

**Collective Agreement
for Retail Supervisors
for the Commercial Sector**

1 February 2020–31 January 2022

COLLECTIVE AGREEMENT FOR RETAIL SUPERVISORS FOR THE COMMERCIAL SECTOR

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COLLECTIVE AGREEMENT FOR RETAIL SUPERVISORS FOR THE COMMERCIAL SECTOR

COLLECTIVE AGREEMENT FOR RETAIL SUPERVISORS

Section 1 Scope of the agreement

1. This agreement applies in companies engaged in retail.
2. The agreement applies to retail supervisors covered by the Working Hours Act and cash-and-carry supervisors as referred to in the Collective Agreement for the Commercial Sector.

Section 2 Supervisor

1. Supervisors act as shop managers, the people in charge of shops or departments or in equivalent positions.
2. The supervisor is responsible for the service or other operational readiness of the shop or department within the limits of his/her authority.

Section 3 Employment contract

The written employment contract shall include the minimum details specified in the pro forma agreement in this collective agreement.

Section 4 Working conditions and times

1. The terms and conditions of employment are determined in accordance with the provisions applying to sales assistants in the Collective Agreement for the Commercial Sector, with the exceptions set out below.

Meal and coffee breaks

1. When locally agreed, the meal break may be:
 - reduced by no more than 30 minutes, or
 - completely eliminated, whereupon the employee shall be able to take a meal during working time.
 - agreed between the person and his/her own supervisor.
2. When preparing the schedule of work shifts, supervisors must be given the opportunity to express their opinions on the length of shifts, the placement of shifts, and the granting of days off and annual leave.
3. This agreement does not otherwise affect the company-specific working time arrangements for supervisors.

Section 5 Notice period

1. The employer shall comply with the notice period stated in Section 5, Clause 1 of the Collective Agreement for the Commercial Sector:

Duration of continuous employment	Period of notice of termination
No longer than one year	14 days
Longer than 1 year but no longer than 4 years	1 month
Longer than 4 years but no longer than 8 years	2 months
Longer than 8 years but no longer than 12 years	4 months
Over 12 years	6 months

2. The supervisor shall comply with the notice period stated in Section 5, Clause 2 of the Collective Agreement for the Commercial Sector:

Duration of continuous employment	Period of notice of termination
No longer than 5 years	14 days
Over 5 years	1 month

3. By way of derogation from clauses 1 and 2, the notice period for both parties can be set at one month by agreement.

If the employer's notice period in accordance with clause 1 is longer than the one-month notice period agreed on the basis of this section, the employer must comply with the longer notice period.

Section 6 Wages

Salaries

1. Supervisors' wages are determined by agreement.
2. The wages of a supervisor with a fixed salary shall be incremented by at least the general raise at the same time as the sales assistants receive a raise.
3. Supervisors' wages should be increased so that the pay does not unduly change in proportion to the other personnel.
4. The supervisor's wages must be higher than those of his/her subordinates unless there are justified grounds for deviating from this.
5. The employer and the supervisor shall annually discuss the remuneration and the bases for determining remuneration.

At the end of the remuneration discussion or at a separate time in the workplace, a discussion shall be held concerning the supervisor's ability to cope with the work, the work-related burdens and, if necessary, follow-up measures.

Call-out pay

6. Call-out pay is determined in accordance with the provisions of the Collective Agreement for the Commercial Sector concerning sales assistants.

Section 7 Miscellaneous regulations

Social benefits

1. This agreement does not apply to the company's social benefits.

Bylaws

2. The supervisor must comply with the company's applicable bylaws.
3. The bylaws must not conflict with this agreement.

Applicable agreements

4. As part of the Collective Agreement for Retail Supervisors, the agreements made in Section 25 of the Collective Agreement for the Commercial Sector shall apply.

Uniforms

5. The employer shall acquire uniforms for permanent supervisors if the supervisors' working duties so require.

The employer shall look after the uniform unless otherwise agreed with the supervisor for extra remuneration.

Supervisors' shop steward

6. The supervisors may elect a shop steward from among their number.

The Agreement on Shop Stewards, which forms part of the Collective Agreement for the Commercial Sector, shall apply to shop stewards in accordance with Clause 1.

The supervisors' shop steward and the employer shall discuss the arrangements related to job release if necessary. The discussion shall cover topics such as the workload required in supervisory posts and the areas of responsibility.

Supervisors' labour protection delegate

7. Supervisors may elect their own labour protection delegate and two deputies to the labour protection delegate from among their number.

The Labour Protection Co-operation Agreement, which forms part of the Collective Agreement for the Commercial Sector, shall apply to labour protection delegates in accordance with Clause 1.

The supervisors' labour protection delegate and the employer shall discuss the arrangements related to job release if necessary. The discussion shall cover topics such as the workload required in supervisory posts and the areas of responsibility.

Section 8 Disputes

Local grievance procedure

1. Disputes arising from the collective agreement shall be negotiated initially between the employer and the supervisor or between the employer and the shop steward.

2. If no settlement can be reached, a memorandum of the dispute shall be prepared in duplicate, corresponding to the template in this collective agreement.

Inter-federation negotiations

3. The local parties may refer a dispute to the federations for settlement.

Negotiating procedure

4. Local and inter-federation negotiations shall be initiated and conducted without delay.

Labour Court

5. Any dispute that remains unresolved in inter-federation negotiations may be submitted to the Labour Court for settlement.

Section 9 Industrial peace and breaches of the collective agreement

1. All industrial action against this agreement shall be prohibited.
2. The consequences of infringing this collective agreement shall be governed by the Collective Agreements Act that is current at the time of signing this agreement.

Section 10 Validity of the agreement

1. This agreement shall remain in force until 31 January 2022.
2. After 31 January 2022 the agreement shall continue in force for one year at a time unless written notice of termination is served no later than one month before the end of the validity period.
3. The said notice of termination shall include detailed written proposals for amending the agreement; otherwise the notice of termination shall be null and void.

Instructions for completing the memorandum of dispute

General

The memorandum of dispute procedure only applies to members of the Service Union United PAM working for member companies of the Finnish Commerce Federation where the employment relationship is subject to the Collective Agreement for Retail Supervisors.

Disputes regarding the working and wage conditions of clerical employees should primarily be resolved in the workplace in compliance with the local order of negotiation set out in Section 8 of the collective agreement. Each party can avail itself of its own union's advisory services during workplace-specific negotiations. The purpose of any support or advice that may be provided by unions is to help the negotiations to flow smoothly and identify a solution to the dispute within the workplace.

The memorandum of dispute should only be completed after a sufficiently thorough local negotiation when the parties wish to have the dispute settled at union level.

Subject of the dispute

The subject of the dispute is described in brief by way of a title, such as the requirement to pay wages during sick leave.

The agreed course of events

The undisputed facts underlying the dispute are described under the course of events. This statement accelerates the unions' handling of the matter as it provides the handling personnel with a rapid overview of the events without them needing to request further clarification. These undisputed background details should be brought to the fore by both parties when requesting their own union's views on the events.

The claims of the local parties, with detailed grounds

The clerical employee must present his/her own detailed demands and grounds for these demands during the local negotiations. The employer's response and grounds for the response are reviewed during the negotiations.

Sending the memorandum to the unions

If the memorandum is not sent to the unions electronically, the parties shall deliver the memorandum with appendices to their own unions.



Company

Establishment

Employer or employer's representative who has handled the dispute in the workplace

Position of the employer's representative within the company

Telephone

Email address

Clerical employee affected by the dispute

Clerical employee's job at the company

Telephone

Email address

The clerical employee was represented by the shop steward/chief shop steward during negotiations

Telephone

Email address

Subject of the dispute

Local negotiations on the dispute were held on __. __. 20__

Negotiators

In regard to the dispute, the following have been contacted:

☐ Finnish Commerce Federation☐ Service Union United PAM

The parties have held local negotiations concerning the dispute. No consensus has been reached to resolve the dispute. For this reason, the decision has been taken to refer the matter to the labour market organisations for negotiation.

Jointly agreed course of events. The related documents are appended to this memorandum.

Clerical employee's demand (if necessary, a separate document can be appended).

Clerical employee's grounds for the demand (sections of the collective agreement/legal provisions).

Employer's response and grounds (sections of the collective agreement/legal provisions. If necessary, a separate document can be appended).

Place

Date

Signature of the employer/employer's representative and name in block letters

Signature of the clerical employee/clerical employee's representative and name in block letters

Name in block letters

Name in block letters

This memorandum has been drawn up in two identical copies. The employer shall send one copy to the Federation of Finnish Commerce and the employee shall send the other copy to Service Union United PAM.

Number of appendices: _____

List of appendices

**COMMERCIAL SECTOR EMPLOYMENT CONTRACT /
Retail supervisors and warehouse and transportation supervisors**

1. PARTIES TO THE EMPLOYMENT RELATIONSHIP	Employer	Place of business or domicile
	Clerical employee	Personal ID code
	The above-mentioned clerical employee undertakes to carry out work designated by the above-mentioned employer against reimbursement under the employer's supervision and management and subject to the following terms and conditions:	
2. VALIDITY OF THE EMPLOYMENT CONTRACT	The employment shall begin with a trial period of _____ months. The trial period in employment lasting for less than 12 months shall be no longer than half of the duration of the employment contract, in which case the last day of the trial period shall be _____.	
	☐ regular employment The employment begins on _____ and continues until further notice.	☐ temporary employment Temporary employment commencing on _____ and continuing until _____. Reason for temporary employment: _____ or until the following specific task has been completed _____ and its estimated duration is until _____.
3. WORKING TIME	The working time shall be ☐ an average of 37.5 hours per week. ☐ less than 37.5 hours per week, in which case the average weekly working time shall be _____ hours. The clerical employee agrees to do additional work subject to the provisions of law, and this work will be subject to the remuneration stated in the collective agreement. The clerical employee ☐ consents to Sunday work as required ☐ does not consent to Sunday work The remuneration rates stipulated in the collective agreement shall be paid for Sunday work.	
4. DUTIES	Duties of the clerical employee:	
5. REMUNERATION	The clerical employee's wages on commencing employment shall be determined as follows: _____ Monthly or hourly wages	
6. ANNUAL HOLIDAY	The annual holiday shall be governed by the Annual Holidays act and the applicable collective agreement.	
7. NOTICE PERIOD	☐ The notice period is determined in accordance with Clauses 1 and 2 of Section 5 of the Collective Agreement for the Commercial Sector. ☐ The notice period is 1 month for both parties to the contract. If the employer has a longer notice period under the Collective Agreement for the Commercial Sector, the employer shall observe the longer notice period.	
8. COLLECTIVE AGREEMENT	The employment shall comply with a collective agreement binding the employer, with current statutes and ordinances, and with the internal guidelines and regulations of the enterprise. Compliance with the regulations of a collective agreement governing sick pay, annual holiday and working time shall continue after the collective agreement expires and until any new collective agreement takes effect.	
9. OTHER TERMS AND CONDITIONS	_____	
10. DATE AND SIGNATURE	This contract has been drawn up in two equivalent copies, one retained by the employer and the other given to the clerical employee. Place of signing _____ Signature of employer _____ Name in block capitals _____ Date _____ Signature of Clerical employee _____ Name in block capitals _____	

FURTHER DETAILS:

In accordance with section 4 of chapter 2 of the Employment Contracts Act, the employer also notifies the following key terms and conditions of employment:
The place where the work will be done: (e.g. all or particular establishments of the enterprise, or certain working areas).

The wage payment period shall be:

Other details: