

GENERAL AGREEMENT

The General Agreement also covers the SM League teams' possible CHL series games

PARTIES

1. Finnish Hockey League (hereinafter the SM League)
2. Finnish Hockey Players' Association (hereinafter the Players' Association)

The SM League is in charge of the organization of the competitions at the top league level in Finland. At the time of making this agreement the SM League, which is organized as a limited company, is owned by fifteen (15) shareholder corporations (hereinafter 'the employer' or 'the corporation').

The task of the Players' Association is to promote Finnish ice hockey and to work in the best professional, social, and athletic interests of its members. The membership of the association consists of individual players.

TERMS OF AGREEMENT

1 Player Contract

The parties negotiate a model player contract to be used between the employers and the players, as well as the possible amendments made to the contract during the term of contract.

1.1 Working Hours Act

In view of the nature of the players' work and the compensation structure, the players' and the employers' contracts are not subject to the provisions of the Working Hours Act on overtime or Sunday work, nor those concerning weekly free time. The players shall have at least one day off per working week. As a rule, the aim is to arrange a day off for each week. However, if the series schedule or another reason so requires, the team can arrange the days off in another manner.

2 Pension and Casualty Insurance

Terms of insurance

The obligation to insure the players is laid down in the Act on Athletes' Accident and Pension Cover (276/ 2009).

The SM League negotiates the insurance conditions in compliance with the law with an insurance company of its choice. The SM League submits the conditions of the insurance contract to the Players' Association.

Taking out insurance

The employer takes out insurance for every player in the SM League with whom it has signed a player contract. The employer shall also take out insurance for players with a *try out* contract. The try out contract shall include a chance for the players to receive the benefits laid down in the Act on Athletes' Accident and Pension Cover 276/2009. The insurance contract will be supplemented with 2–3 wage levels on the basis of which the possible occupational injury pension will be determined. A player's try out contract will specify the level according to which the player is insured during the try out period.

Specifications to the obligation to insure

The employer shall also take out insurance for players

- who do not attain the level of earnings determined as the minimum in view of the obligation to insure.
- the compensations bound to the player's level of earnings referred to in the section above shall be based on the minimum earnings determined by the Act on Athletes' Accident and Pension Cover (276/2009) (in 2019 the minimum is EUR 11.410)
- the insurance cover (insurance contract) also covers the temporary loss of earnings starting from 1 May after the season for the period during which the player has not received salary for the period of incapacity for work from his team. The compensation for the loss of earnings (85% of the salary for the period of injury) is calculated on the basis of the maximum salary of EUR 118.880 (in 2019). The amount is adjusted every year by using the wage coefficient specified in section 96 of the Employees Pensions Act (395/2006).
- the club shall take out a medical insurance for the player as a collective insurance agreed upon by the League and the insurance company.
- the current practice on the payment of such sickness expenses resulting from ice hockey that have originated during the term of contract from activities under the Finnish Ice Hockey Federation (that the insurance – casualty or sickness insurance – taken out by the employer does not cover for some reason) will be effective until the parties have reached a new joint contract approved by both parties. This shall be detailed in the guidance document.

Player's share of the pension insurance premiums

According to the law, the share of pension insurance premiums of the insurance is 4.5% of the player's salary and compensations during the season.

The players pay two (2) percent of the share of the pension insurance premiums. These payments are withdrawn from the player's salary up to the maximum of EUR 118.880 (season 2019–2020). The amount is adjusted every year by using the wage coefficient specified in section 96 of the Employees Pensions Act (395/2006). The withdrawal shall cover the entire season, complying with the amount determined by the wage coefficient valid in the calendar year of the season start.

The employer, who pays the insurance premium to the insurance company, has the right to withdraw the player's share of the insurance premium from the salary and to pay it to the insurance company.

Supervision

The SM League supervises the obligation to insure in accordance with the law.

The SM League has the right to require information from the employer concerning the organization of insurance protection. The terms of insurance are developed in such a way that the SM League can obtain information on the possible delays in the payment of the insurance premiums as quickly as possible.

The SM League notifies the Players' Association of the employers' significant payment failures related to the insurance premiums. The parties shall negotiate the necessary measures in such cases.

3 Organization of holidays

Training leave

The employer shall grant the players of the SM League a training leave of a minimum of 24 working days (Mon-Sat), i.e. four weeks in a row after the last official game (regular season, play off, or national team).

The employer shall also grant the players a training leave for the working days of the incomplete calendar week during which the players play their last official game in the series.

The above-mentioned training leave is already implemented in season 2014–2015.

The employer shall organize the team's training sessions in such a manner that the training decided by the employer, together with any other joint events of the team that take place until 31 August fall mainly upon working days (Mon-Fri). This restriction does not concern the exhibition games played in August.

Annual holiday (independent training)

The employer shall grant the players of the SM League a holiday of 36 working days in a row, i.e. six weeks at the minimum, in the period between 1 June and 31 August.

For the players who have not turned 24 by the end of the holiday credit year or who have not played the minimum of 300 games in the SM League (or respective series), the holiday lasts at least 24 working days, i.e. four weeks.

Players taking a period of independent training are entitled to use training sites/facilities targeted at players participating in joint training by the employer (sufficiently accurate description of this in the guidance document – no extra expenses for the employer – i.e. players in independent training can go to the "club's gym" in their free time, etc.)

A new player joining the employer's team shall have the right to a holiday of the same duration and during the same periods as granted to the other players of the team on the above grounds.

During this time, the player shall train independently according to training programs planned jointly by the team's principal coaches and the player.

Holiday time

Holidays are granted at a time determined by the employer.

The holiday time shall be notified to the players in good time, by 15 May at the latest. Before determining the time of the holiday, the employer shall offer the players a chance to express their view on the holiday time.

Starting collective training

Collective training starting after the holiday:

Season 2015–2016, start on Monday, 3 August 2015 at the earliest.

Season 2016–2017, start on Monday, 1 August 2015 at the earliest.

For season 2017–2018, start on Monday 31 July 2017 at the earliest.

For season 2018-2019, start on Monday 30 July 2018 at the earliest.

For season 2019-2020, start on Monday 29 July 2019 at the earliest.

In season 2015–2016 the employer shall provide the players with the opportunity to start voluntary training on ice from Mon 27 July 2015 onwards. There will be a similar opportunity during season 2016–2017, with the voluntary ice training option beginning on Mon 25 July 2016 and during season 2017-2018 voluntary ice training option beginning on Mon 24 July 2017. During season 2018-19 voluntary ice training option beginning on Mon 23 July 2018 and season 2019-2020 voluntary ice training option beginning on Mon 22 July 2019.

The coaches can only take part in the coaching of ice training sessions during the above-mentioned independent training periods.

Christmas and New Year

In season 2015–2016 the last game will be on 19 December 2015 at the latest.

In season 2016–2017 the last game will be on 21 December 2016 at the latest.

In season 2017–2018 the last game will be on 21 December 2017 at the latest.

In season 2018-2019 the last game will be on 21 December 2018 at the latest.

In season 2019-2020 the last game will be on 21 December 2019 at the latest.

There will be no training, travelling, or playing during the Christmas break from 22 December to 25 December. On Boxing Day (26 Dec), training and travelling can begin at 9:00 at the earliest.

The possible matches on New Year Eve, i.e. 31 December, can be organized, with the following restrictions:

31 Dec 2015 starting hour Thu 17:00

31 Dec 2016 starting hour Sat 14:00–16:00

31 Dec 2017 starting hour Sun 14:00–16:00

31 Dec 2018 starting hour Mon 14:00-16.00

31 Dec 2019 starting hour Tue 14:00-16.00

If there is a game on the day mentioned above, there will be no training, travelling or playing on 1 Jan and 2 Jan. If there is not a game on the day mentioned above, there will be no training, travelling or playing on 31 Dec and 1 Jan.

Holiday wages

The holiday wages are calculated in accordance with the Annual Holidays Act, unless the employer and the player have separately agreed on the holiday wages in the player contract.

Breakdown of wage payments

The player and the team can agree mutually, in a separate wage attachment, to divide the payment of wages between a period shorter than 12 months. If the employer and the player have agreed on other summer leaves (independent summer training) in addition to this agreement, the payment of the wages for that period will be transferred to take place between 1 August and 30 April as separately agreed between the employer and the player.

Exhibition games The employer shall not make a player play more than eight (8) exhibition games before the regular season. Possible CHL series games are regarded as exhibition games in this case.

Tournament games consisting of two periods at the maximum (40 minutes of effective playtime) are counted as half a game in this respect. All games longer than that are counted as entire games.

The employer can make the players who have not turned 24 by the end of the holiday credit year or have not played at least 150-games in the SM League play twelve (12) exhibition games at the maximum before the beginning of the regular season.

4 Health care The employer shall provide the players, at the employer's expense, with health care services to prevent and treat health problems caused by and directly related to playing. The employer shall cover the expenses of the medical examinations prescribed by the employer's physician.

The employer shall arrange, at the employer's expense, a physical examination for the player fulfilling the jointly approved criteria (separate instructions have been issued on the contents of the physical examination).

The employer shall also provide the players regular muscular treatment and, if necessary, a chance to receive physical treatment on doctor's orders.

The player must undergo a physical examination in which a physician appointed by the employer examines and verifies his state of health and ability to play, before the player contract is signed. The employer shall cover the expenses of the physical examination.

5 Campaigns and events

Campaigns of the employer and the SM League

The employer may use the players' photos (in the team uniform) and other identification data for marketing their own or their stakeholders' organizations, in any form of printed or electronic communication.

The SM League may use the players' photos (in the team uniform) and other identification data for promoting its own or its stakeholders' organizations, in any form of printed or electronic communication.

Campaigns of the Players' Association

The player may take part in the events and regular advertisement campaigns of the Players' Association subject to the following conditions:

- the event or campaign is not in conflict with the advertisement, sponsorship or cooperation agreements of the employer or the SM League, unless the conflict can be deemed minor.

- participating in the events and campaigns takes place in the player’s free time in such a manner that it does not disturb the player’s participating in his team’s games, training, or other events as determined by the employer.
- the event or campaign is acceptable from the point of view of sportsmanlike behaviour.

The player shall not take part in events or campaigns wearing the employer’s team uniform, unless the employer has specifically granted a written permission to do so in each individual case separately.

6 All Stars match

The SM League is entitled to organize an All Stars or respective match every year.

The League shall return 25% of the match proceeds to the Ice Hockey Players’ Association.

7 Agent activities

The parties develop and control the activities of the agents that work to promote the players’ interests especially on commission by the Agent Activities Assessment Board.

7.1 Player contract offer

Whilst making an offer to a player’s agent, the club must also inform the player of the offer by sms or email – “Club X has today (date) made an offer for a contract to your agent”.

8. Referee activities

The parties engage to jointly develop the SM League’s referee activities.

9 Collective Bargaining

The parties to this agreement will continue to analyse individual issues and perspectives that should be included in the collective bargaining agreement (TES agreement), also considering the effect of the agreement on the field of professional ice hockey/sports.

10 Education

The parties work in cooperation to develop measures to promote the players’ professional education during their ice hockey career and after it.

The SM League and its member corporations contribute, for their part, to the creation of education opportunities for the players and the combining of studies with the match and training program.

11 Dispute resolution

Negotiations

Disputes arising from the player contract shall be resolved primarily by negotiations between the employer and the player.

Unless the employer and the player can reach an agreement in case of dispute, they can submit the dispute to the SM League and the Players’ Association to be negotiated there.

Arbitration

Unless unanimity is reached by negotiations in a dispute concerning the player contract, the dispute is resolved in arbitration proceedings in accordance with the effective legislation on arbitration proceedings.

The arbitration proceedings include three members, one of whom is appointed by the employer and another by the player. The chairman of the arbitration proceedings is appointed jointly by the two members. Unless unanimity regarding the chairman is reached, the chairman is appointed by the Arbitration Institute of the Central Chamber of Commerce on request by one of the parties in the proceedings.

The employer and the player can also agree that the arbitration proceedings are carried out by one mediator or the Board of Legal Protection for Sports.

TERM OF AGREEMENT

This agreement will be effective for 3 + 2 years (seasons).

The agreement will be effective until 30 April 2018 and two years (seasons) at a time thereafter, unless written notice is given by one of the parties by 10 January 2018.

SIGNATURES

This agreement has been made in two copies containing the same wording, one for each party.

Helsinki, ____ of _____ 2015

FINNISH HOCKEY LEAGUE FINNISH ICE HOCKEY PLAYERS' ASSOCIATION

Signed 5 March 2015

The contract is valid until until 30 April 2020.

New contract negotiations will commence no later than 15.9.2019.

Insurance amounts was updated 24.5.2016 and 12.9.2017.

Section 3: Organization of holidays/Starting Collective training was updated 24.5.2016 and 17.1.2017.

Section 3: Organization of holidays/Christmas and New Year was updated 24.5.2016, 24.11.2016, 17.1.2017 and 26.1.2018.

Insurance amounts was updated 6.8.2019-