of finance and production

If employees of a university are laid off or made redundant, then the said measure shall not apply to the chief shop steward or labour protection delegate unless it is jointly verified that no work can be offered to them that corresponds to their vocation or is otherwise suitable. A shop steward other than a chief shop steward may be dismissed or laid off in accordance with subsection 2 of section 10 of chapter 7 of the Employment Contracts Act⁶⁸ only when the work of the shop steward entirely ends and the employer is unable to arrange work for the shop steward that corresponds to the said employee's vocational skills or is otherwise suitable for the said employee, or to arrange training for the employee for other duties in the manner referred to in section 4 of chapter 7 of the said Act.

Individual protection

A shop steward, labour protection delegate or other staff representative involved in co-operation functions may not be dismissed for individual reasons pertaining to the said employee without the consent of a majority of the staff represented by the said elected official, as required by subsection 1 of section 10 of chapter 7 of the Employment Contracts Act⁶⁹.

The employment contract of a shop steward or labour protection delegate may not be rescinded or considered dissolved in a manner contrary to sections 1-3 of chapter 8 of the Employment Contracts Act⁷⁰.

⁶⁸ *Työsopimuslaki*, no. 55 of 2001.

⁶⁹ *Työsopimuslaki*, no. 55 of 2001.

⁷⁰ *Työsopimuslaki*, no. 55 of 2001.

A shop steward or labour protection delegate may not be disadvantaged with respect to other employees when assessing the grounds for rescinding the employment contract of the said employee.

Section 20 Candidate and subsequent protection

The regulations of sections 18 and 19 of this agreement shall also be observed in applicable respects in relation to any candidate for the position of chief shop steward who has been nominated by a union branch or association, provided that the union branch or association has notified the employer of the said nomination in writing, and in relation to any candidate for the position of labour protection delegate whose candidacy has been notified to the employer in writing.

Protection of candidates shall nevertheless begin no sooner than three months before the start of the term of office of the representative to be elected and shall expire with respect to a candidate who is not elected when the outcome of the election has been verified.

These regulations shall also continue to apply to an employee who has served as a chief shop steward and as a labour protection delegate for a period of six months after the said duties come to an end.

Section 21 Compensation for unfounded termination of the employment contract of a shop steward and labour protection delegate

If the employment contract of a shop steward or labour protection delegate has been terminated in a manner contrary to these regulations, then the employer shall pay compensation of no less than 10 months' and no more than 30 months' salary to the person concerned. The compensation shall be determined according to the principles set out in subsection 2 of section 2 of chapter 12 of the Employment Contracts Act⁷¹. Infringement of rights under these regulations shall be considered a factor that increases the compensation payable.

Compensation for unfounded layoff under this agreement shall be determined according to subsection 1 of section 1 of chapter 12 of the Employment Contracts Act⁷².

⁷¹ *Työsopimuslaki*, no. 55 of 2001.

⁷² *Työsopimuslaki*, no. 55 of 2001.

AGREEMENT PROVISIONS ON TRADE UNION TRAINING

Section 1 General

Trade union training denotes training arranged by staff organisations for their membership pertaining to co-operation between the employer and the said organisations or improvement in the operating conditions of these organisations. The employer subsidises trade union training that promotes the foregoing co-operation in the manner specified below.

Implementation regulation: In addition to training arranged by the organisations to improve co-operation skills, the employer and the organisations may collaborate where necessary to plan and implement training for the same purpose according to the needs of a specific university. Jointly planned training shall be arranged either as staff training, or a division of costs between the employer and the organisations shall be specially agreed for each course.

The staff development plans for a university shall allow for the training needs of shop stewards, the head of labour protection and labour protection delegates, and other staff engaged in co-operation functions.

Section 2 Training committee

The parties to the collective agreement shall appoint a joint training committee for the purpose of training matters, to which no more than two representatives shall be appointed from each signatory federation.

The training committee shall approve the courses referred to in this training agreement for one calendar year at a time. Courses may also be approved during the calendar year when necessary.

Before approving a course, the training committee shall be given an account of its teaching programme, time, venue, target group, and participants, and any other details that the training committee may request. A jointly verified educational need shall be a condition of approving a course. The training committee shall have an opportunity to monitor teaching on approved courses.

The principal organisations that are parties hereto shall announce the courses approved by the training committee for the coming year no later than two months before the first course begins.

Section 3 Trade union training

In this agreement trade union training shall denote shop steward training, labour protection training and co-operation training.

Shop steward training improves the competence of a shop steward in discharging the functions of this elected position and thereby promotes the objectives of shop steward activities.

Labour protection training improves the co-operation required by the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces⁷³ and agreements concluded pursuant thereto, and thereby promotes achievement of the assigned objectives of labour protection activities.

Co-operation training improves the conditions for co-operation between the management and staff of a university, thereby promoting in-house co-operation.

Section 4 Entitlement to trade union training and maximum amounts of training

Representatives serving in shop steward, labour protection and other co-operation functions and their deputies, and the chairperson of a union branch or association may take part in trade union training that is necessary for attending to their fiduciary or co-operation functions.

The training may last for no longer than a total of 22 working days in a calendar year for a shop steward, and no longer than a total of 11 working days in a calendar year for other elected representatives engaged in co-operation functions.

Comment: The reckoning of course days shall comply with the previous interpretation.

When deciding on participation in training the university shall consider the training requirements for the person's co-operation function. Participation shall also be considered in relation to the content of training and the relevant duties, and not merely on the basis of the person's formal status in the co-operation system.

Trade union training may also be arranged either wholly or partly online.

An applicant for trade union training shall be required to furnish the employer with the programme for the training event in question or some other account of the matters to be covered at the said event.

Implementation regulation: The staff representatives referred to in paragraph 1 above shall be entitled to participate in courses approved by the training committee if the need for training is jointly verified by the employer and the course applicant, and participation in the course can be arranged without substantially inconveniencing the employer.

On the foregoing grounds, the employer shall be entitled to postpone participation in the training for not longer than 6 months. In the case of recurrent training arranged at intervals exceeding six months, participation may be postponed until no later than the time at which the next corresponding training event is arranged.

⁷³ Laki työsuojelun valvonnasta ja työpaikan työsuojeluyhteistoiminnasta, no. 44 of 2006.

Section 5 Applications for training

The employee shall request job release for the purpose of participating in training. The application must be submitted no later than two weeks before the start of any training event lasting no longer than five days, and no later than six weeks before the start of any training event of longer duration.

Section 6 Financial benefits for training

The employee shall be paid salary in accordance with section 7 of chapter 1 of the collective agreement for the period of participation in training referred to in section 3 above.

Implementation regulation: In principle the employer shall be required to pay compensation only once to the same person for the same training event or for a training event of comparable content.

Before a person takes part in the training referred to in section 3 above, the measures arising from the said participation shall be agreed with the employer and the question of whether the training event is one for which the employee is entitled to compensation for lost earnings under this agreement shall be specifically ascertained in advance. The compensation period shall likewise be determined.

Section 7 Trade union training time counted as working time

The time taken in trade union training shall count as working time in the manner agreed in working time regulations.

Section 8 Trade union training not referred to in this agreement

The time limits prescribed in section 5 governing applications for training shall be observed when seeking unpaid job release for trade union training not referred to in this agreement.

Implementation regulation: No provisions have been agreed whereby training that improves the operating conditions of organisations would constitute training eligible for job release. Job release may be granted for the said training at the employer's discretion. Applications for such training shall also comply with the time limits governing other trade union training referred to in this agreement. Any job release that is granted for such training shall nevertheless be counted as time spent in the training referred to in paragraph 2 of section 4 of this agreement.

Examples of such courses include courses for association treasures and secretaries, and courses on subjects such as committee procedure.

AGREEMENT ON LOCAL COLLECTIVE BARGAINING

Section 1 Local collective bargaining

This section shall apply to regulations of the collective agreement permitting local collective bargaining within the limits specified in the said agreement.

Unless otherwise stipulated in the pertinent regulation of the collective agreement, the negotiating parties of an agreement concluded through local collective bargaining shall be the chief shop steward and the employer's representative.

Section 2 Agreement on derogations from the collective agreement

Derogations from the regulations of the collective agreement may be locally agreed where a justified reason so requires.

A local agreement may be concluded within statutory limits.

No local agreement may be concluded, however, to set aside the whole of the collective agreement or any essential part thereof such as the salary or working time scheduling system, unless otherwise separately stipulated in the collective agreement (salary system).

The parties to the agreement shall be an employer bound by the collective agreement and the competent registered local association affiliated to an organisation that is a party to the collective agreement or the chief shop steward representing the individuals affected by the matter in question.

The bargaining partners shall be determined before the negotiations commence.

A proposal for a local agreement shall specify the point of the collective agreement upon which agreement is sought and shall give reasons for the desired derogation.

Section 3 Derogation from minimum standards governing salaries and other financial benefits

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

Any such agreement shall require the existence of the grounds prescribed in section 3 of chapter 7 of the Employment Contracts Act⁷⁴ (i.e. grounds for redundancy).

When negotiating an agreement of the kind referred to in this section the employer shall comply with the provisions of the Act on Co-operation Within Undertakings⁷⁵ concerning the provision of necessary information in negotiations. The parties may call upon the assistance of specialists if necessary.

⁷⁴ *Työsopimuslaki*, no. 55 of 2001.

⁷⁵ *Laki yhteistoiminnasta yrityksissä*, no. 334 of 2007.

Section 4 Form and content of agreement

A local agreement shall be concluded in writing.

The agreement must include at least the following:

- the purpose of the agreement
- the parties to the agreement
- the subject of the agreement
- the detailed content of the agreement
- the terms of validity and termination of the agreement
- the date and signatures

Section 5 Validity and termination of a local agreement

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

An agreement concluded until further notice may be terminated at three months' notice unless some other period of notice has been agreed.

Any agreement concluded for a fixed period exceeding three years shall, after three years have expired, be open to termination in the same way as an agreement concluded until further notice.

The regulations of the general collective agreement and legislation in force shall be observed after a local agreement has expired.

Section 6 Approval by the parties to the collective agreement, entry into force and legal effects

A local agreement of the kind referred to in sections 2 and 3 of this agreement shall be submitted for approval to the signatories of the collective agreement. The said parties shall consider the matter without undue delay and decide to approve or reject the agreement within no more than two months of receiving the agreement.

A local agreement shall take effect at the agreed time, but only after it has been approved by the parties to the collective agreement.

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

Section 7 Interpretation of an agreement and settlement of disputes

Disputes over the interpretation of this agreement and of local agreements that are based thereupon shall be settled in the same way as disputes over the collective agreement.

Section 8 Validity

This agreement shall remain in force for the duration of the general collective agreement for universities, pursuant to which this agreement was concluded.

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

APPENDICES TO THE SALARY SYSTEM FOR UNIVERSITIES

- Appendix 1 Job requirement scheme for teaching and research staff
- Appendix 2 Job requirement table for other staff
- Appendix 3 Personal performance evaluation system for teaching and research staff
- Appendix 3a Personal performance system criteria
- Appendix 4 Performance evaluation for other staff
- Appendix 5 Salary scales

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

Appendix 1 Job requirement scheme for teaching and research staff

TABLE OF REQUIREMENT LEVELS

Description of position / documentation using attached form for describing duties

The positions typically involved at various levels are described in the table of requirement levels. If a position on levels 1-4 is weighted towards research, then references to teaching and counselling will not guide the selection of level.

Level	Nature and responsibilities of the work	Interaction skills	Knowledge and skills
1	Postgraduate research Postgraduate studies	Small-scale teaching involved in the employee's own postgraduate studies under the guidance of a supervisor/director	Master's degree
2	Postgraduate research work or other guided research work Postgraduate studies A minimal extent of duties unrelated to the employee's own postgraduate research	Small-scale teaching involved in the employee's own postgraduate studies or interaction skills required for project-based work	Master's degree
<i>Principal difference from the preceding level: increased requirement of teaching duties, possible participation in duties assisting teaching and facility administration, progress of postgraduate studies</i>			
3	Postgraduate research work or other research work Postgraduate studies Duties associated with undergraduate teaching and with teaching and facility administration, or more demanding project duties	Duties involving counselling undergraduates or interaction skills required for project-based work	Master's degree
<i>Principal difference from the preceding level: participation in student counselling, more demanding duties of teaching and facility administration, acquisition of academic qualifications, independent responsibility for the employee's research work as part of a project team</i>			
4	Research work involved in postgraduate studies or independent research work involving good command of methodology Duties performed independently associated with undergraduate teaching, and with teaching and/or university administration	Teaching assistant duties	Studies equivalent to a Licentiate degree
<i>Principal difference from the preceding level: increase in academic qualifications, duties of teaching and administration performed more independently, increase in requirement of research duties and possible responsibility for fairly minor projects</i>			

Level	Nature of work	Interaction skills and responsibility	Knowledge and skills
5	duties weighted towards research:		
	Independent academic research work Duties associated with undergraduate teaching, and/or with university administration	Guiding undergraduate thesis work in the employee's own field of research Planning and implementing research projects Serving as chief researcher in a research team Social and academic specialist duties	Doctoral degree or other researcher training
	<i>Principal difference from the preceding level: separation of teaching and research position profiles, achievement of academic qualifications, diversification of teaching, involvement in specialist duties, increase in size of a possible project team for which the employee may be responsible</i>		
	duties weighted towards teaching:		
Independent teaching duties Duties include assessment and development Departmental duties	Planning and implementing educational modules Undergraduate level teaching Guidance of undergraduate students	Good teaching ability Requires overall command of teaching field	
<i>Principal difference from the preceding level: separation of teaching and research position profiles, increased responsibility and independence in teaching duties</i>			
6	duties weighted towards research:		
	Independent academic research work Duties associated with undergraduate and especially postgraduate teaching, and with university administration	Senior research organisation duties and duties associated with directing a research team. Procurement of research financing Directing undergraduate thesis research Academic and social specialist duties Independent responsibility for clinical work	Doctoral degree
	<i>Principal difference from the preceding level: academic qualifications, responsibility for postgraduate education, diversification of specialist duties, increased emphasis on financial responsibility</i>		
	duties weighted towards teaching:		
Extensive teaching responsibilities Teaching work valued by the university community Departmental and organisational duties	Undergraduate teaching Counselling in thesis writing Subject responsibilities Leading extensive teaching courses Responsibility for improving instruction	Duties requiring experience in teaching and counselling Good teaching ability Long-term teaching experience	
<i>Principal difference from the preceding level: increased experience requirement, inclusion of subject responsibility, more demanding development duties, counselling in thesis writing</i>			
7	Teaching and research work valued by the university community	Creating and maintaining a co-operation network in the academic and educational sector Planning and organising research projects Responsibility for using resources Responsibility for the educational programme Responsibility for postgraduate education / very broad responsibility for education Academic and social specialist duties Extensive responsibility for clinical work	Diversified teaching experience in both undergraduate and postgraduate education Ability to assume responsibility for the discipline
	<i>Principal difference from the preceding level: teaching and research duties in the same profile, but duties may be weighted towards teaching or research. Increased importance of responsibility, diversity either in academic work or teaching experience, increased need for collaboration and external functions</i>		

Level	Nature of work	Interaction skills and responsibility	Knowledge and skills
8	Teaching and research work highly valued by the academic community	Creating and maintaining an academic co-operation network – also internationally Extensive responsibility for the discipline and its development Planning, organising and co-ordinating research projects and networks Responsibility for using research resources Extensive responsibility for the educational programme or responsibility for leading and improving research Extensive responsibility for postgraduate education Extensive academic and social specialist duties	Eligibility to serve as a professor Diversified teaching experience in both undergraduate and post-graduate education
	<i>Principal difference from the preceding level: diversity of duties, broad scope of duties and responsibilities, in-depth ability and emphasis on academic appreciation, international dimension, eligibility to serve as a professor</i>		
9	Teaching and research work highly valued by the academic community	Creating and maintaining an extensive academic co-operation network – especially internationally Extensive responsibility for the discipline and its development Strategic planning, organising and co-ordination of research projects and networks Extensive responsibility for using research resources Extensive responsibility for the educational programme or extensive responsibility for leading and improving research Extensive responsibility for postgraduate education Demanding academic and social specialist duties	Eligibility to serve as a professor Diversified teaching experience in both undergraduate and post-graduate education
	<i>Principal difference from the preceding level: Emphasis on the diversity and extent of academic esteem, duties, responsibilities and co-operation networks</i>		
10	Teaching and research work very highly valued by the academic community	Extensive creation and maintenance of an academic co-operation network – especially internationally Extensive responsibility for the discipline and its development Strategic planning, organising and co-ordination of major research projects and networks Extensive responsibility for using research resources Extensive responsibility for the educational programme or extensive responsibility for leading and improving research Extensive responsibility for postgraduate education, including directing a postgraduate education organisation Highly demanding academic and social specialist duties	Eligibility to serve as a professor Diversified teaching experience in both undergraduate and post-graduate education
	<i>Principal difference from the preceding level: Highly demanding level, advancement to this level requires very broad responsibilities and job demands</i>		

Level	Nature of work	Interaction skills and responsibility	Knowledge and skills
11	Teaching and research work very highly valued by the academic community	Creating and maintaining extensive academic co-operation networks – especially internationally Strategic planning, organising and co-ordination of research projects and networks at the highest level Very extensive responsibility for using research resources Exceptionally demanding academic duties Extensive responsibility for postgraduate education, including directing a postgraduate education organisation Highly demanding academic and social specialist duties	Eligibility to serve as a professor Highly diversified and broad teaching and research experience
<i>Principal difference from the preceding level: The most demanding level, advancement to this level is exceptional and requires very broad responsibilities and job demands</i>			

TABLE OF REQUIREMENT LEVELS: THE CREATIVE AND PERFORMING ARTS

Description of position / documentation using attached form for describing duties

The positions typically involved at various levels are described in the table of requirement levels. If a position on levels 1-4 is weighted towards research, then references to teaching and counselling will not guide the selection of level.

Level	Nature and responsibilities of the work	Interaction skills	Knowledge and skills
1	Research and/or artistic work involved in postgraduate research Postgraduate studies	Small-scale teaching involved in the employee's own postgraduate studies under the guidance of a supervisor/director	Master's degree
2	Research and/or artistic work involved in postgraduate research Postgraduate studies Minor duties unrelated to the employee's own postgraduate research	Small-scale teaching involved in the employee's own postgraduate studies or other teaching work or interaction skills required for project-based work	Master's degree
<i>Principal difference from the preceding level: increased requirement of teaching duties, progress of postgraduate studies, possible participation in duties assisting teaching and facility administration</i>			
3	Research and/or artistic work involved in postgraduate research Postgraduate studies Duties associated with undergraduate teaching and with teaching and facility administration, or more demanding project duties Responsibility for the employee's own research as part of a project team	Duties involving counselling undergraduates or responsible duties in a project team	Master's degree
<i>Principal difference from the preceding level: participation in student counselling, more demanding duties of teaching and facility administration, acquisition of artistic and/or scientific qualifications, responsibility for implementing work of a project team</i>			
4	Research and/or artistic work involved in postgraduate studies Duties performed independently associated with undergraduate teaching, and with teaching and/or university administration Alternatively: Independent research work involving a good command of methodology	Teaching assistant duties or minor independent teaching duties	Studies equivalent to a Licentiate degree
<i>Principal difference from the preceding level: duties of teaching and administration performed more independently, increase in artistic and/or scientific qualifications, increase in requirement of research duties and possible responsibility for fairly minor projects</i>			

Level	Nature of work	Interaction skills and responsibility	Knowledge and skills
5	duties weighted towards research:		
	Independent research and/or artistic work Duties associated with undergraduate teaching, and/or with university administration	Guiding undergraduate thesis work in the employee's own field of research and/or artistic activities Planning and implementing research projects Serving as a researcher or member responsible for the work of a research team and/or artistic project Scientific and/or artistic and social specialist duties	Doctoral degree or other researcher training
	<i>Principal difference from the preceding level: separation of teaching and research position profiles, achievement of scientific and/or artistic qualifications, diversification of teaching, involvement in specialist duties</i>		
	duties weighted towards teaching:		
Independent teaching duties Duties include assessment and development Departmental duties	Planning and implementing educational modules Basic study level teaching Undergraduate level teaching Guidance of undergraduate students	Good teaching ability Artistic qualifications Requires overall command of teaching field	
<i>Principal difference from the preceding level: separation of teaching and research position profiles</i>			
6	duties weighted towards research:		
	Independent research and/or artistic work Duties associated with undergraduate and especially postgraduate teaching, and with university administration	Senior duties organising research and/or artistic activities, and duties associated with directing a research team and/or artistic project Procuring finance Directing undergraduate thesis research Scientific and/or artistic and social specialist duties	Doctoral degree
	<i>Principal difference from the preceding level: scientific and/or artistic qualifications, responsibility for postgraduate education, diversified specialist duties</i>		
	duties weighted towards teaching:		
Teaching work valued by the university community Departmental and organisational duties	Undergraduate teaching Guiding Master's thesis writing Subject responsibility Leading extensive or demanding instruction courses Responsibility for improving instruction	Duties requiring long-term experience in teaching and counselling Good teaching ability Artistic qualifications and adequate teaching skills	
<i>Principal difference from the preceding level: increased experience requirement, inclusion of subject responsibility, more demanding development duties, counselling in Master's thesis writing</i>			

Level	Nature of work	Interaction skills and responsibility	Knowledge and skills
7	Teaching and artistic work valued by the creative and performing arts community	<ul style="list-style-type: none"> Creating and maintaining a co-operation network in the artistic and educational sector Planning and organising projects Responsibility for using resources Responsibility for the educational programme Responsibility for postgraduate education Artistic and social specialist duties 	<ul style="list-style-type: none"> Diversified teaching experience in undergraduate and/or postgraduate education Ability to assume responsibility for the artistic discipline
	<i>Principal difference from the preceding level:</i> teaching and research duties in the same profile, but duties may be weighted towards teaching or research. Increased importance of responsibility, diversity in, for example, teaching experience or artistic work, increased need for collaboration and external functions		
8	Teaching and artistic work highly valued by the creative and performing arts community	<ul style="list-style-type: none"> Creating and maintaining an artistic co-operation network, having regard to the international dimension Extensive responsibility for top-level education in the artistic discipline and for its development Planning, organising and co-ordinating projects and artistic productions Responsibility for using the resources of projects and artistic productions Responsibility for postgraduate education Extensive artistic and social specialist duties 	<ul style="list-style-type: none"> Eligibility to serve as a professor Diversified teaching experience at university level or other proven teaching skills
	<i>Principal difference from the preceding level:</i> diversity of duties, broad scope of duties and responsibilities, in-depth ability and emphasis on artistic appreciation, international dimension, eligibility to serve as a professor		
9	Teaching and artistic work highly valued by the creative and performing arts community	<ul style="list-style-type: none"> Creating and maintaining an artistic co-operation network – especially internationally Extensive responsibility for top-level education in the artistic discipline and for its development Planning, organising and co-ordinating projects and artistic productions and networks Extensive responsibility for using the resources of projects and artistic productions Responsibility for postgraduate education Demanding artistic and social specialist duties 	<ul style="list-style-type: none"> Eligibility to serve as a professor Diversified teaching experience at university level or other proven teaching skills
	<i>Principal difference from the preceding level:</i> Emphasis on the diversity and extent of artistic esteem, duties, responsibilities and co-operation networks		

Level	Nature of work	Interaction skills and responsibility	Knowledge and skills
10	Teaching and artistic work very highly valued by the creative and performing arts community	Extensive creation and maintenance of an artistic co-operation network – especially internationally Extensive responsibility for top-level education in the artistic discipline and for its development Strategic planning, organising and co-ordination of major projects and artistic productions and networks Extensive responsibility for using the resources of projects and artistic productions Extensive responsibility for postgraduate education – also directing a postgraduate education organisation in the creative and performing arts Very demanding artistic and social specialist duties	Eligibility to serve as a professor Diversified teaching experience in both undergraduate and postgraduate education
<i>Principal difference from the preceding level: Highly demanding level, advancement to this level requires very broad responsibilities and job demands</i>			
11	Top level artistic work and associated teaching	Creating and maintaining extensive artistic co-operation networks – especially internationally Very extensive responsibility for top-level education in the artistic discipline and for its development Strategic planning, organising and co-ordination of demanding projects and artistic productions and networks Very extensive responsibility for using the resources of projects and artistic productions Exceptionally demanding artistic duties Extensive responsibility for postgraduate education – also directing a postgraduate education organisation in the creative and performing arts Very demanding artistic and social specialist duties	Eligibility to serve as a professor Highly diversified and broad teaching and research experience
<i>Principal difference from the preceding level: The most demanding level, advancement to this level is exceptional and requires very broad responsibilities and job demands</i>			

Appendix 2 Job requirement table for other staff

The job requirement table is applied for assessing the requirement of duties performed by staff other than teaching and research staff. The table applies to duties involving implementation of development and investigation projects that are not equivalent to basic scientific research (at supplementary education centres or corresponding units, for example). The table is also applied to duties that involve minimal research, but do not fundamentally constitute research duties proper.

The use of foreign languages in the requirement table refers to duties in which the employee has to use more than one language.

Optional factors at the same levels within requirement factors are referred to with the word “or”. The lists presented are not exhaustive, but serve as examples, meaning that there is no need to meet all of the points in the work assessed.

The typical education referred to in the knowledge and skills levels as a condition of ability should not be understood as a condition of eligibility, but refers to the conditions on which ability at each level is usually based.

The duties assessed may include responsibilities (such as supervisory or financial responsibility) that are not specified in rules of procedure or standing orders. In such cases the responsibilities must nevertheless be specified more clearly in the job description.

Work in difficult and dangerous conditions may be considered when determining the job requirement.

Ability in specialist librarian duties as of requirement level 8 is typically based on studies in information science. For employees working in specialist librarian duties, studies in information science will typically form part of a university degree or they will be information science studies completed in addition to another university degree.

JOB REQUIREMENT TABLE

LEVEL AND GENERAL DESCRIPTION	Duties at this level require the following knowledge, skills and responsibility:			
REQUIREMENT LEVEL 2	Problem-solving and organisational skills:	Interaction skills:	Responsibility:	Knowledge and skills:
Positions at requirement level 2 characteristically comprise guided practical duties in various fields that can be learned through a brief orientation.	Duties are discharged according to instructions and to an assigned priority. The instructions and working methods are established.	The work calls for basic oral and written communication skills and normal co-operation skills as a member of staff.	The work involves responsibility for properly performing the employee's duties.	Discharge of duties requires practical knowledge and skills. The required skills can also be acquired on the job.
REQUIREMENT LEVEL 3	Problem-solving and organisational skills:	Interaction skills:	Responsibility:	Knowledge and skills:
Positions at requirement level 3 characteristically comprise practical duties in various fields, requiring employees to know their own working environment and how to use the basic instruments or apply the established working methods of the field.	Duties are discharged according to instructions that vary from time to time. Duties, routine situations and problems arising on the job should mainly be handled independently. The work may involve various ongoing simultaneous duties and the employee must be aware of their various deadlines or timetables.	The work calls for basic oral and written communication skills and a capacity for teamwork.	The work includes responsibility for improving working methods and practices in the duties concerned.	The <i>skills required</i> for the work are typically acquired through basic vocational training <i>or alternatively</i> through corresponding work experience. The work requires the ability to learn new things.

LEVEL AND GENERAL DESCRIPTION	Duties at this level require the following knowledge, skills and responsibility:			
REQUIREMENT LEVEL 4	Problem-solving and organisational skills:	Interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 4 characteristically comprise guided vocational duties requiring command of established working methods in the field. These duties involve applying the regulations, instructions, agreements etc. that are typical in the field.</p>	<p>There are examples, regulations or practices for duties that are applied in similar recurring situations. Duties, routine situations and problems arising on the job should be handled independently. The work may involve various ongoing simultaneous duties and the employee must be aware of their various deadlines and timetables.</p>	<p>The work calls for <i>one of the following</i> interaction skills:</p> <ul style="list-style-type: none"> • general customer service or advice • processing documents • presenting business in an organised way. <p>The work may also call for use of a foreign language.</p>	<p>Duties include responsibility for smooth functions or services as part of a larger system, <i>such as</i>:</p> <ul style="list-style-type: none"> • reliability of information and results • compliance with timetables or deadlines • suitability of applicable materials, tools or working methods. 	<p>The <i>skills</i> required for the work are <i>typically acquired</i> through appropriate vocational training <i>or alternatively</i> through corresponding work experience in the vocational field. The work calls for spontaneous effort to maintain knowledge and skills. Duties may require knowledge of some university function outside of the employee's own unit or of several functions within the immediate working environment.</p>
REQUIREMENT LEVEL 5	Problem-solving and organisational skills:	Interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 5 characteristically comprise vocational duties in various fields requiring a command of working methods in the field.</p>	<p>Work-related regulations or practices are applied in varying situations. The work involves several ongoing simultaneous duties that must be prioritised with attention paid to implications.</p>	<p>The work calls for <i>one of the following</i> interaction skills:</p> <ul style="list-style-type: none"> • individual customer service, advice or guidance situations (including problem situations), • working in a varying environment, • written preparatory duties, • oral or written presentation of subject areas. <p>The work may also call for use</p>	<p>The work involves responsibility for improving the employee's field and working environment, and for discharging duties in an effective and appropriate manner.</p> <p><i>Examples</i> of responsibilities may include:</p> <ul style="list-style-type: none"> • reliability of information and results • suitability of applicable materials, tools or working methods. 	<p>The <i>skills</i> required for the work <i>are typically acquired</i> either through vocational training for the field of duties, with work experience in the field or in corresponding duties possibly also required, <i>or alternatively</i> through substantial corresponding work experience in the vocational field. The work requires spontaneous acquisition of new information from various sources and assessment of its relevance.</p>

		of a foreign language.		
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LEVEL AND GENERAL DESCRIPTION	Duties at this level require the following knowledge, skills and responsibility:			
REQUIREMENT LEVEL 6	Problem-solving and organisational skills:	Interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 6 characteristically comprise demanding vocational duties in various fields requiring an independent command of working methods in the field.</p>	<p>Duties will be discharged independently, applying relevant information, regulations and practices, and selecting working methods and approaches. Decisions made in the employee's work may affect the work or working methods of others.</p>	<p>The work calls for <i>one of the following</i> interaction skills:</p> <ul style="list-style-type: none"> • reconciling various viewpoints, • preparing or collating subject areas, • working with parties, stakeholders etc. outside the university in the vocational field • arranging the work of a team impartially and expediently. <p>The work may require the use of a foreign language in typical situations.</p>	<p>The work will involve responsibility for <i>one of the following</i>:</p> <ul style="list-style-type: none"> • planning or development • finances • the relevance, validity and quality of operations. <p>The work may involve practical line management or supervisory responsibilities.</p>	<p>The <i>skills</i> required for the work <i>are typically acquired</i> through relevant vocational training or a degree from a university of applied sciences for the field of duties, and work experience in the field or in corresponding duties may also be required. The work requires spontaneous maintenance and improvement of skills.</p>

REQUIREMENT LEVEL 7	Problem-solving and organisational skills:	Interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 7 characteristically comprise duties in various fields requiring special vocational skills.</p>	<p>Duties will be discharged independently, applying information, regulations and practices, and using specialised vocational or scientific methods. Decisions may require preliminary investigation work.</p>	<p>The work calls for <i>one of the following</i> interaction skills:</p> <ul style="list-style-type: none"> • oral and written presentation of subject areas prepared in person, • networked working • arranging the work of a team impartially and expediently. <p>The work may require the use of a foreign language in typical vocational situations.</p>	<p>The work will involve responsibility for <i>one of the following</i> with respect to an area of duties:</p> <ul style="list-style-type: none"> • planning or development • monitoring and reporting • finances • daily operations. <p>The work may involve practical line management or supervisory responsibilities.</p>	<p>The <i>skills</i> required for the work <i>are typically acquired</i> through a degree from a university of applied sciences, with experience in corresponding duties also possibly required. The work requires spontaneous maintenance and improvement of skills, and assessment of the relevance and validity of information obtained from various sources.</p>

LEVEL AND GENERAL DESCRIPTION	Duties at this level require the following knowledge, skills and responsibility:			
REQUIREMENT LEVEL 8	Problem-solving and organisational skills:	Interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 8 are characteristically specialist duties, such as investigative, research*, planning or development duties, or duties of responsibility for an area of operations.</p> <p>* See paragraph 1 of the foreword to Appendix 2.</p>	<p>Duties will be discharged independently, applying relevant information and regulations, or scientific or specialist methods. Duties will also require the ability to analyse information and think creatively when formulating areas of operation.</p>	<p>The work will call for interaction skills <i>in one of the following areas</i>, if necessary also in a foreign language:</p> <ul style="list-style-type: none"> • oral or written presentation of areas of operation prepared independently, • co-operation, communication, counselling or teaching skills in various situations • maintaining and using networks – also outside the university. <p>Work with stakeholders may also call for negotiation skills.</p>	<p>The work will involve responsibility for one of the following:</p> <ul style="list-style-type: none"> • extensive monitoring and reporting duties • investigative duties • the following with respect to the function, service, application, customer account process etc. of an area of operations: <ul style="list-style-type: none"> - planning - development - co-ordination and guidance - marketing - administration - management of information materials • managing a certain area of operations beyond the confines of the employee's unit or at whole-university level. <p>The work may involve line management or supervisory responsibilities.</p>	<p>The <i>skills</i> required for the work are typically acquired through a university degree, with diversified work experience or expertise in the field also possibly required. The work may require comprehensive familiarity with a university function and its operating methods and networks. The work requires spontaneous maintenance, enlargement and further development of skills.</p>

LEVEL AND GENERAL DESCRIPTION	Duties at this level require the following knowledge, skills and responsibility:			
REQUIREMENT LEVEL 9	Problem-solving and organisational skills:	Interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 9 are characteristically demanding specialist duties, such as demanding planning, research* or development duties, or duties of responsibility or staff management for an area of operations.</p> <p>* See paragraph 1 of the foreword to Appendix 2.</p>	<p>Duties will be discharged independently, applying specialised expertise or scientific methods, analysing the relevant information and recognising the need for development. The work will include independent duties of a:</p> <ul style="list-style-type: none"> • specialised, • organising, • co-ordination, • planning, or • supervisory character. 	<p>The work will call for interaction skills <i>in one of the following</i> areas, if necessary also in a foreign language:</p> <ul style="list-style-type: none"> • oral or written presentation of extensive subject areas prepared independently, • co-operation, communication, counselling or teaching skills in various situations • maintaining and using networks within and outside the university. <p>Work with stakeholders will often call for negotiation skills.</p>	<p>The work will involve comprehensive responsibility <i>for one of the following</i>:</p> <ul style="list-style-type: none"> • extensive monitoring and reporting duties • independent investigative duties • the following with respect to the function, service, application, customer account process etc. of an extensive area of operations: <ul style="list-style-type: none"> - planning - development - co-ordination and guidance - marketing - administration - extensive or in-depth command of information materials • responsibility for operations and their development within the employee's field of expertise 	<p>The <i>skills</i> required for the work are <i>typically acquired</i> through a Master's degree, with extensive and diversified work experience or in-depth expertise also possibly required. The work may require comprehensive familiarity with a university function and its operating methods and networks. The work will require continuous and spontaneous maintenance, enlargement and further development, enlargement and specialisation of skills.</p>

			<ul style="list-style-type: none">• managing a certain area of operations beyond the confines of the employee's unit or at whole-university level. <p>The work may involve line management or supervisory responsibilities, or financial responsibility for overall operations.</p>	
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LEVEL AND GENERAL DESCRIPTION	Duties at this level require the following knowledge, skills and responsibility:		
REQUIREMENT LEVEL 10	Problem-solving, organisational and interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 10 characteristically involve specialist expert or chief supervisory duties, such as planning and development duties, or duties in a chief supervisory or supervisory capacity for a certain field or area of operations.</p>	<p>The duties will include planning or taking decisions affecting a unit, function or area of operations. Interpretations must be formulated as the basis for decisions. The duties require the ability to organise complex areas of operation and to harmonise various viewpoints.</p> <p>The work will require a diversity of co-operation, networking and communication skills and negotiating skills, where necessary also in a foreign language. Leadership skills will also be required in supervisory duties.</p>	<p>The work will involve comprehensive responsibility <i>for one of the following</i>:</p> <ul style="list-style-type: none"> • comprehensive responsibility in the employee's own field of expertise • responsibility for planning and developing an extensive field of duties • independent investigative duties requiring specialist expertise • supervisory or managerial responsibility for a unit or extensive area of operations • administration of a certain area of operations, generally at university level. <p>The work may involve serving as a representative of a unit or of the university in the employee's own field of expertise or specialist network.</p>	<p>The <i>skills</i> required for the work are <i>typically acquired</i> through a Master's degree, with extensive and diversified work experience or in-depth specialist expertise also possibly required. The work will require continual assessment and development of operations.</p>

REQUIREMENT LEVEL 11	Problem-solving, organisational and interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 11 characteristically involve demanding specialist expert duties, or demanding duties in the capacity of chief supervisor or supervisor of a team, unit, area of responsibility etc., which may involve responsibility for staff or financial affairs.</p>	<p>The duties will include drawing up the principal plans or taking the principal decisions that affecting a unit or function. New interpretative practices or ways of working must be formulated as the basis for decisions. The duties require the ability to organise complex areas of operation and to harmonise various viewpoints.</p> <p>The work will require a diversity of co-operation, networking and communication skills and negotiating skills, where necessary also in a foreign language. Leadership skills will also be required in supervisory duties.</p>	<p>The work will include comprehensive responsibility for a unit, domain, special area, extensive field of duties or function. <i>The character of the responsibility may be</i></p> <ul style="list-style-type: none"> • supervisory responsibility • responsibility for planning and development • financial responsibility. <p>The work may involve serving as a representative of the university in the employee's own field of expertise.</p>	<p>The <i>skills</i> required for the work are <i>typically acquired</i> either through a Master's degree, with extensive and diversified work experience or in-depth specialist expertise also possibly required, <i>or alternatively</i> through an academic postgraduate degree. The work will require continual assessment and development of operations.</p>

LEVEL AND GENERAL DESCRIPTION	Duties at this level require the following knowledge, skills and responsibility:		
REQUIREMENT LEVEL 12	Problem-solving, organisational and interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 12 characteristically involve leading specialist expert duties, or supervisory or managerial duties for a unit, function etc.</p>	<p>The duties will include formulating strategic policies and making decisions affecting a unit or function, even when the employee is not in acting in a formal supervisory capacity.</p> <p>The work will require leadership skills and the ability to influence policymakers, public authorities, the scientific community and other stakeholders.</p>	<p>The work will include comprehensive responsibility for developing or managing an operating unit or other area of operations.</p>	<p>The <i>skills</i> required for the work will <i>typically be acquired</i> through a Master's degree or an academic postgraduate degree. Diversified work experience or in-depth expertise will also be required.</p>
REQUIREMENT LEVEL 13	Problem-solving, organisational and interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 13 characteristically involve leading specialist expert duties, or managerial duties for a fairly extensive unit, function etc.</p>	<p>The duties will include formulating strategic policies and making decisions affecting a unit or function.</p> <p>The work will require leadership skills and an extensive ability to influence policymakers, public authorities, the scientific community and other stakeholders.</p>	<p>The work will include responsibility for developing or managing a fairly extensive operating unit or other area of operations, and for the necessary resources.</p>	<p>The <i>skills</i> required for the work will <i>typically be acquired</i> through a Master's degree or an academic postgraduate degree. Diversified work experience or in-depth expertise will also be required. The position will require experience of a supervisory position in an expert organisation.</p>

LEVEL AND GENERAL DESCRIPTION	Duties at this level require the following knowledge, skills and responsibility:		
REQUIREMENT LEVEL 14	Problem-solving, organisational and interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 14 are characteristically very demanding international or equivalent specialist duties or very demanding leadership duties.</p>	<p>The duties will include making strategic decisions and choices, and will require the ability to identify, assess, select and justify the associated risks in conflict situations.</p> <p>The work will involve extensive interaction with stakeholders – also internationally. The work calls for good leadership skills.</p>	<p>The work will include responsibility for co-ordinating and directing a major operating unit, extensive areas of operations or projects, and for the necessary resources. The duties will include very extensive responsibility for long-term or large-scale strategic decisions affecting the operations, area of expertise or functions of the organisation.</p>	<p>The <i>skills</i> required for the work will <i>typically be acquired</i> through a Master’s degree or an academic postgraduate degree. Diversified work experience or in-depth expertise will also be required. The duties will require experience in directing an expert organisation.</p>
REQUIREMENT LEVEL 15	Problem-solving, organisational and interaction skills:	Responsibility:	Knowledge and skills:
<p>Positions at requirement level 15 are characteristically very demanding international specialist duties or very demanding leadership duties.</p>	<p>As requirement level 14.</p>	<p>The work involves responsibility for the strategy of an extensive organisation or international project. The duties will include very extensive responsibility for staff and leadership.</p>	<p>As requirement level 14.</p>

Appendix 3 Personal performance evaluation system for teaching and research staff

The system for determining the personal salary element comprises the criteria and procedures that enable determination of how a person has performed the duties of the work plan, or the duties specified in some other manner when the person is not subject to total working time, and that determine the grounds on which the person's performance affects the person's salary. The personal salary element is the part of the salary that is determined on the basis of an employee's personal performance. This evaluation system is applied to teachers and researchers serving in duties that are evaluated under the job requirement scheme.

1 . Evaluation criteria

The functions of universities are stipulated in section 2 of the Universities Act¹. With the exception of professors, there are no longer any separate provisions governing the duties of teachers in the said Act or elsewhere in legislation, and instead the duties and eligibility requirements of teaching staff are specified in the rules of procedure of universities.

The main personal performance evaluation criteria for teachers and researchers serving as a basis for classifying their salaries are:

- 1. Educational merit**
- 2. Research merit**
- 3. Social and university community merit**

Appendix 3a specifies the criteria for each job requirement level serving as the basis for evaluating the performance of teachers and academic researchers.

The main criteria and example factors in the left hand column of Appendix 3a are common to all universities. The factors for evaluating performance under the main criteria in the creative and performing arts universities and disciplines are nevertheless determined with reference to the special features of these disciplines.

The specific criteria for each level shown in the right hand column of Appendix 3a are also essentially common to all universities. Each university may nevertheless also specify and supplement these criteria. For example, this may accommodate evaluation models and practices of proven effectiveness that are already used in a university, such as university portfolios, allocation criteria for researcher training supplements, and the evaluation models and practices applied in the creative and performing arts universities and disciplines. These specifying criteria used at individual universities must nevertheless remain consistent with the main criteria and the performance evaluation factors, and also with the general policy on specifying job requirement level criteria referred to in Appendix 1.

Personal performance is evaluated in relation to duties and to the work plan or to objectives assigned in some other corresponding manner. The job requirement level will be determined on the basis of the requirement of the position, and this level will guide the selection of per-

¹ *Yliopistolaki*, no. 558 of 2009.

sonal performance criteria applicable to the person in question in accordance with Appendix 3a.

2. Personal performance evaluation

The personal salary element is based on how individual employees have performed their work and the duties assigned to them in a work plan or in some other corresponding manner.

The merits of each teacher and researcher under the criteria for specific levels will be collated and documented as the basis for evaluating personal performance. The foregoing specifying level criteria that may be applied at individual universities must be determined before beginning the performance evaluation. Any local specifying criteria must be documented as part of the personal performance evaluation system for teaching staff at the university. Merits for duties will be documented over the preceding three years at level 5 and above, and over the preceding year at levels 1 to 4, reckoned from the date of the evaluation.

The evaluation will be performed on a scale from 1 to 9 for each of the assessed main criteria (educational merit, research merit, social and university community merit). A rating of 9 will correspond to excellent or very significant merit, 5 to a good standard of merit, 3 to a standard that meets expectations, and 1 to very minimal merit.

2.1. The evaluation process

Individual teachers and researchers will list their merit points according to the specific job requirement level criteria of Appendix 3a and their duties (number of publications, pedagogical merit etc.). The director of department or immediate supervisor will review the merit points and issue a provisional opinion on them.

An organ, supervisor or other party (e.g. the Dean, staff administration, academic quality assessment panel, or Rector) appointed by the employer will then, in accordance with the evaluation practice of the university, compare the merits by type of duties, subject discipline and job requirement under Appendix 3a, so that the merits of each teacher and researcher are proportioned to the merits of other employees serving in corresponding jobs within the same reference group. The merits will be evaluated on this basis according to the main criteria for each job on a scale from 1 to 9. The procedure applied at universities will be formulated locally at each university with a view to achieving a common understanding on its content with the representatives of the local trade union branch representing the staff group in question.

Performance will be evaluated by comparing the merits for positions with the merit levels of other employees working *in corresponding fields, in the same job requirement groups, and in positions of a corresponding type.*

In other words, the merits of a teacher working at a certain level will be compared to the merits of other employees working in positions with equivalent requirements. If a person only has duties falling under one main criterion (i.e. only teaching or research), then the evaluation of that employee's merits will only refer to the performance of employees representing the same subject discipline and job requirement level who are solely engaged in corresponding duties. In other words, the research merits of, for example, a researcher engaged solely in research at job

requirement level 4 will basically be compared to the merits of other corresponding researchers.

The evaluation will also allow for differences between subject disciplines and for the special character of the universities of the creative and performing arts so that the merits of teachers and researchers in subject disciplines of fundamentally differing character (e.g. natural sciences and the arts) are not compared, and the evaluation is instead confined to teachers and researchers in other corresponding fields.

2.2. Determining the evaluation result

Personal performance will be evaluated in relation to duties and to the work plan in the manner described in paragraph 2.1. The specifying performance criteria applied to the individual employee will be determined on the basis of the requirement level of duties to correspond to the requirement level group in question as indicated in Appendix 3a, having regard to any specifications for the university concerned.

The main criteria for the personal performance evaluation of teaching and research staff will be weighted according to duties. If the duties of an individual involve only teaching or only research, then performance will be evaluated solely on the basis of these duties. If the duties of an individual include research, teaching and university community duties, then the merits describing these duties will be weighted in the evaluation according to their relative proportions.

A personal performance evaluation will comprise the weighted sum of relative proportions of duties in accordance with the following examples:

Example I:

Duties	Proportion of duties = weighting	Evaluation based on merits (on a scale from 1 to 9)	Weighted result
Teaching duties	60 %	6	$0.6 \times 6 = 3.6$
Research duties	30 %	5	$0.3 \times 5 = 1.5$
Social and university community merit	10 %	4	$0.1 \times 4 = 0.4$
Evaluation result:			5.5

Example II:

Duties	Proportion of duties = weighting	Evaluation based on merits (on a scale from 1 to 9)	Weighted result
	-	-	-
Research duties	90 %	5	$0.9 \times 5 = 4.5$
Social and university community merit	10 %	4	$0.1 \times 4 = 0.4$
Evaluation result:			4.9

The evaluation is documented using the form in Appendix 3c. The employer will confirm the evaluation of personal performance.

Appendix 3a: Personal performance system criteria

Main criteria and specifying criteria for individual levels

The criteria may also be applied by crediting the merits pertaining to duties referred to at higher job requirement levels in the Appendix to the employee, even though the said merits are not referred to at the lower job requirement level point corresponding to the employee's duties.

MAIN CRITERIA	SPECIFYING CRITERIA FOR INDIVIDUAL LEVEL (specifying the general evaluation criteria at a specific level)
1. PEDAGOGICAL MERIT	
<p>Factors to be evaluated in performance, having regard to the teaching and research weighting of the job:</p> <ul style="list-style-type: none"> - educational merits, such as development of personal teaching skills, methods and materials - pedagogical training - degrees completed and academic, artistic and pedagogical qualifications obtained, docent qualifications especially at levels 6 and 7 - breadth of ability / diversity of skills - long-term teaching experience - maintenance of teacher and teaching materials networks - teaching portfolio: an organised, effective and successful pedagogical approach - number of student counselling duties, from personal study plans to guidance of various theses. 	<p>Requirement levels 1-4</p> <ul style="list-style-type: none"> - work in teaching duties
	<p>Requirement levels 5-6, duties weighted towards research</p> <ul style="list-style-type: none"> - teaching and counselling merits - qualification - university pedagogical studies - developing undergraduate teaching
	<p>Requirement levels 5-6, duties weighted towards teaching</p> <ul style="list-style-type: none"> - teaching and counselling merits, and teaching development - university pedagogical studies - skills in teaching and educational technology, development activities
	<p>Requirement level 7</p> <ul style="list-style-type: none"> - teaching merits and teaching development - university pedagogical studies - long-term teaching experience - teacher networks
	<p>Requirement levels 8-11</p> <ul style="list-style-type: none"> - merits for teaching work in the subject discipline - merits for teaching development - skills in teaching and educational technology - awards and distinctions pertaining to teaching
2. RESEARCH MERIT	
<p>Factors to be evaluated in performance according to emphasis in the work plan:</p> <ul style="list-style-type: none"> - successful completion of thesis, progress in thesis - academic and artistic publications - academic and artistic merits - esteem earned in the academic or university community - degrees completed and academic and artistic qualifications obtained, docent qualifications especially at levels 6 and 7 - awards and distinctions pertaining to academic and artistic merits - specialist duties, service as a doctoral dissertation opponent, opinions sought, etc. - theses supervised - external funding 	<p>Requirement levels 1-4</p> <ul style="list-style-type: none"> - progress of PhD thesis as planned - publications - merits for project work
	<p>Requirement levels 5-6, duties weighted towards research</p> <ul style="list-style-type: none"> - publications - academic expertise, specialist assignments - extent of non-government funding
	<p>Requirement levels 5-6, duties weighted towards teaching</p> <ul style="list-style-type: none"> - research work - publications - thesis counselling - degrees completed

	<p>Requirement level 7</p> <ul style="list-style-type: none"> - refereed and other publications - number of counselled degrees - academic merits - degrees completed - extent of non-government funding
	<p>Requirement levels 8-11</p> <ul style="list-style-type: none"> - number of counselled degrees - academic publications (especially refereed publications) and other significant academic merits - extent of non-government funding
<p>3. SOCIAL AND UNIVERSITY COMMUNITY MERIT</p>	
<p>Factors to be evaluated in performance:</p> <ul style="list-style-type: none"> - university community duties - social merits - co-operation skills, supervisory skills as required - commitment to work and workplace - stakeholder interaction skills 	<p>All requirement levels</p> <ul style="list-style-type: none"> - significant social merits and specialist duties assignments <p>Requirement levels 1-7</p> <ul style="list-style-type: none"> -university community merits are evaluated during evaluation discussions

Appendix 4 Personal performance evaluation for other staff

The personal performance evaluation system comprises the procedures for evaluating the performance of individuals, the associated evaluation factors and the evaluation scale. The impact of personal performance on the personal salary element is stipulated in the collective agreement.

Evaluation procedures

The personal performance of an employee is evaluated in the course of an evaluation discussion. The evaluation focuses on the performance of individual employees in their positions, and on the objectives assigned for the employee in the previous performance appraisal or in some other corresponding manner. The evaluation discussion is an important element in supervisory and staff administration work, and in interaction between individual employees and their supervisors.

A successful evaluation discussion requires careful preparation. Individual employees may prepare for it, for example, by evaluating their own performance in advance. Both parties must set aside time for the discussion away from the distraction of other duties.

This evaluation system will be applied in the evaluation. A supervisor will be responsible for evaluating the employee's performance. The supervisor will record the outcome of the evaluation and its grounds on a form, with a copy provided for the employee. If the outcome of the evaluation does not accord with the employee's own view of the employee's performance, then the employee's view and the reasons for it are also recorded in the evaluation summary. The supervisor in question will propose a performance level on the basis of the evaluation. The performance evaluation and performance level will be confirmed by the employer in the light of such factors as the grounds for the performance evaluation and the general evaluation policy.

Where so requested by the employee concerned or by a shop steward representing the employee at the said employee's request, a disagreement concerning an evaluation of personal performance shall be considered with the employee's supervisor, or with a representative of the employer responsible for salary system issues.

Evaluation factors

1. VOCATIONAL COMPETENCE

1.1. Skills, evaluated with reference to such factors as:

- overall command of the employee's duties; knowledge, skills, methods and tools
- maintenance of vocational skills
- ability to focus on essentials

1.2 Personal development, evaluated with reference to such factors as

- how the employee responds to new challenges and ideas, and views new duties and practices
- an active role in improving the job
- how the employee improves personal skills

1.3 Plurality of skills / special ability, evaluated with reference to such factors as

- whether the employee has skills exceeding the employee's own basic duties that benefit the workplace, or some special ability or expertise
- general diversity of the employee's skills or some special ability that benefits the workplace

2. RESPONSIBILITY AT WORK AND ACTIVITY IN THE WORKPLACE

2.1 Spontaneity, evaluated with reference to such factors as

- how spontaneous the employee is in his/her work
- how the employee takes the initiative in improving working methods and the workplace

2.2 Co-operation skills, evaluated with reference to such factors as

- how the employee co-operates at the workplace, and with external parties and stakeholders
- how the employee promotes community and a positive atmosphere
- how the employee deals with conflict

2.3 Commitment to work and colleagues/co-workers, evaluated with reference to such factors as

- how the employee participates in improving the workplace
- how the employee adheres to mutually agreed practices
- how the employee is committed to his/her duties and to the aims of the employee's workplace
- the extent of the employee's involvement in discharging university community functions

The following factors will also be among those considered when evaluating the co-operation skills of employees in supervisory positions and their commitment to the work and the workplace:

- how a supervisor supports, encourages and motivates employees to achieve their objectives
- how a supervisor fosters a positive, effective and productive workplace

3. QUALITY AND PERFORMANCE

3.1 Productivity, evaluated with reference to such factors as

- achievement of, for example, quantitative objectives or deadlines imposed on the employee

3.2 Quality of work, evaluated with reference to such factors as

- quality of work in relation to the demands and goals of duties

3.3 Economy, evaluated with reference to such factors as

- overall economy in discharging duties
- careful use of resources

Evaluation scale

Personal performance is evaluated on a nine-point evaluation scale by individual factor (see points 1.1 - 3.3) according to how the employee performs the duties of the position.

The objectives assigned to an employee are the objectives assigned thereto in the course of a performance appraisal or by management.

Care must be taken to justify any evaluation that differs from expectations. If the evaluation is satisfactory or improvement is required, then the measures available for supporting improved performance must be mutually agreed. The scale is as follows, and half points may also be awarded.

5 points

Excellent performance. The employee's performance clearly exceeds all performance demands and the quantitative and qualitative objectives assigned to the employee.

4 points

Performance exceeding expectations. The employee's performance meets all performance demands very well. The performance exceeds the quantitative and qualitative objectives assigned to the employee in many respects.

3 points

Good performance in line with expectations. The employee's performance meets the performance demands and the objectives assigned to the employee. Performance to a high quality standard in key fields of duty.

2 points

Satisfactory performance. The employee's performance meets the basic performance demands and the principal objectives assigned to the employee. Some aspects of performance are nevertheless in need of improvement.

1 point

Performance requiring improvement. There is a significant need for improvement in the employee's performance. The performance fails to satisfy the objectives assigned to the employee or the standard of performance that can be reasonably required of the employee.

Appendix 5 Salary scales 1.4.2011

Teaching and Research Staff

Requirement level	Personal performance level								
	1	2	3	4	5	6	7	8	9
1	1 707,53 €	1 775,83 €	1 879,99 €	1 982,44 €	2 084,89 €	2 189,05 €	2 291,51 €	2 395,66 €	2 498,12 €
2	1 847,48 €	1 921,38 €	2 034,08 €	2 144,92 €	2 255,77 €	2 368,47 €	2 479,32 €	2 592,01 €	2 702,86 €
3	2 032,93 €	2 114,25 €	2 238,26 €	2 360,23 €	2 482,21 €	2 606,22 €	2 728,19 €	2 852,20 €	2 974,18 €
4	2 339,25 €	2 432,82 €	2 575,51 €	2 715,87 €	2 856,22 €	2 998,92 €	3 139,27 €	3 281,97 €	3 422,32 €
5	2 714,54 €	2 823,12 €	2 988,71 €	3 151,58 €	3 314,45 €	3 480,04 €	3 642,91 €	3 808,50 €	3 971,37 €
6	3 183,06 €	3 310,38 €	3 504,55 €	3 695,53 €	3 886,52 €	4 080,68 €	4 271,67 €	4 465,83 €	4 656,82 €
7	3 662,25 €	3 808,74 €	4 032,14 €	4 251,87 €	4 471,61 €	4 695,00 €	4 914,74 €	5 138,14 €	5 357,87 €
8	4 434,84 €	4 612,23 €	4 882,76 €	5 148,85 €	5 414,94 €	5 685,46 €	5 951,56 €	6 222,08 €	6 488,17 €
9	4 997,83 €	5 197,74 €	5 502,61 €	5 802,48 €	6 102,35 €	6 407,22 €	6 707,09 €	7 011,96 €	7 311,83 €
10	5 663,16 €	5 889,69 €	6 235,14 €	6 574,93 €	6 914,72 €	7 260,17 €	7 599,96 €	7 945,41 €	8 285,20 €
11	6 483,87 €	6 743,22 €	7 138,74 €	7 527,77 €	7 916,81 €	8 312,32 €	8 701,35 €	9 096,87 €	9 485,90 €

Other staff

Requirement level	Personal performance level								
	1	2	3	4	5	6	7	8	9
2	1 501,54 €	1 561,60 €	1 653,20 €	1 743,29 €	1 833,38 €	1 924,97 €	2 015,07 €	2 106,66 €	2 196,75 €
3	1 638,13 €	1 703,66 €	1 803,58 €	1 901,87 €	2 000,16 €	2 100,08 €	2 198,37 €	2 298,30 €	2 396,58 €
4	1 728,46 €	1 797,60 €	1 903,03 €	2 006,74 €	2 110,45 €	2 215,89 €	2 319,59 €	2 425,03 €	2 528,74 €
5	1 824,91 €	1 897,91 €	2 009,23 €	2 118,72 €	2 228,22 €	2 339,53 €	2 449,03 €	2 560,35 €	2 669,84 €
6	1 935,92 €	2 013,36 €	2 131,45 €	2 247,60 €	2 363,76 €	2 481,85 €	2 598,00 €	2 716,10 €	2 832,25 €
7	2 078,68 €	2 161,83 €	2 288,63 €	2 413,35 €	2 538,07 €	2 664,87 €	2 789,59 €	2 916,39 €	3 041,11 €
8	2 361,53 €	2 455,99 €	2 600,04 €	2 741,74 €	2 883,43 €	3 027,48 €	3 169,17 €	3 313,23 €	3 454,92 €
9	2 731,16 €	2 840,41 €	3 007,01 €	3 170,88 €	3 334,75 €	3 501,35 €	3 665,22 €	3 831,82 €	3 995,69 €
10	3 169,65 €	3 296,44 €	3 489,78 €	3 679,96 €	3 870,14 €	4 063,49 €	4 253,67 €	4 447,02 €	4 637,20 €
11	3 565,96 €	3 708,60 €	3 926,12 €	4 140,08 €	4 354,04 €	4 571,56 €	4 785,52 €	5 003,04 €	5 217,00 €
12	4 049,85 €	4 211,84 €	4 458,88 €	4 701,88 €	4 944,87 €	5 191,91 €	5 434,90 €	5 681,94 €	5 924,93 €
13	4 588,25 €	4 771,78 €	5 051,66 €	5 326,96 €	5 602,25 €	5 882,14 €	6 157,43 €	6 437,31 €	6 712,61 €
14	5 251,40 €	5 461,46 €	5 781,79 €	6 096,88 €	6 411,96 €	6 732,29 €	7 047,38 €	7 367,71 €	7 682,80 €
15	5 789,50 €	6 021,08 €	6 374,24 €	6 721,61 €	7 068,98 €	7 422,14 €	7 769,51 €	8 122,67 €	8 470,04 €

**TEACHING AND RESEARCH STAFF + OTHER STAFF
PERCENTAGE OF PERSONAL SALARY ELEMENT**

TEACHING AND RESEARCH STAFF

LEVEL	POINTS			PERCENTAGE
1	1,00	-	1,88	0,0 %
2	1,89	-	2,77	4,0 %
3	2,78	-	3,66	10,1 %
4	3,67	-	4,55	16,1 %
5	4,56	-	5,44	22,1 %
6	5,45	-	6,33	28,2 %
7	6,34	-	7,22	34,2 %
8	7,23	-	8,11	40,3 %
9	8,12	-	9,00	46,3 %

OTHER STAFF

LEVEL	POINTS			PERCENTAGE
1	9,0	-	12,99	0,0 %
2	13,0	-	16,99	4,0 %
3	17,0	-	20,99	10,1 %
4	21,0	-	24,99	16,1 %
5	25,0	-	28,99	22,1 %
6	29,0	-	32,99	28,2 %
7	33,0	-	36,99	34,2 %
8	37,0	-	40,99	40,3 %
9	41,0	-	45,00	46,3 %