

WORK

THE ABC OF WORKING LIFE



WELCOME TO WORKING LIFE!

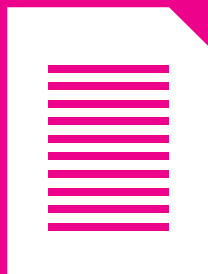
You can manage in working life once you know the rules. They are the same for everyone. The ABC of Working Life guidebook provides the basics of working life information in one book. The guidebook explains the terminology of working life as well as basic information about employment. You should hold on to your rights and acknowledge your responsibilities, too. It is important to remember that you do not need to cope alone. If you do not understand or know something, you can get help e.g. from the shop steward in your workplace or from your trade union. You can join a trade union already as a student.

You can find more information on employees' rights and responsibilities at [työelämään.fi/eng](https://tyoelamaan.fi/eng)

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SEARCH FOR WORK



You can find information about vacancies in various sources: job-hunting portals, company websites, employment offices, newspapers and free distribution papers etc. You can also contact an interesting company directly and inquire about vacancies there. All jobs are not advertised, so you should tell relatives, friends and other networks about your search for work. You may hear about an interesting job or somebody can recommend you to an employer.

APPLICATIONS

The job application and CV will constitute your sales letter: they will determine whether you are invited to a job interview or not. So you should take time and care in compiling them! If you send an application electronically, remember to name the files clearly.

COMMON HEADINGS

IN A CV:

- personal details
- education
- work experience
- skills
- special know-how
- positions of trust
- language skills
- activities
- references or a source for further information

KEYWORDS

JOB APPLICATION

A job application is a response to a job advertisement. The application indicates that you possess the qualities required in the job advertisement. If you do not possess all the qualities, you can bring it up. Young job seekers lack long work experience, but they can often replace it with the right attitude and eagerness to learn new things.

Do not copy the same application to several job openings; instead you should write a separate job application for each vacancy. Argue for why you want to be selected to the job in question in the application. Report on your work and education history, the types of tasks you enjoy and the kind of employee you are. Do not be too modest; however, remember to stick to the truth. The recommended length of an application is one sheet (A4).

CV

The resume, i.e. the CV (Curriculum Vitae) complements your job application. It shows your competence, education and work experience. The information on the CV is presented from the latest to the oldest, so the freshest information comes first. A good resume is flawless, clear and concise and underlines the essential issues concerning the job in question. The recommended length of a CV is a maximum of two sheets (A4).

A young job seeker should mention all possible experience under the work experience. When a long work history is not possible due to the applicant's age, everything that the applicant has done will be appreciated. Under positions of trust you can mention e.g. activities in the fraternity or students' union and in social clubs. You should also mention it in the CV, if you have e.g. done voluntary work or participated in a language course. You can name a former employer or supervisor, colleague, teacher or social club instructor as a reference for you. Always remember to ask the people in question for their permission to mention them as references!

CV MODEL



Download!

<http://www.työelämään.fi/ansioluettelo>
(in Finnish)

DD/MM/YYYY	CURRICULUM VITAE
	
FULL NAME	
date of birth marital status address telephone number email	
EDUCATION	A list of the degrees you have taken in the chronological order of the latest first. You can also recount the trainings and courses you have taken, if they are relevant for the job you are applying for. Also tell, if you have been an exchange student or taken courses abroad. Include the graduation date or the time when you finished the course. If you have not graduated yet, you can give an estimate of the graduation year.
WORK EXPERIENCE	A list of earlier employers in the order of the latest first. Also give the duration of employment and the main tasks you performed.
SKILLS AND / OR SPECIAL KNOW-HOW	If you have skills acquired from outside of the education that can be relevant for performing the job, they should be mentioned separately in the curriculum vitae.
LANGUAGE SKILLS	A list of the languages you speak. You can also indicate how well you speak the language in question, e.g. on the scale excellent – passable.
POSITIONS OF TRUST	If you have positions of trust such as acting in the board of a fraternity, student organization or social club, they should be included in the CV.
ACTIVITIES	A list of those activities that give a positive view of your personality and abilities as an employee.
REFERENCES	A list of people who have promised to recommend you for the job. Always remember to ask for their consent prior to sending the application. Also include the contact details of the reference.



JOB INTERVIEW

If your job application has caught the employer's interest, there usually follows an invitation to a job interview. Visit the employer's website in advance. If you know people who work or have worked in the company in question, ask them about some basic details of it. Remember to check the location of the company in advance so you will know exactly where to go on the day of the interview.

The nature of the job defines the dress code for the interview. Whether you are applying for a job in customer service, factory or management – always dress according to the job you are applying for. It is better to be slightly overdressed than clearly underdressed. The main point is that you feel comfortable and natural.

Arrive at the interview fresh and on time. It is good to remember in the interview that the first impression has a great impact in the selection situation. It may sometimes be difficult to change the first impression. The interviewer creates the first impression of you already based on the handshake. So remember to have a smart and groomed look. Also non-verbal communications, such as facial expressions, gestures and the outer appearance have a role in the kind of impression the interviewer will form about you. Take a portfolio with references, diplomas and demonstrations of your skills

to the interview. Place the most important and relevant papers on the top. Bear in mind that there are many ways to succeed in a job interview, so be yourself and try not to be too nervous!

You can practice the interview situation and think about answers to possible questions in advance. Remember that the questions asked in the interview must somehow relate to the job or to managing the job in question.

There are also questions that must not be asked in a job interview situation. If you feel that you actually have to answer an unacceptable question in a job interview situation, for instance on your family situation or family plans, you can give a vague answer. On the grounds of the Act on Equality, it is not allowed to ask about pregnancy or plans about pregnancy. Furthermore, according to the Act on Equality between Women and Men, applicants may not be placed in an unequal position based on gender.

FOLLOWING THINGS MAY BE ASKED FROM YOU:

Why are you applying for this position?

How familiar are you with our company/ organization?

What do you expect from this job?

What is your work experience?

What type of tasks do you enjoy?

What is your education?

Name three good and three bad points about yourself? (*)

Why should we hire you?

What are you like as an employee?

Talar du svenska?
Puhutko suomea? (**)

Do you have any questions to us? (***)

* The bad sides can be considered as points to develop, and you can reflect on them against the job you are applying for. If, for instance, good German skills are required, you can say that you speak it reasonably well right now, but you are prepared to improve your skills. ** Your language skills can be tested by asking some of the questions in a foreign language. Answer the question in the same language, even if you do not have a good command of it. This shows that you are prepared to try to manage in any language. *** You should think about a few questions to ask in the interview.

QUESTIONS THAT MAY NOT BE ASKED:

Do you have children?

Do you intend to have children in the near future?

What is your religion?

Are you active in politics? Are you a member to a party?

Are you a member of a trade union?

What ownership, business or corporate relations does your family have?

Do you have a serious illness? (*)

Do you live with someone?

* Sometimes questions relating to e.g. health may be allowed, if they concern special characteristics of the job and coping with the job.

A CHECKLIST FOR A JOB SEEKER:

- study the background information about the job
- think about what you have to offer as an employee
- a personal job application stands out, but beware of excesses
- write the CV carefully
- ask a friend for feedback on your job application
- explain what you can do and be proud of it
- only send you certificates if requested
- ask your former supervisors for references
- bring your testimonials and diplomas to the interview
- practice the interview situation in advance
- think about possible interview questions and answers to them in advance
- prepare yourself for the case that the employer asks you for questions at the end of the interview
- remember to dress smartly and suitably
- remember to be polite



RIGHTS AND RESPONSIBILITIES

The employee has rights and responsibilities. The rights explained in this guidebook have been secured by legislation and in collective labour agreements; they also define the employee's responsibilities.

You are in the workplace to work and to learn new things. By performing your duties vigorously you gain experience and also learn to appreciate other people's work. All work must be done carefully and in compliance with the employer's instructions, e.g. the agreed working hours and the use of protection equipment. You must look after the safety and health of yourself as well as others the best you can. We all create and maintain a good work atmosphere - including you! So be proud of your job and workplace.

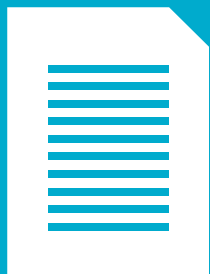
By law, the employee has a loyalty obligation, and it is binding even after the termination of the employment. Employees must not harm the employer through their actions e.g. by engaging in competitive activities

for another employer. Nor may the employee take advantage of, or disclose to outsiders, the employer's business or professional secrets or customer information.

One of the employee's rights is the right to join an association, such as trade union, and to participate in the activities of this association. You have a similar right not to join an association, but it often pays off.



EMPLOYMENT



Once you have been offered a job and accepted it, a contract between the employee and the employer will be signed. The basic signs of employment are that the work is done in person, for the good of another, under the management and supervision of this other, against pay or other compensation. The work contract determines working conditions, such as pay, working location, start and end times and the main duties. The work contract should always be made in writing. Neither party can change the conditions agreed in the work contract without the other's consent. Therefore, read the work contract carefully before signing. You can ask if you can take the contract home to familiarize yourself with it. If you are a member in a trade union, you can also ask the shop steward at your workplace to look through the work contract with you.

WORK CONTRACT

The work contract is the basic agreement of working life. In the contract you commit yourself to do certain jobs for your employer against an agreed pay or other benefits. It should always be made in writing, but an oral work contract is valid, too. A written work contract is, nevertheless, in your and your employer's interest: it is possible to check what was agreed in a written contract.

If the work contract is signed or there is another binding agreement on the employment, the work will start on the agreed date. It is the employee's responsibility. The only way to get rid of the responsibility to start work is by agreeing on it with the employer or by giving notice of the termination of the contract prior to the beginning of the work. If you do not want to go to work, you must inform the employer about it as soon as possible.

A fixed-term work contract can usually not be terminated, unless the possibility to terminate it has been agreed on in the work contract. Terminating an employment contract during a trial period is possible, if there is an agreement on the trial period.

The work contract must define the working location. It is particularly important when the employer has various offices. The actual place for working may not always be possible to determine, if the duties include e.g. travelling. The work contract should preferably define the employee's main duties. If they have been defined vaguely, you can be assigned with duties that you were not really hired for.

CHECKLIST FOR A NEW EMPLOYEE:

- Make a written work contract.
- Find out what the trade union in the sector is and whether there is a shop steward in your workplace.
- Find out about the collective agreement in the sector.
- Order a tax deduction card at www.vero.fi and submit it to your employer prior to the start of the employment.
- A fixed-term contract must have a justified reason.
- There is no trial period, unless it has been agreed on at the beginning of the employment. The trial period must be mentioned in the written work contract.
- The pay must not be less than the minimum pay determined in the collective agreement, but it may exceed it.
- Overtime must be paid for separately. You do not have to do overtime.
- You have a right to get a holiday compensation for working on church holidays.
- You will have a holiday of at least the length that is determined in the Annual holidays Act; the holiday pay is based on the collective agreement.
- The employment can be terminated without a notice period for a particularly weighty reason, e.g. if the employee is intoxicated or on drugs at the workplace.
- Remember to check that each pay slip has the correct details: the payroll, overtime and weekend allowance, tax rate, employment pension contributions and unemployment insurance premiums as well as the bank account number.

WORK CONTRACT MODEL



Download!

[http://www.tyosuojelu.fi/
upload/tyosopimuslomake.pdf](http://www.tyosuojelu.fi/upload/tyosopimuslomake.pdf)
(in Finnish)

THE WORK CONTRACT SHOULD AT LEAST STIPULATE ON*:

Starting time of the work

Location of the work

Form and duration of the employment

Possible trial period

Main duties

Working hours

Applicable collective agreement

Pay and pay period

Determination of the annual holiday

Notice period and its determination

The reason for a fixed-term contract and the ending time of the contract or an estimate of it.

* The contract can also refer to the collective agreement in the sector in which things have been settled.

WORK CONTRACT FINLAND

Employer		
Employer's registered office or business location		
Employee	Identity number	
Address		
<input type="checkbox"/> A work contract valid until further notice <input type="checkbox"/> A fixed-term work contract		
Work starting date:	Trial period months	
Basis for a fixed-term work contract		
Duration of a fixed-term work contract		
Work location or a clarification of the principles for which the employee works in various locations		
Main duties		
Applicable collective agreement		
Pay or other remuneration for work		
Basis for defining the pay		
<input type="checkbox"/> Time-based <input type="checkbox"/> Performance-based <input type="checkbox"/> Other		
Pay at the beginning of the employment		
Perquisites and their monetary value <input type="checkbox"/> Taxation value <input type="checkbox"/> Other		
Pay period	Paydays	Payable to the account
Working hours		
Regular working hours	h/d	h/week in 2-week periods <input type="checkbox"/> in 3-week periods <input type="checkbox"/>
Annual leave The duration of the annual leave and the other conditions related to it are determined in the law on annual leave and collective agreement.		
Additionally, the following has been agreed on the determination of the annual leave		
The notice period is determined		
<input type="checkbox"/> By law <input type="checkbox"/> when the employer terminates the work contract months		
<input type="checkbox"/> In the collective agreement <input type="checkbox"/> when the employer terminates the work contract months		
Other terms and conditions		
Two identical copies have been made of this work contract, one for each party		
Place		Time
Employer's signature		Employee's signature

THE VARIOUS FORMS OF WORK

Work can be done in various forms of employment: regular, full-time, fixed-time and part-time. The form of employment affects e.g. the end of the employment, the termination and cancellation of the employment. A fixed-term or part-time employment must not mean worse terms of employment. The employer must treat all employees equally regardless of their employment.

KEYWORDS

FULL-TIME AND PART-TIME WORK

A full-time employment usually means 5 working days and 37.5 or 40 working hours in a week. A full-time employment is defined in law or in the collective agreement. The work contract can determine only part of the day or week as working time. Part-time work means work that is done less than the full-time weekly working hours. In this case, also the pay is usually paid in relation to the working hours (half of the full-time pay for a half-day employee).

Usually, part-time work is defined as work that is done less than 30 hours a week. If the employer later needs more employees, the part-time employees must first be offered more work. A part-time employee can have several jobs simultaneously. Part-time employment must not mean worse job conditions than full-time employment, but the benefits can be proportioned to correspond with the working hours (e.g. the right to use the lunch benefit on working days only).

FIXED-TERM EMPLOYMENT

A work contract can be defined for a fixed term, so the employment will terminate at a point in time that was determined in advance. A fixed-term work contract can only be made for a well-argued reason. The work contract (or another written account of the terms and conditions of employment) must entail the grounds for the fixed-term nature, and its date of expiry or an assessment of it. A fixed-term work contract cannot, as a premise, be terminated before the end of the term. A fixed-term work contract can, however, include a period of notice. Then the termination is possible on the same grounds as in permanent employment. A fixed-term work contract can be terminated immediately, just as a permanent work contract.

EMPLOYMENT THROUGH A STAFFING AGENCY

A work contract can also be signed with an agency hiring labour. In that case you are employed by the staffing agency, but the location of work varies and the wages can also be defined by the work location. Also in staffing agencies, a fixed-term contract requires legal grounds. The work contract must also include the expiry date of the work or an assessment of it.

The wages must be paid according to the collective agreement binding the staffing agency. If the staffing agency is not bound by a collective agreement, the wages must be paid according to the collective agreement binding the user company (the working location). The same regulations apply to hired labour as to other employment.

OCCASIONAL / SHORT-TERM WORK

The employer may want you to work in a short-term assignment or project. Also such occasional work is a fixed-term employment, even if the work only lasted a short while and you performed it e.g. at home on your computer. Therefore a short-term work contract should be put in writing. If you are insecure about whether it is a question of employment or

a commission relationship between a self-employed person and a principal, contact your trade union. The working mode affects the terms and benefits of the work.

TRIAL PERIOD

A work contract can set a trial period no longer than four months since the beginning of employment. Also a fixed-term employment can start with a trial period. A fixed-term employment of less than eight months may contain a trial period no more than half of the duration of the fixed-term employment. For example, if the fixed-term employment is defined as six months, the trial period can be three months maximum. During the trial period, the employee or employer can dissolve the work contract to be terminated immediately. The employer may not dissolve the work contract based on discriminatory or inappropriate grounds.

THE REASONS FOR A FIXED-TERM NATURE CAN INCLUDE:

- acting as a substitute for a regular employee
- acting as an assistant during high peaks or seasons (e.g. summer worker)
- the nature of the work (e.g. Christmas help)
- performing a practical training
- or another similar matter indicating the impermanence of the work

ILLEGAL FIXED-TERM CONTRACT?

If you are uncertain about whether the grounds for your fixed-term employment are legal, you can contact the shop steward at the workplace or your trade union. A fixed-term work contract is considered valid until further notice, if there are no separate grounds for the fixed-term nature. If there are several consecutive fixed-term contracts without breaks or with only short breaks, the employment benefits will accrue as for regular workers. Such benefits include e.g. annual leave and sick pay as well as other benefits based on the length of the employment.

WORKING HOURS

Working time is the time you spend on working and are obliged to stay at the workplace or otherwise available to the employer. The time spent on commuting between home and workplace is not working time, unless it can be considered a work performance. Regular working hours, according to the Working Hours Act, are no more than eight hours a day or 40 hours a week.

In many sectors the regular weekly working hours have been agreed to be shorter, e.g. 37.5 hours a week, in collective agreements. The working hours can vary daily, weekly and monthly, but the regular working hours must be balanced in line with the Working Hours Act and the collective agreements.

KEYWORDS

FLEXIBLE WORKING HOURS

The employer can agree with you on flexible working hours, so you can define the daily start and end time of your work within the agreed limits. At the same time, you need to agree on the fixed working hours in a day, on the amount that the working hours can shift and on the accrual of the upward or downward deviations of the regular working hours.

Usually, however, you do not have to agree to extra or overtime work.

The compensation on extra work corresponds to at least the wages of normal working hours. Overtime compensation for the first two working hours is 50 per cent, and 100 per cent for the subsequent working hours. If the weekly regular working hours are exceeded, the compensation for the exceeding hours is paid with a 50 per cent increase.

SUNDAY WORK

Work can also be done on Sundays or church holidays. For Sunday work, a 100 per cent increase must be paid, when the work is performed in regular working hours. If the work is simultaneously extra or overtime work, also that must be compensated for, by calculating it on the basis of the employee's basic salary.

The employer and employee can also agree that the wages paid for extra or overtime work will be converted into free time.

NIGHT- AND SHIFT WORK

Night work is performed between 23 and 6. Night work may only be done in duties that are defined by the Working Hours Act and in work that can only be performed at night due to its nature. If the night work is very dangerous or heavy, the working hours are a maximum of eight hours per day. The collective agreements determine when a separate compensation is to be paid for night work. Night work is often related to shift work. In shift work, the shifts must change regularly. The same employee must not be made to work night shifts for long subsequent periods. Instructions on shift work can be found in sectoral collective agreements.

EXTRA- AND OVERTIME WORK

Extra work constitutes work that is done in addition to the agreed working hours and which does not exceed the regular working hours (under 40 hours a week) as defined in the law. Overtime is the work performed in addition to the regular working hours (over 40 hours a week). Extra and overtime work is done out of the employer's initiative, but with the employee's consent. Sometimes the collective agreement may stipulate on the extra work.

PAY PERIOD AND PAYDAY

The wages are paid at least once a month, and twice a month if you are paid by the hour. This is called a pay period. The pay period and payday, i.e. the day on which the pay can be withdrawn from the employee's account, should be recorded in the work contract. If the payday is Sunday, a holiday or Saturday, the due date is the preceding weekday.

PAY SLIP

In connection with the salary payment, you receive a pay slip that shows the amount of the pay and the grounds for its determination. In addition, it shows possible bonuses (e.g. compensations for extra or overtime work), the paid non-taxable remunerations as well as the taxes levied from the pay, i.e. income tax and possible other payments. Always check that your pay slip shows all the requisite payments.

NON-TAXABLE REMUNERATION

The non-taxable remuneration payable to you is related to business trips. As the name implies, no tax is paid on it, unlike other pay. The commuting between home and the normal work location is not compensated for, but if your work entails trips assigned by the employer, remuneration is paid for them. If you drive your car on the business trip, you are eligible for a kilometre allowance. If you also give a lift to your colleagues, the remuneration is raised in line with the number of passengers. The employer pays a daily allowance for business trips, if the work location is at a distance of over 15 km from the actual workplace or home. The length of the business trip and the warm meals offered during the trip affect the amount of the daily allowance. If no daily allowance is paid for the business trip due to its short duration, you will receive a meal allowance.

For further information on non-taxable remuneration and the amounts, see: www.vero.fi

PAY

Performed work is paid for. The salary payment can be time-based, such as hourly wages or monthly salaries, or based on performance and outcome. Wages and their determination must be recorded in the work contract. The minimum wages of various sectors are defined in the collective agreements in compliance with the various duties and competence. The pay must not be smaller than that, but it can, of course, be higher. The employer can agree with you on e.g. personal allowance that is determined by skills, abilities and performance. It is therefore useful to familiarize yourself with the collective agreement already prior to signing the work contract and agreeing on the pay. Your trade union will help you in determining the pay. The pay is increased according to the collective agreement, but the employer can raise your pay more than what is settled in the collective agreement. However, the pay cannot be decreased without your consent. If the sector does not have a collective agreement in place, and nothing else has been agreed on the pay, you must be paid what is reasonable in the sector.



PENSION

At the beginning of your career you may feel that the retirement lies so far ahead that it is not worth thinking about it. The retirement is, however, closer than you would think, as we pay employment pension contribution on every salary we have earned since the age of 18. Pension is also accrued e.g. during studies, unemployment and while caring for children at home. The Finnish pension system is built so that the ones working pay for the retired people's pensions. Approximately one quarter of the money collected for pensions is transferred to reserves for the future. The system guarantees livelihood in old age, but also in case of incapacity for work. For instance, depression or becoming disabled can also prevent a young person from working, temporarily or permanently.

➤ KEYWORDS

UNEMPLOYMENT PENSION CONTRIBUTION

The unemployment pension insurance payment, TyEI, is deducted from the pay at every salary payment. It is literally an insurance premium that insures us if everything will not go according to the plans. It is also a good idea to check the TyEI payments, in addition to the wages, in your pay slip. The black economy should not be supported by unreported work that will not accrue pensions!

PENSION RECORD

You can check the accrued amount of employment pension annually in a pension record posted to your home or at www.työeläke.fi. It is worth checking and correcting the employment details if there are errors. The employee is responsible for the employment history details being up-to-date and correct.

ANNUAL LEAVE

An employed person will have annual leave accruing. The annual leave is paid, if you work at least 24 days or 35 hours in a month. It is earned according to the months at work. If your monthly working hours will not suffice for earning a holiday, you can have two days off per each month you have worked, if you wish. Holidays are also accrued during maternity, paternity or parental leaves. The same applies, if you are prevented from working due to an illness or accident, or you have been laid off. The time of the holiday must be notified no later than a month before the holiday starts. When a fixed-term employment, e.g. seasonal work ends, the employees may not always have time to have the holidays they have earned. The holiday will then be converted to money (holiday pay).

SICK LEAVE

If a sickness or accident prevents you from working, you must notify the employer at once. Often there is also an agreement at the workplace about whom to notify of an absence, and how many days you can be absent due to an illness without a medical certificate. You must always present a medical certificate of disability, if the employer requires it. You are eligible for sick pay. The employer pays sick pay for ten days (first day of illness + nine weekdays). In employment with the duration of more than a month, full pay is paid, and in employment of less than a month, half of the normal wages is paid. After that, The Social Insurance Institution of Finland (Kela) will pay daily allowances as defined in the Sickness Insurance Act. The collective agreements may have agreed on longer salary payment periods for the sick pay.



OCCUPATIONAL HEALTH AND SAFETY

All employees are entitled to a safe and healthy work environment. The employer has a duty to arrange the working conditions so that they are physically and mentally safe. A new employee has the right to receive guidance and counselling on issues relating to the health and safety at work. If the duties contain a risk of becoming ill, the employee must have a health check at the beginning of the employment. This also applies to substitutes and fixed-term employees. The occupational health services prevent work-related illnesses and accidents as well as promote the employees' health and ability to function. The employer is responsible for the costs of occupational health services. However, the employer does not have to offer health services to the employees; it is voluntary.



EQUALITY

All employees shall be treated equally and impartially regardless of the form of employment, age, gender, ethnic background, health, conviction or sexual orientation. The same rules, basic rights and responsibilities of working life shall apply to everyone. In a good workplace the atmosphere is democratic and supportive. In a good workplace nobody is discriminated or bullied, and all employees are equal members of the work community. You can affect the atmosphere at your workplace by your own behaviour. Be a decent workmate and appreciate other people's work. Look after your own rights, too!



TERMINATING EMPLOYMENT



Employment can be terminated for various reasons. A fixed-term work contract is terminated at the end of a term or as the agreed work is completed. A regular employee's employment can be terminated by dismissal, resignation or the cancellation of the employment. Whatever the reason for the termination of employment, remember to ask the employer for a reference. It is an important paper when you apply for the next job. References are also needed, if you become unemployed and apply for unemployment benefit.

RESIGNATION AND DISMISSAL

The employee can resign and terminate the work contract. You do not need grounds for terminating the work contract; a mere wish to end the employment is enough. Resignation should be made on a written resignation notice showing the date, employee's name and personal details as well as the notification of resignation. It is good to submit the written notice to the employer or supervisor in person. The employer can dismiss the work contract for a pertinent, weighty reason. The dismissal is possible only for work contracts valid until further notice. A fixed-term work contract cannot be terminated, unless it has been separately agreed on in the work contract. Often the reason for a dismissal is the deterioration of the employer's economic situation, which leads to work no longer being available. Even if the work decreased, the employer has to try to arrange other work for you or train you to new tasks prior to the dismissal. If the employer is declared bankrupt, the work contract can be discontinued. The change of owner is not a ground for dismissal. Nor is the employee's pregnancy or family leave. The employer can dismiss the work contract of an employee on maternity, paternity, parental or child-care leave on the financial and production-related grounds only, if the employer's activities end altogether. The employer can also dismiss the work

KEYWORDS

COOPERATION NEGOTIATIONS

If the dismissal takes place due to reasons related to the employee, the employee must always be heard prior to the dismissal. The employees have, if they so wish, a right to have the shop steward present in this event.

The employee must also be heard, if there are less than 20 employees in the workplace and the dismissal is due to e.g. financial reasons.

If the dismissing employer employs more than 20 people, there must be cooperation negotiations with the personnel prior to the decision to dismiss. The cooperation procedure signifies an attempt to avoid or at least reduce dismissals by looking for alternative solutions. These may include part-time work, lay-offs, new tasks in other parts of the company or further training. The shop steward represents the personnel in the cooperation negotiations.

contract due to a reason related to you. For instance, the severe breach or negligence of the obligations that essentially affect the employment can be considered as an objective and weighty reason. Prior to the dismissal, the employer must give you a warning. The employer may have a right to dismiss e.g. if, in spite of the warning, you are constantly late or absent from work.

NOTICE PERIODS

The notice periods have been determined in the law, but there might be exceptions of them in collective agreements or in the agreement between the employer and the employee.

FOR THE EMPLOYER:

- 4 days, if the employment has continued no more than a year.
- one month, if the employment has continued for over a year, but less than four years
- two months, if the employment has continued for over four but no more than eight years
- four months, if the employment has continued for over eight, but no more than 12 years
- six months, if the employment has continued for over twelve years.

FOR THE EMPLOYEE:

- 14 days, if the employment has continued no more than five years.
- one month, if the employment has continued more than five years.

CANCELLING THE WORK CONTRACT

A fixed-term employment or one that is valid until further notice can also be terminated immediately without a notice period in case of cancelling the work contract. The employer can cancel the work contract, if you have seriously neglected or breached your obligations. For example, stealing, or jeopardizing the safety of colleagues, customers or outsiders can justify the immediate cancellation of the work contract. A work contract can also be considered as cancelled, if you are absent from work for at least a week without notifying your employer about a justified reason for your absence at that time. Respectively you can cancel the work contract, if the employer seriously breaches or neglects his own obligations, such as salary payments or occupational safety. If the employer or his representative is absent from the workplace for at least a week without giving a justified reason for his absence during that time, you can consider the work contract cancelled. No notice periods are applied in case of cancelling the work contract.

SALARY PAYMENT AT THE TERMINATION OF WORKING

As the employment is terminated, also the pay period is ended. The terminal wage must be paid on the last day of employment, unless otherwise agreed. For instance, the work contract may stipulate that the company

pays terminal wage on the next normal salary payday. If you have not had all your annual leave at the point of terminating the employment, it will be compensated for you in cash together with the salary payment.

UNEMPLOYMENT

Jobs are created and lost all the time and many people become unemployed during their careers, so it is good to know the basic principles of unemployment security. There are various situations of unemployment; people may lose their jobs due to dismissals, be laid off (employment existing) or be partly unemployed, because the employer only offers part-time work. Below you can find some main rules, but in case of unemployment it is important to check the details of unemployment security at your unemployment fund, the Social Insurance Institution of Finland and at the TE office.

If you become unemployed, sign up at the employment office (TE office) as a job seeker looking for full-time employment. As one essential requirement for receiving unemployment benefit is that the unemployed job seeker is available to the labour market and that the search for work is valid according to the instructions of the TE office.

REFERENCES

As the employment ends you have the right to receive written references from your employer indicating the duration of your employment and the quality of your duties. You can also ask for a mention of the reason for ending the employment and an estimate

of your working skills and behaviour in the references. You should always remember to ask for references, as they are important when applying for the next job. You will also need references, if you become unemployed and apply for the unemployment benefit.

KEYWORDS

THE UNEMPLOYMENT INSURANCE PREMIUM

All employees in the ages of 17-64 will have the unemployment insurance premium deducted from their salaries at each salary payment. It is literally an insurance premium that insures us if everything does not go according to the plans. The pay slip must have an entry with the unemployment insurance premium as well as with the TyEl payment. It is a good idea to check the payments, in addition to the wages, in your pay slip. The black economy should not be supported by unreported work!

WAITING PERIOD

Qualifying for the unemployment security requires active search for work and improvement of your preconditions for becoming employed, e.g. by updating your skills. If you resign from work or reject the job offered to you, you will have a two or three month waiting period without compensation.

You are not eligible for an unemployment benefit during that time. Waiting periods are also assigned in situations where the job seeker does not comply with the employment plan of the TE office or refuses the services promoting employment (e.g. work testing, training). The employment plan is a plan drawn up by the TE office together with the job seeker. It is a good idea to have an active role in creating its content. The plans should be complied with, in order to avoid the waiting time.

CONDITIONS REGARDING PREVIOUS EMPLOYMENT

Your condition regarding previous employment is met when you have done paid work for 26 calendar weeks (approx. 6 months) during the 28 months (2 years 4 months) prior to the unemployment and your working hours have been at least 18 hours a week. The pay must also be in line with the minimum wages of the collective agreement. The work does not have to be in one period, the 26 calendar weeks can accrue from several temporary jobs. In order for you to be entitled to an earnings-related unemployment allowance, you must also be a member in an unemployment fund during 26 weeks and pay a membership fee there. If you have been absent from the job market without an acceptable reason for over six months, you have no right to unemployment allowance until your

condition regarding previous employment is met again. Full-time studies, military service, non-military service, illness and caring for a child no more than 3-year old etc. affect the condition regarding previous employment.

EARNINGS-RELATED UNEMPLOYMENT ALLOWANCE

The earnings-related unemployment allowance consists of the basic unemployment allowance, i.e. the basic amount and the earnings amount that is calculated from your income. The way to calculate earnings-related unemployment allowance is regulated by law, and it is the same regardless of the sector or occupation. You can apply for the earnings-related unemployment allowance at your unemployment fund, if you cannot find work right after graduation and you have worked during your studies and been a member in an unemployment fund according to the condition regarding previous employment. You can find more information on the earnings-related unemployment allowance at your unemployment fund and at www.tyj.fi. You can also find an online calculator there to evaluate the amount of your earnings-related unemployment allowance.

THE BASIC UNEMPLOYMENT ALLOWANCE

The basic unemployment allowance is paid to an unemployed person, who meets the condition regarding previous employment, but has not been a member in an unemployment fund for at least 26 weeks. The amount of the basic unemployment allowance changes annually. You can apply for the basic unemployment allowance at Kela, www.kela.fi.

LABOUR MARKET SUBSIDY

The labour market subsidy is meant for people entering the labour market for the first time and for those unemployed people whose basic unemployment allowance period is already over, who do not meet the condition regarding previous employment, nor are eligible for the basic or earnings-related unemployment allowance. The precondition for paying labour market subsidy to under 25-year olds is that they have applied for vocational training. There is an additional five-month waiting time in the labour market subsidy, if the person entering the labour market does not have vocational training. The labour market subsidy is the same amount as the basic unemployment allowance and means-tested, i.e. the unemployed person's income affects the amount of the benefit. You can apply for the labour market subsidy at Kela, www.kela.fi.

AN UNEMPLOYED PERSON'S CHECKLIST:

1. When your employment is terminated, make sure that the reason for the termination is legal. If necessary, contact the shop steward at your workplace, your trade union or the labour protection authority.
2. Ask your employer for a written testimonial.
3. Ask your employer for a pay certificate for at least 34 working weeks. Your unemployment fund will advise you on what the pay certificate must contain.
4. Sign on at the employment office as a job seeker on your first day of unemployment at the latest.
5. Comply with the instructions of the employment office on how the search for work is retained in force. Participate in the drawing up of your employment plan at the employment office and be active about services and the search for work. Utilize the services at the employment office. You will learn more about them during your visit.
6. You shall follow the instructions in applying for the unemployment security. You can apply for the earnings-related unemployment allowance at the unemployment fund. You apply for the basic unemployment allowance and labour market subsidy at Kela. The employment office will give you a basic allowance application form that you must send within three months since the unemployment began. The applications are submitted afterwards, in four weeks or a month's period. Remember to attach the required attachments to the application. If your application is defective, the handling of the issue will be delayed and in the worst case, the unemployment benefit can be rejected.
7. Inform about the changes in your conditions (e.g. becoming employed, change of address) both to the employment office and to the unemployment fund or Kela.
8. Once your first application has been processed, you will receive a decision on the daily allowance, a payment advice and a form for further applications. You can appeal for the decision within 30 days by following the instructions to appeal.

SUPPORT IN WORKING LIFE



It is good to know the rules of working life, but it is important to remember that you do not have to cope alone. You can get help and support from the shop steward at your workplace or from your trade union. The membership in a union gives security also when everything is not going according to plan in working life. The unions offer professional legal counselling and the shop stewards' competence at workplaces. You also get support in the search for work, unemployment, lay-offs, staying on family leaves or thinking about retraining into a new field. There is a lot of knowledge just a phone call or email away.

TRADE UNION

The unions guarantee that many benefits already established in our everyday life, such as the 8-hour working time, annual leaves and overtime pay will prevail in future, too. It is this cooperation that makes the wage earners strong: a representative of thousands or even tens of thousands of employees has a much greater influence than an individual employee in negotiating the terms and conditions of employment.

KEYWORDS

SHOP STEWARD

Trade unions and the member employees are represented at workplaces by shop stewards that the employees have elected among themselves. In the cooperation negotiations the shop steward can also represent the whole personnel. The shop steward's position is based on laws and shop steward agreements. They are elected for a fixed term by elections. The most important task of a shop steward is to monitor the compliance with the collective agreement and the laws on the working life at the workplace and intervene in problem situations. The shop steward makes sure that the employees are treated just and equally. They advise and support members in working life and in transition situations.

If there is no shop steward in the workplace, the employees can elect a trusted representative among themselves. The representative's tasks and authority are defined in the Contracts of Employment Act and other legislation. They are not as extensive as those of a shop steward.

COLLECTIVE AGREEMENT AND COLLECTIVE AGREEMENT FOR PUBLIC SERVANTS

The collective agreement is the negotiated agreement between the trade union and the employer or the employers' association on the terms and conditions of employment applying to employees in a specific sector or of a specific employer. The agreement concerning the terms and conditions of employment for employees working for municipalities, the government or church is called the collective agreement for public servants. Both collective agreements are similar in content and significance.

The collective agreement determines e.g. the wages, pay increases and better terms than the law stipulates e.g. in terms of annual leaves and working hours. The pay and other conditions agreed in the collective agreement are always minimum conditions that must not be breached. If the contract you and your employer made has a provision that is worse for you than the stipulation in the collective agreement, this provision is void. The collective agreement is usually made for a fixed term, normally for 1–3 years at the time. During the agreement period, industrial peace prevails, i.e. there must be no attempts to change the agreement by work stoppages or strikes.

A GENERALLY BINDING COLLECTIVE AGREEMENT

The collective agreement is considered generally binding, if over half of the employees working in the sector work in the member organizations of the employers' associations that made the agreement. The universal validity means that the collective agreement must also be complied with in companies that are not members of the employers' association that signed the agreement. A normally binding collective agreement is followed by the members of those trade unions in those members of the employers' association that are parties to the agreement. The majority of the Finnish employers are organized, so they comply with the collective agreement based on the normally binding nature.

LOCAL SETTLEMENT

The terms and conditions of employment can also be agreed on the corporate or workplace level and in offices and institutions. This is called local settling. For instance working hours, job descriptions, trainings, payroll systems, bonuses or the evaluation of the challenges of the job can be settled locally. Also pay increases can be agreed on at the workplace. In local agreement negotiations, the shop steward negotiates on the benefits or the application of the collective agreement with the employer's representative.

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STTK Unions

Nordea Union Finland
www.nousu.org

Pro Union
www.proliitto.fi

ERTO Federation of Special Service and Clerical Employees
www.erto.fi

Jyty The Federation of Public and Private Sector Employees
www.jytyliitto.fi

Kirkon alat The Union of Church Employees in Finland
www.kirkonalat.fi

Liiketalouden liitto LTA
www.liiketaloudenliitto.fi

MVL Professional Dairy Association
www.mvl.fi

METO Forestry Experts' Association
www.meto-ry.fi

Pardia Confederation of State Employees' Unions
www.pardia.fi

The Association of Finnish Construction Engineers and Architects RIA
www.ria.fi

Finnish Federation of Technicians in Special Branches
www.seteli.fi

SKL Finnish Engineers' Association
www.konepaallystoliitto.fi

SLPL Finnish Ships' Officers' Association
www.seacommand.fi

SuPer The Finnish Union of Practical Nurses
www.superliitto.fi

SPAL The Finnish Association of Fire Fighters
www.palomiesliitto.fi

Tehy Union of Health and Social Care Professionals
www.tehy.fi

VvL The Union of Insurance Employees
www.vvl.fi

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