



Short guide to industrial action at universities

Disclaimer: this is a translation of the original guide in Finnish. If there are any discrepancies between the translation and the original guide, the original guide is considered to be valid.

This guide contains essential information and instructions for JUKO members working in the university sector.

The guide consists of the following sections:

- Key concepts of industrial action
- Key actors
- Working during a strike and the impact of the strike on one's employment relationship
- Strike benefits, salary payment, and fringe benefits
- Absences, family leave, and sick leave
- Annual leave, holidays, and pensions

Key concepts of industrial action

1. Common industrial action measures

Industrial action measures include strikes, partial refusal to work, overtime and travel bans, recruitment bans, and mass resignations.

2. Strike and lockout (*lakko and työnsulku*)

A strike is a work stoppage imposed by the employee organisation on the employer, affecting all strike-related tasks.

A lockout is a work stoppage imposed by the employer on the employees, where all work ceases and salary payments are suspended.

3. Strike boundaries

Strike boundaries define the scope and duration of the strike. The strike boundaries are specified in the strike warning given to the opposing party, Finnish Education Employers, FEE, and the national conciliator (*valtakunnansovittelija*).

The tasks covered by the strike include those listed in the strike warning, regardless of who performs the work.

4. Emergency work

According to the Working Hours Act, the employer may require emergency work during a strike if an unforeseen event has caused a disruption in regular operations or seriously threatens to lead to such a

disruption or endanger life, health, property, or the environment. Emergency work may only be required in addition to regular working hours to the extent necessary and for a maximum of two weeks.

In practice, emergency work is only relevant in very few tasks at universities and very exceptionally. For example, project deadlines or similar administrative pressures are not reasons for requiring emergency work.

If the employer attempts to invoke emergency work without real grounds, it is advisable to promptly contact JUKO's university sector strike committee (*JUKOn yliopistosektorin lakkotoimikunta*).

Key actors

1. Shop steward and occupational safety representative

Shop stewards and occupational safety representatives covered by strike boundaries participate in industrial action.

The shop steward handles individual member's employment-related matters even during industrial action.

2. Strike guard, picket (*lakkovahti*)

The strike guard's task is to advise and inform university staff about the goals and purpose of the strike. The strike guard helps to carry out industrial action measures legally, safely, and appropriately, supporting collective agreement negotiation activities.

Strike guards inform strike committees (*lakkotoimikunta*) about the general progress of the strike. The strike guard does not collect lists of participants in the strike or those who do not participate, nor do they inform the employer about members participating in the strike.

3. Strikebreaker (*rikkuri*)

A strikebreaker is a person who:

- a) is within the scope of the strike and nevertheless performs tasks without permission, or
- b) is outside the scope of the strike but performs strike-related tasks not included in their job description.

If a person who is within the scope of the strike nevertheless performs strike-related work, they violate the industrial action. A person who acts against the union's decision during industrial action may be permanently or temporarily expelled from their union membership, depending on the rules of each trade union.

4. Non-union members and members of other unions

The results of the strike benefit all employees. According to the principle of neutrality, employees who do not belong to the union implementing the strike are not obliged to perform tasks covered by the industrial action.

The same applies to union members who are not within the scope of the strike. They have the legal right to refuse to perform strike-related tasks that they do not normally perform. Those on strike and their own union expect this from them.

Working and impact on employment

1. Work covered by the strike (*lakonalainen työ*)

Tasks covered by the strike are defined in the strike warning. Every union member covered by the strike is obliged to follow the union's decision and participate in industrial action measures when the unions have decided on the strike.

A JUKO member not covered by the industrial action does not need to perform strike-related tasks but must only perform their regular work tasks. Temporary expansion of work tasks to cover strike-related tasks is also not possible.

Central organisations have made a principle decision on how to respond to another union's industrial action, advising members to refrain from strike-related work. When members of another trade union go on strike, JUKO members should not perform tasks covered by that strike but must only perform their regular work tasks.

2. Working elsewhere during the strike

During the strike, one can perform other work or engage in entrepreneurship. The employment relationship continues during the strike. Therefore, the employee must not engage in competitive activities that would harm the employer during the strike.

3. Employer threats

The employer does not have the right to terminate or dissolve the employment relationship or otherwise punish the employee for participating in a legal strike. The employer must not collect lists of strike participants or pressure employees not to participate in industrial action measures.

The employer must not inquire whether employees intend to participate in the strike or collect such information in advance. Such attempts should be reported promptly to the local strike organisation.

4. Impact of the strike on employment

The strike does not affect the duration of a fixed-term employment relationship. A fixed-term employment contract always ends at the agreed end date unless the contracting parties specifically agree to extend the employment relationship. Participation in industrial action is not a valid reason to terminate an employment contract during the probationary period. The strike does not affect the employee's right to terminate an indefinite employment contract.

5. Working hours and remote work

Employees covered by the strike are on strike regardless of whether they work regular hours or total working hours.

Strike days' work should not be done in advance or compensated afterward to the employer. The pressure of the strike is based on the fact that less work is available to the employer. For example, if a lecture is not held due to the strike, the employer must pay a separate fee if they want the lecture to be held later.

Remote work is also covered by the strike and should not be done during the work stoppage. During the strike, work emails should not be answered, nor should remote meetings be attended.

Strike benefits, salary payment, and fringe benefits

1. Strike benefits (*lakkoavustus*)

The decision on the amount of strike benefits is made by the relevant unions. The tax-free strike benefit is 16 euros/day.

Strike benefits are paid to individuals on strike or lockout. Strike benefits are paid by the employee's own trade union.

2. Salary payments due during the strike

The strike does not affect the due dates of receivables. If an employee has a salary receivable due during the strike, it must also be paid on the due date. If the payment is delayed, interest must be paid on the receivable according to the Act on Interest (in Finnish legislation). This applies to receivables accrued before the strike. Salary is not paid for the strike period.

3. Fringe benefits during the strike

The employer does not have a salary payment obligation during the strike, so the employer does not need to provide fringe benefits agreed as part of the salary. However, the use of a company apartment remains during the strike because the employment relationship continues.

4. Employer's property

In principle, the employer has the right to request the employee's work tools and the employer's property during the work stoppage. In such a case, the employer's property and work tools held by the employee based on the employment relationship are handed over to the employer, with confirmation of this provided to the employee.

Absences, family leave, and sick leave

1. Absences during the strike

In interpreting absence cases, the main principle used is the so-called time priority principle (*aikaprioriteettiperiaate*). The start time of the industrial action determines whether the absence is considered to be due to the industrial action or another reason.

2. Family leave during the strike

If family leave (pregnancy and parental leave, as well as temporary care leave) has started before the strike begins, the salary for the family leave period is paid normally during the strike.

If family leave starts during the strike, the employer is not obligated to pay the salary for the family leave period until the strike ends. However, the employee is entitled to KELA's pregnancy and parental allowance. The paid period of family leave does not run during the strike, meaning the employer's salary payment obligation is postponed.

3. Sick leave during the strike

If an employee falls ill during the strike, they are paid sick leave salary (sick pay) only after the end of the strike if the illness continues. However, they are entitled to KELA's sickness allowance specified in the Health Insurance Act after the waiting period.

If sick leave starts before the strike, sick pay must be paid for the sick leave period.

If, despite the sick leave that started before the strike, the employee registers as a striker and actively participates in the strike organisation, for example as a strike guard, the employee is considered to be on strike instead of sick leave and may not necessarily be entitled to sick pay during the strike (Supreme Court case KKO 1994:30).

Annual leave, holidays, and pensions

1. Impact on annual leave

Industrial action does not affect annual leave that has already started. Annual leave that began before the strike will continue as normal despite the strike. According to the time priority principle (*aikaprioriteettiperiaate*), the reason for the absence is considered to be annual leave, and the employer pays the annual leave salary as usual. If the strike continues after the employee's annual leave ends, it is recommended that the employee informs the employer about remaining on strike upon returning from leave.

The employer cannot schedule annual leave to start during the strike. The employer's notice of annual leave that takes place during industrial action is ineffective. If the strike begins after the employer has notified about the annual leave but before the leave starts, the employee is on strike for the entire duration of the strike, and the annual leave is postponed. However, the notice of annual leave remains valid for the period after the industrial action ends. The annual leave will then start the day after the industrial action ends and will end as originally notified.

Strike days are not counted as days comparable to working days when calculating annual leave.

3. Impact on study leave

The strike does not affect the terms of agreed study leave. Study leave is determined by the Act and Decree on Study Leave and regulations.

4. Impact on unpaid leave

The strike does not affect already started or agreed unpaid leave.

5. Impact on pension amount

The strike affects the pension amount through the reduction of the salary on which the pension is based. The impact of one strike day on the pension is very small.

6. Impact on partial old-age pension and continuation of part-time pension

The right to partial old-age pension (*oikeus osittaiseen vanhuuseläkkeeseen*) is based on the minimum age determined by the employee's birth year according to the Employees Pensions Act. The amount of partial old-age pension is based on the pension earned by the end of the year preceding the start of the pension, so the reduction in salary due to the strike may also be reflected in the amount of partial old-age pension. Partial old-age pension is independent of work, so while receiving the pension, one can work freely or not work at all. Therefore, participation in the strike would not affect the continuation of partial old-age pension.

Part-time pension could be taken until January 1, 2017. Those still on part-time pension are subject to the old restrictions on work and earnings. The continuation of part-time pension requires that there is no interruption in work for more than six weeks according to the old provision of the Employees Pensions Act. If

work is interrupted for more than this period due to the strike, the part-time pension is terminated. If the situation normalizes within six months, the pension can be reinstated under the same conditions. If the part-time pension ends due to a change in work or otherwise, the person who was on part-time pension can apply for and receive partial old-age pension.