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EUROPEAN SOCIAL CHARTER

Statements by Confederation of Finnish Industries EK

on the 9th national report by Finland
on the implementation of the revised European Social Charter

submitted by

THE GOVERNMENT OF FINLAND

(Articles 2, 4, 5, 6, 21, 22 for the period
01/01/2009 – 31/12/2012)

Report registered by the Secretariat on 7 February 2014

CYCLE 2014

Translation of the statement by Confederation of Finnish Industries EK:

Council of Europe; Revised European Social Charter; Ninth Periodic Report by Finland

The Confederation of Finnish Industries states the following:

In the opinion of the Confederation of Finnish Industries (EK) the report basically covers all changes that took place in working life during the reporting period.

However, the Confederation states as a general comment that regarding the statistics presented in relation to Article 2 of the Charter, the Government should indicate 1) the source of the statistics, which is probably Statistics Finland, 2) the fact that the statistics describe weekly working hours, and 3) the fact that the statistics describe both full time and part time work. The source of the industrial action statistics related to Article 6 is missing, too.

Regarding Article 6 § 2 of the Charter, the Confederation does not understand the connection between this provision and the precedent of the Supreme Court quoted in the report. In principle, it is for employers alone, not for collective bargaining parties together, to decide on a payment by results system and its content, as the Supreme Court also notes in the reasoning for its precedent:

"The company applied, in its employment relationships with officials, a payment by results system whose terms it determined separately and unilaterally every year. An essential part of the system from the standpoint of the officials was that it, on certain conditions, entitled them to payment by results in addition to their normal pay. The employer had expressly refused to agree on the system by a local collective agreement or in any other manner. Considering the above-mentioned facts, the officials could not legitimately expect that the terms of the system had become components of their employment relationships whose adjustment was subject to an agreement between the parties. Therefore, it was

justifiable per se for the company to adjust the system by connecting with it the restrictive condition mentioned in para. 3."

If the Government wants to quote the precedent in the context of Article 6 § 2, it should mention that the Supreme Court made its conclusions on the grounds that the case was concerned with an unlawful strike organised by the employee association and that any sanctions for unlawful industrial action are imposed on the organising employee association, not on individual employees.

In respect of Article 6 § 4 of the Charter, the Confederation commends the report for quoting the judgment of Helsinki District Court from 2012 concerning a preventive measure and for referring to decisions of the Labour Court from the same year concerning unlawful strikes. However, the text should be worded more precisely when stating that the Labour Court did not take a stand on the lawfulness of the preventive measures in its decision. Decisions on preventive measures do not fall under the competence of the Labour Court.

Respectfully,

Confederation of Finnish Industries EK
Labour Market

Lasse Laatunen
Director