



**FAIR PLAY
AT WORK**



SAK

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**FAIR PLAY
AT WORK**

Welcome to learn about the rules of working life

This guide discusses the rights and obligations of working life, guaranteeing a fair working life for us all.

Reliable information on the contracts, procedures and terms of working life is important throughout your career, particularly in the beginnings of working life. This guide provides you with basic information on working life. You can also use it to easily check what you have to take into account in a new job or a new situation. You can sometimes encounter questions or problem situations in which you need additional advice. When you need more information or assistance, remember the address www.FairPlayAtWork.fi.

"The Rules of Working Life" is a guide compiled by the Central Organisation of Finnish Trade Unions (Suomen ammattiliittojen keskusjärjestö, SAK), aimed at young people, immigrants and all who want to learn more about Finnish working life.

Where can you find work?



There are several online services in which employers announce vacancies. Remember that there are a lot of available jobs that are not advertised anywhere in public. You can use many company websites to send an open job application. Even if the company does not have jobs to offer at this point, they may later. Often, employers invite people who are familiar to them from somewhere for job interviews. Use your own networks: tell people you know that you are looking for a job. Ask them to tell you, if they hear about vacancies.

Before you start looking for a job, consider these matters:



*Duuni-
koutsu*
TASKUKOKOINEN
TYÖELÄMÄTAITOJEN VALMENTAJA

In identifying your own know-how and in drafting a job application and a résumé or CV, you can get help from the Duunikoutsu (Job Coach) application which is downloadable to your phone.

- + What can you do already?
- + What are you interested in or what would you like to learn?
- + In which locality can you work?
- + Would you prefer to find full-time or part-time work or something else?
- + Could you work as self-employed or entrepreneur?
- + Do you only want to work for one employer, or could there be more than one employer?

Obligations of employees and employers in a nutshell

Obligations of employees

- | Comes to work fit for work and on time.
- | Uses working hours for working and only leaves work when working hours end.
- | You cannot go home without permission, even if the work had been completed.
- | Performs his or her work as well and carefully as he or she can. If he or she cannot perform a task, they ask for guidance.
- | Behaves well and properly towards all people that he or she meets at work.
- | Does not jeopardize his or her own or others' safety. Uses protective equipment and tools supplied by the employer.
- | Informs his or her employer, if he or she notices issues at the workplace that increase the risks of the work, for example, broken tools or missing protective equipment.
- | Notifies of his or her sickness in the agreed upon manner and follows the employer's instructions.
- | Does not divulge the employer's secret matters to others.

Obligations of employers

- | Guides new employees in work and the use of tools.
- | Complies with the law and the collective labour agreement.
- | Pays the salary and the agreed upon supplements on the pay day.
- | Announces work shifts on time and keeps to them.
- | Respects the employee's breaks and rest periods.
- | Makes the workplace physically and mentally safe.
- | Treats all employees equally.
- | Intervenes in bullying and improper behaviour as quickly as possible.
- | Pays the salary and the holiday compensation immediately, when the employment relationship ends.

Welcome to working life!

When you apply for a job, you can already see in the job advertisement what kind of an employment relationship is in question. You should pay attention to this, because it makes a big difference to your rights and obligations in the employment relationship.

Is the employment relationship permanent or fixed-term?

Continuous employment, valid for an indefinite period, or permanent employment means that the employment contract is valid until the employee or the employer wants to terminate or end the employment relationship. If the employer terminates the employment relationship or fires the employee, it must have a valid and cogent reason for that. The employee does not need a reason to resign. However, you cannot stop working immediately, but only after a period of notice.

Fixed-term employment means that you have only been promised work till a certain date. The employment contract states the end date of a fixed-term employment contract. A fixed-term

employment contract can only be made at the employer's initiative for a justified reason.

Justified reasons may include the following:

- | You are a substitute for a permanent employee.
- | You are a seasonal worker, for example, at a ski resort or as a berry picker.
- | You are a summer employee or a Christmas assistant.
- | You are in in-the-job training.
- | You have asked for a fixed-term job.
- | The job is a project to be carried out within a specific period of time.
- | You have been unemployed for at least a year.
- | You are studying under an apprenticeship contract.

If the employer needs you constantly, a permanent employment contract must be made of the employment relationship. If you think your job is fixed-term without a justified reason, consult the shop steward of your workplace or your trade union.

Is the job offered by a rental firm or a personnel lease enterprise?

When you are a temporary agency worker, you have entered into an employment contract with the company renting the workforce. Companies that need employees lease you from a rental firm that pays your salary as an employee. You are in an employment relationship with the temporary work agency, which is your employer, but the company in which you work assigns your work tasks and supervises your work. The salary for temporary agency work must be no worse than what is stated in the collective labour agreement.

Is the employment relationship full-time, part-time or a zero-hour contract?

Full-time work means that you work the whole workday, usually on five days a week. There is a maximum of 8 hours a day and 40 hours a week of work. For example, full-time work is usually done 7.5 hours a day and 37.5 hours a week.

Part-time work means that you only work a part of the workday or a part of the working week. There is less work in part-time work than in full-time work. If you are a part-time worker, you are entitled to additional work, that is, if you wish, you are offered more working hours, up to the number of hours of full-time work. This must not be confused with overtime work which comes on top of the working hours of full-time work and for which supplementary compensation is paid.

A zero-hour contract or variable working hours contract means that the employer is not obligated to give you any working hours. If your employment contract states that you work 0-20 hours a week, it is a zero-hour contract. If you have 0 working hours, you will not receive any salary. If the employer offers you a zero-hour contract, always try to agree on a minimum number of hours. You must then be paid a salary at least for those hours, even if you do not have any work.

Is the employment relationship an internship or an apprenticeship?

An apprenticeship contract is one way to learn a new profession, or it can be used as a vocational qualification unit to supplement your professional competence. You will then study by working in the workplace and also studying at a vocational school. The bulk of the studies are carried out at the workplace and a part at school. As an apprentice, you enter into an employment contract and receive a salary for your work. In addition, you are entitled to receive certain benefits for the part of your theory studies that are carried out as in-person lessons. However, as an employee,

you are not entitled to student discounts or Kela's the Social Insurance Institution of Finland financial aid for students.

In-the-job training increases your professional competence. Training while working in the actual work environment and work situations is key for increasing, developing, and ensuring professional competence. In-the-job training is an important part of vocational qualifications and the degrees of universities of applied sciences.

Unpaid in-the-job training is legal only when the internship is offered via an official educational institution or the TE Office. If the employer wants to test the suitability of a trainee, a trial period can be agreed upon in the employment contract. The trial period pays a salary.

Are you an employee or an entrepreneur?

As an entrepreneur, you may have a trade name, that is, you act as a trader. You may also be a freelancer or act through a company/enterprise. If you sell your work as an independent entrepreneur, the enterprise or other customer ordering your work will not lead and supervise your work.

When you start working for an enterprise operating on an online platform, the enterprise might not consider you as an employee but an entrepreneur working as a **partner** of the enterprise offering the work. Work like this is done, for example, by **food couriers** and **gig cleaners**.

Many platforms still work in the same way as any employer, that is, work carried out through the platform resembles employment relationships. Many of the employer's obligations and costs have, however, been transferred to the worker. Work can end anytime without a period of notice. If you fall ill or are injured during working hours, the enterprise is not obligated to pay medical expenses or salary for the sickness time. No employment pension is accrued from your work, either. Thus, the person working through the platform must insure him- or herself and ensure his or her livelihood in unexpected situations.

When you start at a new workplace, remember these matters

- 1 Enter into a written employment contract**
Do not sign the contract, if you do not understand it, but ask for advice, for example, from the shop steward of the workplace or the trade union.
- 2 You are entitled to receive an introduction or guidance on work tasks and rules at the workplace**
In the introduction, your tasks are explained to you and you are taught how to perform them in your new workplace as well and as rationally as possible.
- 3 Ask your employer which collective labour agreement is used at your workplace**
You can get the collective labour agreement of your own sector from the workplace, the trade union or Finlex's online service. If your employer is not obligated to abide by a collective agreement, it must still comply with the law. The law stipulates the general rights and obligations of employees.
- 4 Whenever you receive a salary, you must receive a payslip**
Always check that your salary has been paid correctly. Check the numbers of hours in particular.

5 Keep work shift lists

If you work according to a work shift list, always take a photograph of the lists, for example. Then you will know how much you have worked and when, that is, how much salary you should get. Write down also the changes. Also write down any changes to your shifts.

6 When your employment contract end, check that you receive holiday compensation

If you have not used all your holidays during your employment relationship, you must be paid holiday compensation. You can see the amount of holiday compensation in your payslip.

7 When your employment relationship ends, always ask the employer for an employment certificate

When applying for a new job, you can show the certificates in the job interview.

8 Get to know the shop steward and the safety representative at your workplace

The shop steward and the safety representative discuss matters with the employer on behalf of all employees. The shop steward can help if you have problems with your employer. The shop steward assists members of the trade union, so remember to join the union.

What is a trade union and why join it?



Both employers and employees have their representative organizations. Employees' organizations are called **trade unions**, and collectively these organizations form **the trade union movement**.

In Finland, the majority of employees belong to the trade union of their sector. You can also join a trade union already during your study time, in which case membership is usually free of charge. You can also change the union if you change your sector.

Members of a trade union pay a membership fee to the union. You can pay the membership fees yourself or request your employer to pay them directly from your salary. This is called **collection by the employer**.

The membership fee is tax-deductible. The membership fee enables an employee to use the services of the union and its elected officials. It is also a channel to influence matters concretely.

If there are many young people in the trade union movement, their voices are better heard in the development of working life bargaining or working conditions.

Usually upon joining a trade union you also join **the unemployment fund** of the sector. The unemployment fund helps, if you lose your employment. If members of the unemployment fund fulfil certain conditions, they receive an earnings-related unemployment daily allowance, which is usually greater than the basic daily allowance.

The most important task of the trade union is to conclude a collective labour agreement with the employers' association. The agreement negotiations sometimes stall, and you end up in **a strike**, or the employer declares **a lock-out**, that is, prevents employees from accessing the workplace. Both are legal means of industrial action, and members of a trade union receive strike compensation for the days in which they do not receive pay. The aim of trade unions is to progress in the agreement negotiations by means of the strike and that employees are ensured better conditions of employment and pay rises.

If you do not know what your union is, you can ask the shop steward of your workplace. You can also ring SAK's service number 0800 179 279 or check it on the web page of your union at www.liitot.fi.

7 good reasons to join a trade union

1 The trade union is on your side

It negotiates on your behalf on salaries and other conditions of employment with the employers' federation. This results in a collective agreement that gives you better conditions of employment than those stipulated by law..

2 Shop stewards advise and help you at the workplace

The shop steward represents the trade union and supervises that the employer complies with the collective agreement. If you have problems with the employer, you can always report it to a shop steward who can investigate the matter with the employer on your behalf.

3 The trade union's employment counselling will help you if you have problems with the employer

You can call your union and ask for advice. If required, trade union lawyers can help you to resolve any disputes with your employer, even in court.

4 Trade unions enforce the interests of employees when laws are decreed

Thanks to trade unions, in Finland the working week is 5 days; the working day is no more than 8 hours, and employees are entitled to holidays, overtime compensation and holiday payments.

5 The trade union provides training, events and a community

If you work according to a work shift list, always take a photograph of the lists, for example. Then you will know how much you have worked and when, that is, how much salary you should get. Write down also the changes.

6 Your unemployment benefit improves if you also join an unemployment fund

When you join a trade union, you can also join the unemployment fund of your sector. If you are unemployed, the unemployment fund can pay you a unemployment daily allowance. It is usually better than the basic daily allowance paid by Kela. If you only belong to an unemployment fund, but not a trade union, you can receive unemployment benefit, but the fund will not help you with any problems at the workplace.

7 You receive benefits and discounts – for example, discounts on insurances and lodgings

Members of trade unions may receive discounts in, for example, petrol, insurances or hotel prices. Some trade unions offer, for example, cheap holiday cottages.

Agreeing at work



There are many rules in working life that must be followed by the employee and the employer. The rules are based on laws and agreements and protect the employee and the employer.

In Finland, working and commissioning work is regulated by the law and collective labour agreements. The legislation applies to all different sectors, while collective agreements can apply to one workplace or the entire sector.

Labour law prescribes what can be agreed upon in collective agreements and employment contracts. Salary and other benefits must be no worse than what is stipulated by the law and agreed on in the collective agreement. If your employer is not obligated to abide by a collective agreement, it must still comply with Finnish legislation.

The Young Workers' Act protects employees under the age of 18. The guidance and supervision of a young person's work must be executed particularly well.

The Act protects workers under 18 in the following ways:

! You can enter into an employment contract once you are 15 years old.

! If you are 15 years old and have completed comprehensive education, you can become a permanent employee

! If you are 15 years old and your comprehensive education is still incomplete, you can work for half of your holiday period.

! At 14 years of age, you can be employed in work that is not too straining with your guardian's permission. You cannot sign your employment contract yourself; instead, your guardian can sign it for you.

! If you are under 18, you cannot be employed in work that may adversely affect your health, development, or education.

Employment contracts

An employment contract is an agreement between the employee and employer on the rights and obligations of both, or the conditions of employment. Under the employment contract, you promise to carry out the agreed on work, and the employer promises to pay the agreed salary for it. The conditions of employment include salaries, salary supplements, working hours, holidays and the right to training.

Once you have received a job, enter into a written employment contract with the employer. An orally agreed on contract is binding, but if you encounter problems with the employer, you can check in a written contract what was agreed on at the beginning of the employment relationship.

If you do not enter into a contract in writing, the employer must still provide you with a written account of the conditions of employment. The account must be given within one month of the beginning of your employment relationship. If the employer does not provide you with an account, it is in breach of the Employment Contracts Act.

Before signing the employment contract, check that at least these matters have been written into it:

- | Name of the employer.
- | The name of your employee, that is, your name.
- | The day on which the work starts.
- | Is there a trial period in the work, and how long is it?
 - ! The purpose of the trial period is to give you and the employer time to consider whether you would like to continue the employment contract. It usually has a maximum length of six months. During the trial period, the employee or employer may cancel the employment contract without a period of notice. Terminating an employment relationship during the trial period may not be discriminatory or groundless.
- | Is the work permanent (i. e. indefinite or continuous) or fixed-term employment, or is it an internship?
 - ! If the employment contract is fixed-term, the contract must specify why.
- | Where is the work done?
- | What are your tasks?
- | How much salary is paid for the work?
- | The date on which the salary is paid.
- | Working hours, or how many hours of work there are. II
- | Annual holiday.
- | Period of notice: how many days/weeks/months work will continue after you or your employer has terminated the employment contract. II
- | Which collective labour agreement is applied to your work?
 - ! In Finland, the law does not stipulate a minimum salary. Collective agreements stipulate the minimum salary to be paid for different jobs. The salaries defined in collective agreements apply to all workers in the sector who work in Finland, including foreign temporary agency workers.

Collective labour agreement

A collective labour agreement is an agreement on the conditions of employment of the sector. You do not need to take part in collective bargaining. Instead, the trade union negotiates on your behalf with an employers' association.

Different sectors (for example, catering, cleaning and construction sectors, etc.) have their own collective labour agreements. They specify the general conditions of employment in the sector, that is, the rules according to which work can be carried out and commissioned. The collective agreement determines, for example, how much salary must at least be paid to an employee and what the working hours are in the sector in question. The collective labour agreement is concluded for a fixed term, usually for 1-3 years.

The public sector – the state, municipalities and parishes – also employs civil servants, whose salaries and other conditions of the employment relationship are agreed in collective agreements for public sector employees.

The conditions of employment entered into the employment contract must be at least as good from the employee's point of view as the conditions of employment of collective agreements for public sector employees. Conditions of employment better than those of collective agreements can also be agreed upon in an employment contract.

When you start at a new workplace, ask which collective labour agreement is applied there. You can get the collective labour agreement of your own sector from your workplace, from the trade union of your sector or Finlex's online service.

Where your terms of employment are set out

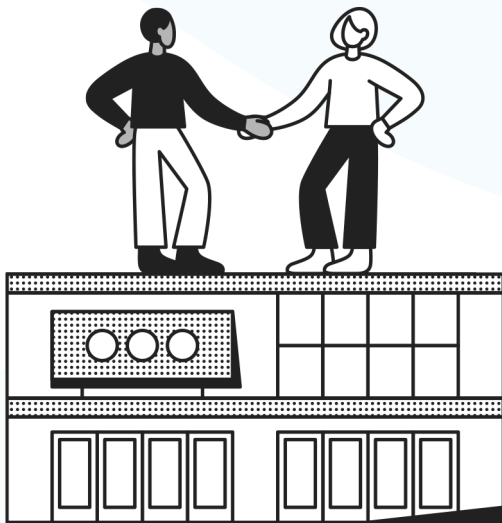


Collective
agreement

Finnish
legislation

Wage increases	Yes	No
Minimum wages	Yes	No
Evening and night work shift bonuses	Yes	No
Public holiday pay	Yes	No
Holiday bonus	Yes	No
Paid sick leave	Yes (<small><- longer!</small>)	Yes
Paid leave to care for a sick child	Yes	No
Paid maternity and paternity leave	Yes	No

How is a collective agreement made?



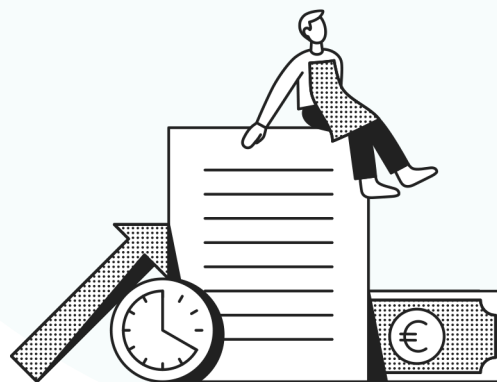
Businesses in the same industry join together to establish an employers' federation.



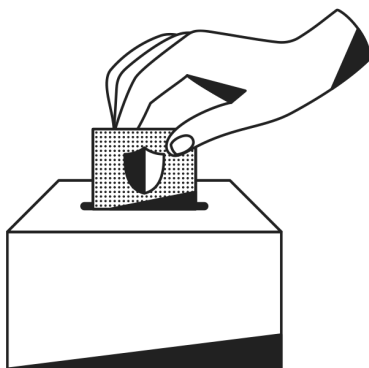
Employees in the same industry organise to form a trade union.



The union and the employers' federation jointly negotiate a collective agreement for employers and employees in the industry.



The pay and other terms and conditions of employment in that industry are then determined according to this collective agreement.

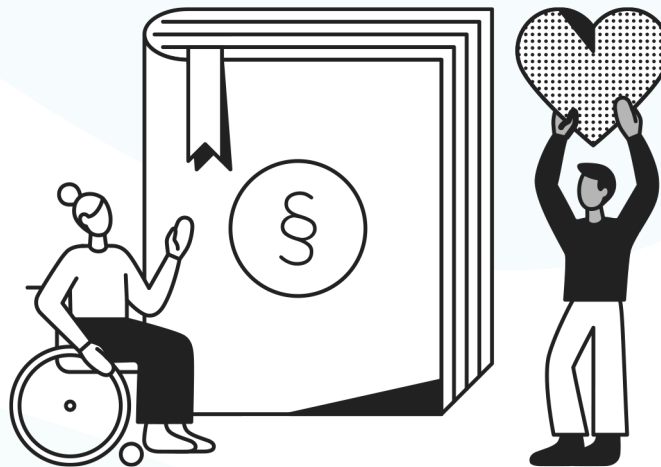


The employees at each workplace elect one of their workmates to serve as shop steward.



The shop steward then becomes a link between the employees, the union and the employer. The shop steward advises the employees and monitors compliance with the collective agreement at the workplace.

How are the terms and conditions of employment decided?



Labour law specifies certain rights and duties of an employee and an employer. The law also guarantees a social safety net and equal treatment for employees.



The collective agreement made by the trade union and the employers' federation guarantees better terms and conditions to employees than the legal minimum, establishing the minimum wage and other terms and conditions of employment in the industry concerned.

The employee and the employer then make an individual employment contract that must comply with the law and with the collective agreement. The agreed terms and conditions of employment may be better than the minimum set out in the law or collective agreement, but not worse from the employee's point of view.



The shop steward assists



Employees in a workplace who belong to a trade union can elect from among themselves a shop steward who represents employees and the trade union at the workplace. The shop steward supervises that the employer complies with laws and agreements. If you have problems with the employer or you do not understand a matter related to an employment contract, you can ask the shop steward for advice.

The shop steward discusses matters concerning employees with the employer on behalf of all employees. He or she supports members of the trade union and lets you know what the benefits of trade union membership are and how to join.

If there is no collective labour agreement in place at the workplace, employees can still elect a shop steward. The Employment Contracts Act defines the shop steward's rights.

Cooperation or change negotiations at the workplace

The word 'change negotiations' is often used in connection to personnel reductions. The reason is that at workplaces of at least 20 employees change negotiations must be undertaken before the number of employees can be reduced. In the negotiations, other solutions are sought to replace dismissals.

Cooperation at the workplace refers to the employer negotiating with the employees on matters concerning the workplace. The Act on Co-operation within Undertakings exists to ensure that employers and employees can jointly develop the work and the working conditions. According to the Act, employers must discuss with their employees on matters related to their work. The employer must provide the employees with all important information within a reasonable time. The employees have the right to propose improvements on their working conditions. The employer must listen to the proposals and give a response to them.

Safe work



Work may not harm the worker physically or mentally. The employer always bears the main responsibility of safety and health at the workplace.

From the point of view of occupational safety, prevention is the basis of all. This means that possible hazards and risks caused to employees must be constantly assessed. Your help as an employee is also needed in this. Always follow the instructions given and use personal protective equipment. If you notice a safety hazard, report it to your supervisor. Report it even if there was no injury, since close calls can also provide valuable information and can be used to make changes before an accident happens.

Occupational healthcare services

Legislation obligates all employers to provide their employees with preventive occupational healthcare services. In addition, many employers voluntarily provide at least some medical care services. Your employer must inform you of the services included in the occupational healthcare services provided at your workplace.

As an employee, you are always entitled to occupational healthcare and your employer must give you information on the services available to you. The form or duration of your employment relationship does not affect this. The employer must see to it that temporary workers, for example, fixed-term employees, are not forgotten.

Occupational safety

The workplace must be safe and not pose a risk to your health. Ensuring this is the responsibility of the employer and the supervisors. This is provided for in the Occupational Safety and Health Act. You must, in turn, always follow the instructions given by your employer. For example, you must use the protective equipment ordered by your employer, such as a helmet.

Among others, the following factors may cause a hazard or risk to your health

- | noise, dust, cold, heat, toxins, vibration, radiation and electricity
- | dangerous machinery and equipment
- | poisons and hazardous chemicals
- | being too busy and working too long continuously
- | bacteria, viruses and mould
- | poor work posture, too heavy burdens and damaged or unsuitable tools
- | threat of violence, inappropriate treatment and sexual harassment.

If you notice a risk at your workplace, immediately notify your supervisor or safety representative. If a task is very dangerous and it puts your life or health at immediate risk, you have the right to refrain from doing it until it is made safe.

The employer must ensure that nothing at the workplace causes an accident or illness. Employers also have an obligation to insure you against accidents and occupational diseases. Insurance covers injuries suffered at the workplace or during your commute, for example.

The labour inspectorate may issue a caution to an employer, if the employer acts against the law or if the employer has not drawn up a non-discrimination plan. The employer must rectify this. If an employer fails to do so, a conditional fine can be imposed on it.

Safety representative

Under law, a safety representative must be elected at the workplace if at least 10 people work there. Even in a smaller workplace, a safety representative can be elected if employees wish so.

The safety representative represents employees in matters related to occupational safety and well-being and is familiar with the relevant legislation. The employer and the supervisor are responsible for the safety of the workplace, so they must be notified of any defects or incidents, but you can also always contact the safety representative if you have any questions about health or safety. The task of the safety representative is also to draw the attention of the employees she or he represents to matters that promote safety and health at work.

Bullying includes, for example:

The Occupational Safety and Health Act prohibits bullying in the workplace. In a good work environment, everyone is encouraged and no-one is discriminated against, bullied or harassed.

- | mean and demeaning words
- | screaming, threatening, pressuring
- | gossip, talking badly about others, spreading false information
- | segregation or exclusion from the group

Not all behaviour that causes hurt feelings is bullying. For example, having different opinions or views on matters is not bullying.

Sexual harassment includes, for example,

- sexually suggestive gestures or expressions
- talk and jokes with sexual innuendos
- statements or questions about another person's body, clothing or private life
- letters, e-mails, text messages or telephone calls with sexual innuendos
- touching
- proposals of or demands for sexual interaction.

Harassment based on gender includes, for example

- degrading, demeaning or mean talk about women, men or persons of other genders
- dismissing someone based on their gender
- bullying related to a person's gender.

Everyone has the right to bodily integrity. This means that violence or threats are always prohibited at your workplace. If you encounter violence, contact the police immediately.

What to do, if you are bullied or harassed?

- Tell the person harassing or bullying you that their actions or words make you feel bad. Ask the person to stop.
- If the bullying does not stop, immediately tell your employer about the bullying or harassment. According to legislation, employers must intervene with bullying quickly.
- If you dare not talk to the bully, talk to your supervisor, the workplace shop steward or the safety representative. If you cannot get help, your trade union can help you.
- If you intervene with discrimination, bullying or harassment, you must not be treated poorly because of this.

Employees have several rights



Many benefits associated with work, such as holidays and salary, are based either on law or a collective agreement, in which representatives of employers and employees have agreed on better terms than those required by law.

Pay

The salary must not be less than the minimum pay stated in the collective agreement. 'Minimum pay' refers to the minimum amount that you should receive for your work. If there is no collective agreement for the industry you work in, your pay must still be reasonable. 'Reasonable' means that you should receive the amount of pay that is usually paid for other tasks similar to yours.

A variety of pay supplements also exist. Supplements are compensation paid in addition to your basic pay. You can be paid an evening work supplement, night work supplement, Saturday work supplement or a Sunday work supplement, for example. As an example, for work carried out on a Sunday, you receive 100 per cent more pay. Therefore, unless otherwise agreed in the relevant collective agreement, your pay is doubled.

When you receive your pay, you must always also receive a **payslip**. A payslip has many names in Finnish; it can be called a palkkakuitti, palkkatodistus, palkkanauha, or tilinauha. The payslip details how much you have been paid, what deductions have been made from your gross pay, and how much money will be paid to your account, i.e. your net pay.

Every time you receive pay, you pay taxes and other statutory payments. This means that you will not receive the full amount agreed on in your employment contract to your account. Always check your payslip carefully!

Holidays

When you work, you accumulate free time or **annual holidays**. You accumulate holidays if you work for at least 35 hours a month or 14 days a month. If your employment has lasted less than one year, you will receive 2 days of holiday a month. If your employment has lasted more than a year, you will receive 2.5 days of holiday a month. In total, you will receive 24 days of summer holiday and 6 days of winter holiday.

You will be paid during your annual holiday even though you are not at work. **Holiday-period pay** is called holiday pay. At many workplaces, employees are additionally paid a **holiday bonus**, which is about a half of the amount of the holiday pay.

If you are a part-time employee with less than 14 days or less than 35 hours per calendar month, you will not accumulate annual holidays. However, in such a case, you are still entitled to take time off and to the holiday compensation.

If you fall ill before or during the agreed holiday, notify your employer without delay, as you can ask the employer to transfer your holiday period to a later date.

If you do not have the time to take all your holidays during your employment, you will receive money or **holiday compensation** instead.

Breaks and rest periods

You have the right to take breaks during working hours. The Working Hours Act and collective agreements determine the minimum duration of breaks. The employer must comply with the provisions on breaks and rest periods laid down in the Working Hours Act and the collective agreement.

The meal break is a break during the workday during which you can eat and rest. If your shift lasts at least 6 hours, you are entitled to a meal break of at least half an hour (30 minutes).

Usually, shifts lasting less than 6 hours do not include a meal break. The meal break does not usually count as working hours, which means that no pay is paid for its duration.

The coffee break usually lasts 10-15 minutes. You will usually be entitled to a coffee break even if your shift lasts less than 6 hours. Coffee breaks are part of your working hours, which means that you will be paid for the time.

Daily rest means that you have the right to rest between work shifts as a rule for at least 11 hours. In period-based work, the daily rest period is at least 9 hours.

Weekly free time means that you have the right to a longer rest period between work shifts once a week. Usually, the weekly free time is at least 35 hours. Sometimes it may be shorter, but it must always be at least 24 hours. The employer is not allowed to disturb you during your weekly free time, which means that you cannot be asked to work during it. If possible, the day off must be a Sunday.

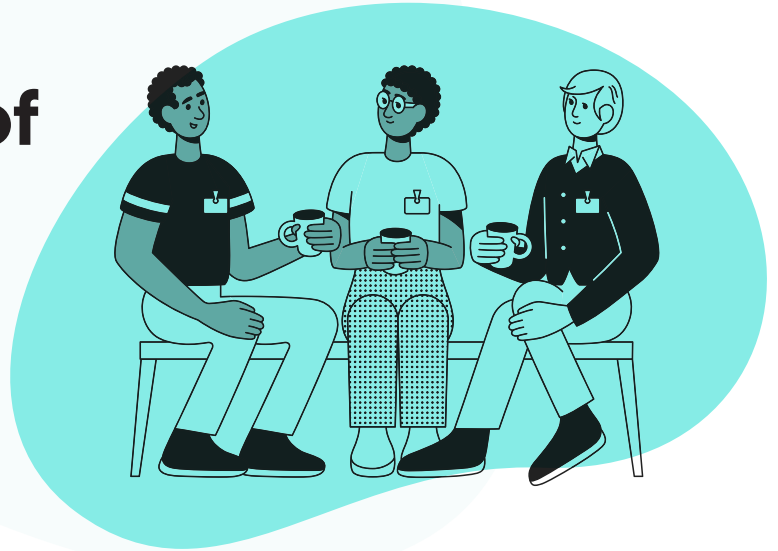
Absences

If you fall ill, you have the right to be absent from work. Notify your employer immediately and also inform your employer why you are absent. If your employer requires a medical certificate, you should visit your physician and send the certificate signed by your physician to your employer.

Your employer must pay you for the day when you fell ill and were unable to work. If you are ill for a longer period, you must be paid for 9 days after the day of falling ill. If your employment has lasted for at least one month, you are entitled to full pay. If your employment has lasted less than one month, you are entitled to half pay. Usually, better terms for sick leave have been agreed in the collective agreement. In this case, you will receive full pay for more days.

When your child of less than 10 years of age falls ill, you can stay home to nurse him or her. You will then be on temporary child care leave. It can last up to 4 working days. According to the law, the employer does not need to pay you for the duration of a temporary child care leave. However, check your collective agreement; some agreements contain better terms. You may be entitled to pay for the duration of the temporary child care leave.

Termination of employment



When an employer terminates an employee's employment, it indicates that the employee's work ends completely. In other words, the employer terminates the employment contract entered into by the employee and the employer. The employer may terminate an indefinite or continuous employment contract, but not a fixed-term employment contract.

The employer can only terminate an employee's employment, if it has a valid and cogent reason. The employer must always justify or explain the reason for the dismissal to the employee.

The reason for a dismissal may be

- | the fact that the company's products and services are not purchased enough
- | the company's poor financial situation
- | a reason due to the employee, such as continuously being late for work or performing their work poorly. Before dismissal, the employer must give the employee a warning and the opportunity to mend his or her ways.

The reason for a dismissal cannot be the employee's

- | pregnancy or family leave
- | illness, injury or accident, unless the employee's ability to work has been reduced materially and for a long term because of these
- | participating in industrial action
- | political, religious or other opinion or social activity
- | resorting to legal remedies.

You can ask the employer to notify you in writing of the employment contract's end date and the reasons for the termination. The employer must then provide them to you as soon as possible. If the employer has given you a notice of termination, your work will not end immediately, but continues still for the period of notice.

Do not sign any papers regarding your dismissal that you do not understand. If you do not agree with your employer regarding the dismissal, please contact the shop steward of your workplace or your trade union.

If the employer has dismissed you **for economic or productional reasons**, it may be obligated to offer you work later. This so-called **readmission obligation** is in force for 4 months from the dismissal, if the employer needs an employee for the same or similar tasks as those performed by the employee before the dismissal.

The employee can terminate the employment relationship by notifying the employer of it. II.

Remember that if you resign from a job without a valid reason, you do not receive unemployment benefit immediately, but have a qualifying period.

A fixed-term employment contract cannot be terminated before the end of the contract, but the matter can usually be negotiated with the employer.

You do not have to explain the reason for your resignation. Once you have been resigned, you cannot stop work immediately. Instead, the work will continue during the period of notice.

Statutory notice periods

When the employer dismisses the employee, the notice period is

- | 14 days if employment has lasted for less than or exactly one year
- | 1 month if employment has lasted for 1-4 years
- | 2 months if employment has lasted for 4-8 years
- | 4 months if employment has lasted for 8-12 years
- | 6 months if employment has lasted for more than 12 years.

When the employee terminates the employment contract, the notice period is

- | 14 days if employment has continued for less than or exactly 5 years
- | 1 month if employment has continued for more than 5 years



Lay-off

A lay-off means that the employer suspends your work and pay. This means that your work will end for the duration of the lay-off and you will not receive any pay during that period. The employer must inform you of the lay-off at least 14 days in advance. You can be laid off if your employer does not have enough work for you. A lay-off may last a while, but your employment does not end.

During a lay-off, you have the right to accept other work and terminate your employment contract without notice. If you register with the TE Office or the Employment and Economic Development Office, you will receive unemployment daily allowance during the lay-off. Remember to register with the TE Office no later than on the first day of your lay-off.

Did you lose your employment?

If you lose your employment or are laid off, you must register with the TE Office no later than on the first day of your unemployment or lay-off. You can only receive unemployment benefit after that. An unemployed person can receive basic daily allowance, labour market subsidy or earnings-related unemployment daily allowance, and to receive them you have to fulfil certain conditions. If you are under 25 years of age and you have no vocational education after comprehensive school or high school, conditions related to unemployment protection partly different from other job seekers apply to you. There are also some exceptions in the conditions for immigrants. You can find comprehensive information on the conditions, for example, at the Työmarkkinatori.fi service.

People often join an unemployment fund at the time of joining a trade union. If you are member of an unemployment fund, you can receive earnings-related unemployment daily allowance calculated on the basis of your income. In order to receive unemployment benefit, you must have been a member of the unemployment fund for at least 6 months and

- in wage work at least 26 weeks (about 6 months) during the 28 months preceding
- unemployment or the reference period,
- your working hours have been at least 18 hours a week and
- your salary has been at least that which is stated in the collective labour agreement.

Earnings-related unemployment daily allowance must be applied for from the unemployment fund two weeks after the start of unemployment or lay-off. The amount of earnings-related unemployment daily allowance is calculated according to your income. You can find a counter and more information at www.tyj.fi.

Have you moved or been sent to Finland or a seasonal worker?



This guide presents basics on Finnish working life that apply to all workers - regardless of, for example, your nationality. Finnish legislation is complied with in work done in Finland. That means that no worker need submit in his or her work, for example, to underpayment or hazardous working conditions.

The majority of employers treat employees fairly and equally. However, sometimes you encounter problem situations in working life. In the most serious cases also in Finland the employer may exploit the employee's position or ignorance of Finnish working life.

It may be a case of occupational exploitation, if the employer, for example

- | pays less salary than that prescribed by the collective labour agreement and the law (underpayment)
- | does not give the employee the days off prescribed by the law and the collective labour agreement
- | requires employees to work too long days without compensation
- | collects money from the employee as a compensation for the job or the residence permit
- | prohibits the employee to take sick leave
- | does not arrange for occupational health service
- | provides inhumane housing conditions.

If you suspect that you are the target of criminal exploitation of workforce, you can contact the police (emergency services number is 112) or Victim Support Finland (RIKU, see page 51). If you have issues at work or if you suspect that everything is not right, try discussing the matter with your employer first. Use text messages or e-mail for the discussions and save every message. Here is what to do if talking with your employer goes nowhere:

Union members Ask for advice from the shop steward of your workplace and your trade union. Employee representatives (shop stewards) represent the employees and their trade union at the workplace. They are an employee chosen by the employees collectively. The safety representative monitors the occupational safety of employees and knows the relevant legislation. If your workplace has no shop steward or safety representative, contact your trade union's regional office or ring the union help line.

If you are not a union member Ask a colleague or the workplace safety representative for advice. If the problem is not resolved, you can consult the labour inspectorate or SAK's employment counselling, on which you can find more information on the following page.

SAK's employment counselling

SAK's employment counselling serves free of charge at **0800 414 004** in Finnish and English at certain service times which you can check by ringing or at www.FairPlayAtWork.fi click on the "Ask for help" button to get more information. You can also contact by e-mail in English at the address workinfinland@sak.fi or in Finnish at the address tyosuhdeneuvonta@sak.fi. The discussions are kept confidential.

An expert at our employment counselling can help if, for example,

- | you do not understand your employment contract or want an outside to review it before signing
- | you suspect you have not received your salary, shift allowances or holiday bonus correctly.
- | you want to know the wage level of your sector.
- | you want to check a matter related to your holiday or working hours
- | you experience bullying or discrimination at your workplace and need for advice your situation
- | you have issues at work, and you are not sure who to contact or where you can find help.

Our service cannot help you In the following matters

- | We do not mediate jobs or give advice for job seeking. You can get help for finding employment, for example, from TE Offices and for establishing an enterprise, from the Yritys-Suomi (Enterprise Finland) service.
- | We do not contact employers on your behalf. The trade union of your sector can help you there. We recommend joining it. You can find the trade union of your sector on the Liitot.fi site.
- | If your problem is so difficult that it must be processed in court, trade unions will help forward matters. Another alternative is to hire a lawyer yourself.
- | If you are or suspect that you are victim of a crime, you can get advice from the telephone help line of Victim Support Finland (RIKU).

Telephone help line of the labour inspectorate

— **0295 256 808** from Monday to Friday 9 a.m. - 3 p.m

Victim Support Finland

— You can contact Victim Support Finland confidentially and get advice on how to proceed in the matter. Please contact by e-mail (help@riku.fi) or by phone (including text messages or WhatsApp) to **040 632 9293**.

Help system of victims of human trafficking

— Contact by ringing **0295 463 177** (www.ihmiskauppa.fi/en)

The Fair Play At Work website



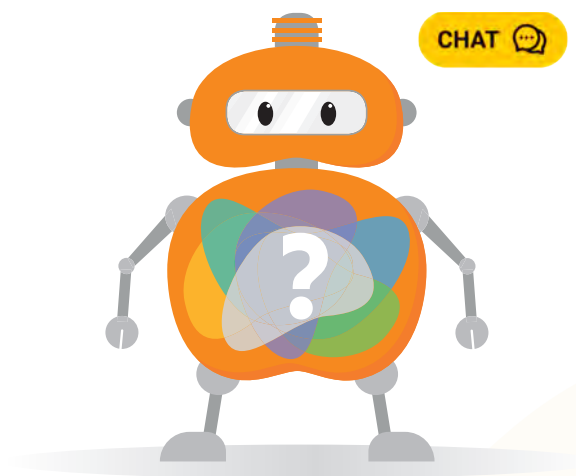
The Fairplayatwork.fi web service helps you with challenges of working life. On the site, you will find additional information on applying for and starting a job and on matters you will encounter in working life, from concluding an employment contract to ending an employment relationship.

Do you know your rights at work?
Does some strange term of working life perplex you?
Do you have questions or problems related to
an employment relationship?

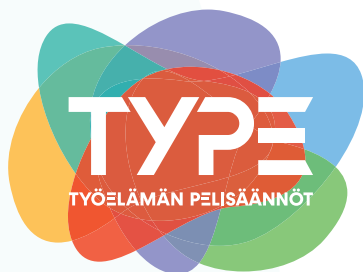
SAK's employment counselling

The Fairplayatwork.fi service and this guide are a part of the Central Organisation of Finnish Trade Unions SAK's employment counselling. The contents are based on expertise in matters of working life and multi-disciplinary co-operation with a broad network of partners. Several laws and statute which change from time to time relate to the rights and obligations of working life. The information referring to different source in this guide has been reviewed in December 2021, taking into account the legislative amendments which came into force at the turn of the year. We always update the necessary changes regularly in the web service.

We welcome feedback both on this guide and the www.FairPlayAtWork.fi service at e-mail address type@sak.fi.



The extensive information package is available in Finnish, Swedish and English. In addition, the service has basic information on Finnish working life in a more concise form in the following 20 languages: Russian, Estonian, Somali, Arabic, Chinese, Thai, Spanish, German, Polish, French, Dari, Farsi, Nepali, Ukrainian, Latvian, Kurdish (Sorani), Turkish, Vietnamese, Burmese and Tagalog. The site also has a bot which helps around the clock on matters related to working life



Чесні
умови
праці

Правила
честной
работы

PATAS NA
BATAS SA
TRA BAHO

ความแฟร์
ในที่ทำงาน

काममा
नष्पक्षता

قوانین
و قواعد
زندگی کاری

مقررات
زندگی کاری

မူဝါဒနှင့်
လုပ်ငန်းခွင်

للحياة العملية
القواعد الأساسية

公平工作

رېسابنه رته کانی
ژیانی کارکردن

Workinglife information
in 23 languages, here:

FairPlayAtWork.fi

Do you know

Which matters must be stated in an employment contract and what is a collective labour agreement?

How many holidays you are entitled to and what is the difference between additional work and overtime work?

When in-the-job training must be paid for?

What to do, if you are discriminated at work?

SAK's "The Rules of Working Life" is a practical guide to you who are in the beginnings of working life or want to learn more about your rights and obligations as an employee. The guide provides information on and tips for different situations in working life.

If you want to learn more or have questions, please visit www.FairPlayAtWork.fi

