

The collective agreement
for salaried employees in
the ICT sector

29.6.2020 – 28.2.2022

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SIGNATURE PROTOCOL

REVISING THE COLLECTIVE AGREEMENT FOR SALARIED EMPLOYEES IN THE ICT SECTOR

Date 29 June 2020

Place Service Sector Employers PALTA, Eteläranta 10, Helsinki

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1 **Validity of the agreement**

The collective agreement will enter into force on 29 June 2020 and remains in force until 28 February 2022. After 28 February 2022, the agreement shall continue to be in force for one year at a time, unless it is terminated in writing at least two months before the end of the agreement period.

During negotiations on a new collective agreement, the provisions of this collective agreement shall remain in force until a new collective agreement has been concluded or the agreement negotiations have otherwise ended.

2 **Wage deal**

2.1 **Wage deal in 2020 and 2021**

Wage deal in 2020

The wages shall be increased on 1 September 2020 or from the beginning of the next salary payment period thereafter by 1.3 per cent.

Wage deal in 2021

The wages shall be increased on 1 April 2021 or from the beginning of the next salary payment period thereafter by 2.0 per cent. Of the increase, 1.5 per cent shall be distributed as general increase and 0.5 per cent as company-specific increase. The amount of the company-specific increase shall be calculated on the basis of the monthly salaries of salaried employees within the sphere of this agreement, paid in February 2021, including fringe benefits.

The purpose of the company-specific increase is to support the incentives for wage formulation and fair and equal wages, improve productivity, support the employer's wage policy and to correct potential wage biases. The professional competence and work performance of the salaried employees should be the guiding principle in the allocation of personal increases.

The implementation of the company-specific increase will be negotiated locally with the shop steward by 15 March 2021. If there is no agreement on the implementation of the company-specific increase, the employer decides on its use in accordance with the purpose referred to above.

The employer shall inform the shop steward of the total amount of the company-specific increase in euros, the number of employees who received the increase and the average amount of the increase by 31 May 2021. In addition to information about the company on the whole, the above-mentioned information is to be provided using the classification method typically used by the company. The above-mentioned information shall also be provided separately for men and women at company-level. The information shall be provided if the group under review includes a minimum of five salaried employees.

2.2 Local wage deal

The wage deal can be negotiated and agreed upon also locally without prejudice to point 2.1.

The wage deal shall be negotiated locally with the shop steward, taking into consideration the company's situation and circumstances. In good time before the negotiations, the employer shall provide the shop steward with necessary information on the economic situation of the company and its foreseen development. Information about the grounds of the proposal concerning the wage deal should also be provided, as appropriate, as the basis of the negotiations.

The objective of the local negotiations is to find a wage deal which reflects the circumstances and needs of each company. The wage deal should support the company's wage policy, incentives for wage formulation, fair and equal wages and improve productivity at the workplace.

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The information provided in the negotiations is confidential and can only be used in agreeing on the local wage deal.

The local wage settlement shall cover the manner of implementation of the wage revisions, their timing and size, as well as information about the wage deal to be provided to the shop steward. It cannot be agreed upon locally that no wages shall be increased. The agreement shall be concluded with the shop steward in written form.

The employer and employee organisations recommend that the employer submits a proposal concerning negotiating a local wage settlement well in advance. The employer and employee organisations recommend that sufficient time be reserved for negotiations.

If an agreement on a local wage deal cannot be reached, the wage adjustments shall be implemented in accordance with point 2.1.

2.3 Minimum wages

Minimum wages as of 1 September 2020

The minimum wages shall be increased on 1 September 2020 or from the beginning of the next salary payment period thereafter by 1.3 per cent.

ICT sector wage system, table

Minimum wage as of 1 September 2020, €						
PR	€	PKL I - II Including seniority allowances		Helsinki metropolitan area Including seniority allowances		
		3%	5%	€	3%	5%
1	1.450	1.494	1.523	1.550	1.597	1.628
2	1.746	1.798	1.833	1.867	1.923	1.960
3	1.892	1.949	1.987	2.023	2.084	2.124
4	2.051	2.113	2.154	2.193	2.259	2.303
5	2.290	2.359	2.405	2.447	2.520	2.569
6	2.605	2.683	2.735	2.784	2.868	2.923
7	2.843	2.928	2.985	3.037	3.128	3.189
8	3.173	3.268	3.332	3.388	3.490	3.557
9	3.570	3.677	3.749	3.813	3.927	4.004
10	4.033	4.154	4.235	4.306	4.435	4.521

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Information sector wage system, table

Basic salary as of 1 September 2020

PR	EUR/month
B00	1.720
C00	1.906
D00	2.111
E00	2.357
F00	2.663
G00	3.020
H00	3.423
I00	3.884
K00	4.404
L00	4.994

Minimum wages as of 1 April 2021

The minimum wages shall be increased on 1 April 2021 or from the beginning of the next salary payment period thereafter by 1.5 per cent.

ICT sector wage system, table

Minimum wage as of 1 April 2021, €						
PR	PKL I - II			Helsinki metropolitan area		
	€	Including seniority allowances		€	Including seniority allowances	
		3%	5%		3%	5%
1	1.472	1.516	1.546	1.573	1.620	1.652
2	1.772	1.825	1.861	1.895	1.952	1.990
3	1.920	1.978	2.016	2.053	2.115	2.156
4	2.082	2.144	2.186	2.226	2.293	2.337
5	2.324	2.394	2.440	2.484	2.559	2.608
6	2.644	2.723	2.776	2.826	2.911	2.967
7	2.886	2.973	3.030	3.083	3.175	3.237
8	3.221	3.318	3.382	3.439	3.542	3.611
9	3.624	3.733	3.805	3.870	3.986	4.064
10	4.093	4.216	4.298	4.371	4.502	4.590

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Information sector wage system, table

Basic salary as of 1 April 2021

PR	EUR/month
B00	1.746
C00	1.935
D00	2.143
E00	2.392
F00	2.703
G00	3.065
H00	3.474
I00	3.942
K00	4.470
L00	5.069

2.4 Supplements in euros

The supplements in euros shall be increased from 1 September 2020 or from the beginning of the next salary payment period thereafter by 1.3 per cent.

The supplements in euros shall be increased from 1 April 2021 or from the beginning of the next salary payment period thereafter by 2 per cent.

Compensation for managing shop steward and health and safety representative tasks

The compensation paid to the chief shop steward, other shop steward and health and safety representative shall be increased as of 1 September 2020 by 3.3 per cent.

3 Amendments to the collective agreement

5 § Regular working hours

Day work and two-shift work

1. In day and two-shift work, regular working hours are a maximum of 8 hours per day and 40 hours per week in workplaces and jobs where such hours have always been the norm. Otherwise, the working hours are a maximum of 7.5 hours per day and 37.5 hours per week.

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Period-based work

2. In period-based work, regular working hours are a maximum of 120 hours for each three-week period in workplaces and jobs where such hours have always been the norm. Otherwise, the regular working hours in period-based work are a maximum of 112.5 hours per three weeks. In period-based work, the regular working hours can be a maximum of 240 hours for each six-week period or 225 hours for each six-week period, subject to local agreement.

Local agreements on working hours

3. Local agreements on working hours can provide that the maximum for regular working hours per day is 12 hours. The working hours shall then be balanced over a maximum adjustment period of 52 weeks to comply with the salaried employee's regular working hours.

If an employee's employment contract is terminated during the adjustment period, the hours above or below regular working hours shall be added to or deducted from the final salary in accordance with the base pay.

Adjustment leave shall be taken at times determined by the employer one shift at a time, unless otherwise agreed locally regarding free time or monetary compensation. Adjustment leave is considered as time at work when determining the length of annual holidays.

4. Agreements for transferring to 40-hour weeks can be cancelled on two months' notice.

Local agreements can be made to change 40-hour weeks into 37.5-hour weeks, or, in intermittent work, to change 120-hour three-week periods into 112.5-hour three-week periods or 240-hour six-week periods into 225-hour periods, and vice versa.

Flexible working hours

5. If the company applies flexible working hours, the maximum flexible working time period added to or deducted from regular working hours is four hours, and the maximum accumulation can be +/- 40 hours. The reference period can be a maximum of 12 months. Local agreements can be made to approve exceptions to limits, maximum accumulation and length of the reference period of flexible working hours prescribed by the Working Hours Act and the collective agreement in the member companies of the signatory employers' association.

Leave arising from flexible working hours arrangements, as well as working hour reduction leave as specified below in § 20 below and locally agreed leave periods can be granted in series of several shifts when the company's situation allows it and if the employee so desires.

Work weeks and workdays

6. Work weeks begin on Mondays and workdays end and begin at midnight, unless otherwise agreed locally.

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Uninterrupted three-shift work

7. For each period of a maximum of one (calendar) year, the average regular working hours are 34.8 hours per week. A working hour balancing system shall be prepared in advance for a period over which weekly working hours can be balanced to that average.

In this work pattern, any work exceeding the working hours specified in the balancing system is compensated in the same way as overtime, as specified in the collective agreement. The rate for overtime is calculated by dividing the monthly salary by 148.

Leave received according to the working hour system is considered as time at work when determining annual holidays, although reduced by the number of regular days off received by day workers in each month.

For employees in uninterrupted three-shift work, the compensation for loss of income is a separate 5.2% monthly supplement, unless the company has a different system that includes this compensation.

The provisions of the collective agreement regarding uninterrupted three-shift work are applied as they are to salaried employees recruited for shift work, and to employees who have been in shift work continuously for at least one month. For employees doing shift work temporarily for less than one month, the provisions regarding working hours and other matters for day work shall apply.

This agreement is not applicable if it worsens the terms of existing employment relationships or local agreements.

Exceptions to provisions regarding uninterrupted three-shift work can be made by local agreement with the shop steward.

8. In office work, working hours begin when the employee arrives at the beginning of the shift at the workstation, and end when the employee leaves at the end of the shift.

Flexiwork

9. The employer shall review the general principles of the use of flexiwork at the workplace together with the shop steward, if flexiwork is adopted by the company/the company uses flexiwork. The flexiwork adjustment period is a maximum of 26 weeks. The employer shall provide the shop steward with information about the number of flexiwork agreements once a year by request. A different adjustment period may be agreed upon locally.

Maximum working hours

10. The adjustment period of the maximum working time pursuant to section 18 of the Working Hours Act is 12 months, unless otherwise agreed upon locally.

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Derogation from the working time provisions

11. In order to improve productivity, efficiency or quality or to develop professional expertise, the employer may, in addition to regular working hours, assign to each salaried employee a maximum of 12 hours per calendar year of activities aiming at the development of professional expertise necessary for the performance of work at the workplace or a place designated by the employer.

Instead of the above-mentioned activity aiming to develop expertise, the employer and shop steward may locally agree to increase the regular working hours of salaried employees by a maximum of 16 hours per calendar year. These hours can be used for, inter alia, work and developing and increasing productivity, efficiency, quality and professional expertise and for personnel events, well-being at work and activities supporting work capacity.

The hours spent for the above-mentioned purposes are regular working hours by nature that to be done in addition to the regular working time agreed upon in the collective agreement and employment contracts and notwithstanding the collective agreement and employment contracts. For this time, simple hourly wages shall be paid, and these hours can be implemented in parts or as full days.

The timing of the hours used for the above-mentioned purposes shall be reported well in advance, and not later than three days in advance, also taking into consideration the salaried employee's personal needs, where possible. Full days can also be used for developing competence, but not midweek holidays, Saturdays of weeks with midweek holidays, or Sundays. The time spent on developing competence cannot take place in June or July. If a Saturday is used for competence development, the duration of the day shall be a minimum of six hours, unless otherwise agreed upon with the salaried employee. If such time is scheduled to a Saturday, the employee shall be informed of this a minimum of two weeks in advance.

Guideline for application

Simple hourly rate is calculated by dividing the monthly salary (monetary remuneration) by 158 if the regular working hours are 37.5 hours per week and by 160 if the regular working hours are 40 hours per week.

The development of competence is based on the company's personnel and training plan, if the company has one. The needs for competence development and its nature shall be discussed with the salaried employee. The discussion can be part of the company's regular discussions.

Deviations from the provisions of this section can be agreed upon locally.

12. The company may have a working time bank in use, or a working time bank referred to in the Working Hours Act (872/2019), for example, may be adopted.

On account of a business-related need, the employer may, on a minimum of three days' notice, order the employee notwithstanding the employment contract and collective agreement to work two hours of extra daily regular working hours to the working time bank in addition to the normal working hours on a normal business day; a maximum of eight hours of such work can be required per calendar month. The salaried employee may, on a case-by-case basis, refuse a change in working hours pursuant to this provision due to an appropriate and weighty personal reason. The hours stored in the bank shall be given as time off at a time agreed upon by the employer and salaried employee, or if no agreement can be reached, at a time determined by the employer.

Guideline for application

The monthly salary of a salaried employee receiving a monthly salary shall remain unchanged both when doing the hours and taking them as time off. An hourly paid salaried employee shall not be paid hourly wage for these hours; the wage shall be paid at the time of the leave.

Section 11, Weekly free time and free time compensation of the collective agreement shall be amended as follows:

11 § Weekly free time and weekly free time compensation

1. The Working Hours Act applies to weekly free time.
2. ---
3. ---
4. The weekly rest is considered to also take place when the weekly rest is divided into two seven-day periods, provided that the majority of the weekly rest is allocated to the seven-day period whose weekly rest is concerned.
5. Deviations from the above-mentioned provisions may be agreed upon locally only in the member companies of signatory employers' associations.

Subsection 9 of Section 13 of the collective agreement shall be amended as follows:

9. The calculation period for the maximum amount of overtime can be a calendar year until 31 December 2020.

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Subsection 11 of Section 18 of the collective agreement shall be amended as follows:

11. Deviations from the provisions of this subsection can be locally agreed upon by way of travel rules.

A new Section 31 shall be added to the collective agreement as follows:

31 § Principle of continuous negotiation

The parties to this agreement may review the functioning of the agreement during the agreement period, including the provisions on working hours, in accordance with the principle of continuous negotiation, and may make jointly agreed amendments to it in order to enhance the functioning of the agreement.

Item 2 of the ICT sector wage system for salaried employees shall be amended as follows:

2

Experience

The effect of experience on the minimum wage depends on how long the salaried employee has been a salaried employee of the current employer:

- the salary group-specific minimum wage shall be increased by three per cent after three years of experience
- the salary group-specific minimum wage shall be increased by five per cent after five years of experience.

If a temporary agency employee is recruited directly by the user company to the same position in which they served immediately before being employed by the company in question, the time worked in the same position without interruptions for the company in question shall be included in calculating the years of experience used in determining the minimum wage.

Guideline for application

This provision shall only apply to salaried employees whose employment contract is concluded after 31 December 2020.

An adjustment of minimum wages on account of years of experience and any resulting wage increase shall be implemented at the latest one month after the years of experience are fulfilled.

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Chapter II, section 15, Information provided to the chief shop steward, of the General Agreement shall be amended as follows:

15. Information provided to the chief shop steward

In disputes concerning the duties of the chief shop steward or shop steward in accordance with this agreement, the chief shop steward or shop steward shall be provided with all the necessary information for processing the matter in dispute.

The chief shop steward and shop steward have the right to receive a list of the surnames and first names, employment contract start dates and departments or other units of the employees within the scope of their authority. The chief shop steward and shop steward shall also be provided with information on new employees, on request. The chief shop steward is provided with a report on the number of the company's employees with fixed-term employment contracts on request a maximum of three times per year.

The chief shop steward is provided with the average monthly salary data of the employees in the scope of their authority, collated by salary group and gender. The information is provided based on September's salaries. The chief shop steward may not receive average monthly salary data on groups of fewer than five people.

The chief shop steward and shop steward shall maintain all the information received within the scope of their duties as confidential.

The chief shop steward shall be provided by data on the number of salaried employees whose overtime exceeds 200 hours at the annual level on request once a year.

Section 2 of the Dismissal Protection Agreement shall be amended as follows:

2 § Notice periods

Unless a longer notice period has been agreed upon, the employer shall observe the following notice periods when terminating contracts:

1. 14 days' notice, if the employment has lasted for a year or less,
2. one month's notice, if the employment has lasted over a year but no more than four years,
3. two months' notice, if the employment has lasted more than four years but no more than eight,
4. four months' notice, if the employment has lasted more than eight years but no more than 12, and
5. six months' notice, if the employment has lasted more than 12 years.

Unless a longer notice period has been agreed upon, salaried employees shall observe a fourteen-day notice period, unless they have been in continuous employment with the employer for more than five years, in which case the notice period is one month.

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The first paragraph of section 10 of the Dismissal Protection Agreement shall be omitted and the remaining paragraph shall be amended as follows:

10 § Re-employment of dismissed employees

The employer may be exempted from the obligation to re-employ dismissed employees referred to in chapter 6, section 6 of the Employment Contracts Act by means of an agreement between the employer and the employee. Such an agreement can be made at the time of the dismissal or termination of the employment contract and shall take into account any measures taken by the employer to enhance the employee's employability elsewhere. The introduction of agreements regarding re-employment shall be agreed on locally between the employer and the chief shop steward.

Section 15 Operating model for re-employment and change protection shall be omitted

A new section 15 Calculating the negotiation period pursuant to the Act on Co-operation within Undertakings shall be added

When the employer considers laying off one or more salaried employees for a maximum of 90 days, the negotiation period in accordance with section 51 of the Act on Co-Operation within Undertakings shall be considered to start on the day on which the written proposal for negotiations in accordance with section 45 of said Act is issued. The Act on Co-operation within Undertakings is not part of the collective agreement.

4 Working groups and other joint projects

4.1 The capacity building for local bargaining

The parties to the agreement shall continue the cooperation to enhance the functioning of local bargaining and capacity building for local bargaining during the agreement period. The joint aim of the parties is to support with the help of local bargaining the competitiveness, productivity and operational flexibility of ICT companies in the transformation of work and the well-being of employees. Local bargaining aims to find the best possible company-specific solutions.

The parties to the agreement emphasise that the functioning of local bargaining is promoted, inter alia, by the local negotiation partners'

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- open dialogue
- mutual trust
- good preparation and readiness to justify their own proposals
- surveying alternative ways forward
- constructive attitude to negotiations and good negotiation skills
- understanding the company's business.

Local bargaining is a tool for developing the company's operations. The company should define the objectives pursued through local bargaining and monitor the functioning of the bargaining.

The parties to the agreement shall monitor the progress of the development/implementation of local bargaining practices. The parties shall organise training in relation to local bargaining and provide guidelines and share good practices from other collective agreement branches to the companies in the ICT industry.

4.2 The working group on the future of work in the ICT sector

The parties to this agreement shall establish a working group to continue the dialogue on the future outlook of work in the ICT sector started during the previous agreement periods. The parties also encourage companies to continue workplace-level dialogue to develop productivity and competitiveness, as well as the well-being and competence of personnel.

The following themes, among others, shall be reviewed during the agreement period:

- flexible ways of working (eg. remote work) and organisation of work, developing management practices (including distance management, self-managing teams, self-management, possibilities of influencing the distribution of workload and coping at work) and supervisory and work community skills
- reconciliation of work, family life and other private life
- operation methods and corporate culture that support continuous learning: identifying future competence needs, ability to develop and distribute one's own competence and new learning practices (including on-the-job learning, independent development of competence and joint learning);
- impacts of digitalization, robotics and artificial intelligence on the work of salaried employees: changes in the content of work and related requirements for competence

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4.3 Working group on wage systems

The parties to this agreement shall look into the functioning of the current wage systems and needs for developing wage systems. Joint wage system training shall be organised during the agreement period. External wage system experts can also be used in the training.

4.4 Change security working group

The working group shall monitor the work on the reform of change security during the agreement period and may propose required measures, if necessary.

4.5 Trading long-service bonus for time off

The parties to this agreement shall investigate the possibility of piloting trading long-service bonuses for time off during the agreement period. The working group shall investigate the following matters, among others:

- procedures in agreeing on the time off
- trading ratio (e.g. how the bonus or part thereof shall be traded for time off)
- timing and granting of the time off
- impacts of the termination of employment
- changes in the employment relationship.

4.6 Working hours working group

The parties shall review the impacts of the Working Hours Act that entered into force on 1 January 2020 on the working time models used in the ICT sector (e.g., flexible hours, /period-based work, flexiwork, maximum number of working hours and weekly rest) and may agree on the required amendments during the agreement period. The working group shall consider issues relating to coping at work and burden of work. The working group shall also monitor the functioning of the chief shop steward's right of access to information.

5 Other issues

Inappropriate treatment and harassment

The parties shall organise training on inappropriate treatment and harassment during 2020.

As the basis of the training, the parties shall prepare joint guidelines on inappropriate treatment and harassment to support the workplaces during the agreement period. The parties recommend that companies which do not have associated operating principles make use of the unions' joint guidelines.

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Equality

The parties highlight the promotion of equality and equal opportunities at the workplace and emphasise the importance of equality planning. The parties shall give guidance to the companies on amendments to equality legislation with regard to equality planning and pay surveys.

In companies employing at least 30 employees the employer shall draft together with the employee representatives an equality plan and implement the pay survey related to it. The plan shall be updated according to legislation, if not otherwise decided at local level.

Collective agreement applicable in temporary agency work

The collective agreement for the ICT sector shall be applied in temporary agency work. A reference to the agreement to be applied shall be included in the contract on agency work.

Scope of application of the collective agreement

The parties to this agreement state that during the agreement period they defer from measures aiming at interfering with the scope of application of this agreement.

Meal allowance relating to trade union training

The meal allowance referred to in section 3 (Trade Union Training) of title III of the General Agreement shall be [25 euros in 2018]. The amount of the meal allowance for the next calendar year shall be established by the end of September of the previous calendar year by revising the amount of the previous meal allowance with the change of the life cost index from July preceding the revision year to the July of the revision year.

Compensation of travel expenses

In 2021 and 2022, the amounts of travel expense compensation in euros shall be adjusted in accordance with the decision of the tax authorities as applicable at the relevant time.

Survival clause

If the company is encountering exceptional economic difficulties which might lead to the need to diminish the workforce the employer and the chief shop steward can agree locally to deviate from the provisions of the collective agreement on the basis of the change of circumstances. Before the negotiations, the employer shall provide the chief shop steward with a report on the actual economic situation and the measures which the company has taken to remedy the economic situation.

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This agreement cannot be used to pay the employee less than the demand-based salary element/basic salary and individual salary element. The agreement shall be made for a maximum period of one year and it can be renewed, if necessary, in case the circumstances relating to its introduction are still valid.

The Protocol on lengthening working time according to the Competitiveness Pact shall be omitted.

Companies that have used lengthened working hours pursuant to the Competitiveness Pact in 2020 may lengthen the working hours in accordance with section 5, points 11 and 12 by a maximum of one-half of the numbers of hours pursuant to points 11 and 12 following the entry into force of this agreement.

If the lengthened working hours have been incorporated into the working time arrangements and amending them requires a transition period, the hours pursuant to points 11 and 12 shall be proportioned to the number of remaining months in 2020.

Deviations from the points above may be agreed upon locally.

Helsinki, 29 June 2020

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SERVICE SECTOR EMPLOYERS PALTA
TRADE UNION PRO

COLLECTIVE AGREEMENT FOR SALARIED EMPLOYEES IN THE ICT SECTOR

GENERAL PROVISIONS

1 § Scope of the collective agreement

The provisions of this collective agreement apply to all salaried employees employed by the member companies of Service Sector Employers PALTA in the ICT sector (i.e. in the information, telecommunication and IT sectors, and at call and contact centres), as well as in the television and radio sector in telecommunications duties related to network operation and maintenance and broadcasting operations, with the exception of Yleisradio Oy, Digita Oy, and MTV Oy. The provisions of the agreement also apply to the salaried employees of member companies which build or maintain services and infrastructure in these or other similar sectors, or which carry out other similar operations.

2 § Validity of agreement

This agreement is valid between 29 June 2020 and 28 February 2022, after which it shall remain valid for one year at a time unless terminated in writing at the latest two months before its expiration.

The provisions of this collective agreement shall apply during negotiations for a new agreement, until the moment a new agreement is concluded or when negotiations otherwise come to an end.

3 § Beginning and termination of the employment relation and changes to terms of employment

1. The employer has the right to recruit employees and terminate their employment relationship in accordance with labour legislation, and to decide on the employees' management. Employment contracts shall be made in writing before work begins.
2. The terms of employment can be changed by mutual agreement. The employer can implement changes without mutual agreement if there are grounds for dismissal. In that case, set notice periods apply.

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The salaried employee can be transferred to other jobs while maintaining his or her status as a salaried employee. If the transfer would entail a lower salary or diminish the employee's benefits, the employer shall have grounds for dismissal and follow set notice periods.

3. The provisions of the Employment Contracts Act and of the Dismissal Protection Agreement appended to this agreement shall be followed in all dismissal and lay-off procedures.
4. In recruiting employees, the employer shall inform new employees of the names and contact details of the shop steward and the health and safety representative, and of any other relevant matters related to the employment relation.
5. The employer shall ensure, in accordance with the Employment Contracts Act, that employees are able to complete their duties even when the company's operations, work tasks or work processes are changed or developed. The employer shall strive to promote the employees' opportunities for developing their abilities in order to progress in their career.
6. An employment contract may be temporary only on justifiable grounds based on the Employment Contracts Act. The justifiable grounds for temporary employment shall be stated either in the written employment contract or in a notice as specified in Section 2:4 of the Employment Contracts Act.

4 § Salary

1. The applicable wage system is the ICT sector's wage system. Companies that were previously covered by the collective agreement for the information sector can still use the old wage system. If the company uses or has made local agreements regarding another wage system or a wage system based on a different competence classification, the wage system used has to be at least on a similar level with the above-mentioned wage system.

Calculation of hourly rates

2. When calculating working time compensation and other compensation, the sum of the monthly salary (monetary remuneration plus any benefits in kind, commissions, production-related bonuses and substitution compensation) is divided by 158 if the regular working hours are 37.5 hours per week, and by 160 if they are 40 hours per week. If the regular working hours differ from these, the divisor should be the average number of hours spent on regular work per month.

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Part-time pay

3. Part-time pay for unpaid leave periods or incomplete months is calculated in proportion to the regular monthly working hours. In calculating part-time pay, the hourly or daily rate is determined by dividing the monthly salary by the number of regular working hours or workdays in the month in question. Absences may also be made up for with an equivalent number of working hours. The term “monthly salary” includes monetary remuneration as well as any benefits in kind (at their taxable value), commissions, production-related bonuses and substitution compensation.

| Monthly and weekly working hours

2020	workdays	working hours 37,5 h/week	working hours 40 h/week
January	21	157,5	168
February	20	150	160
March	22	165	176
April	20	150	160
May	19	142,5	152
June	21	157,5	168
July	23	172,5	184
August	21	157,5	168
September	22	165	176
October	22	165	176
November	21	157,5	168
December	21	157,5	168
2021	workdays	working hours 37,5 h/week	working hours 40 h/week
January	19	142,5	152
February	20	150	160
March	23	172,5	184
April	20	150	160
May	20	150	160
June	21	157,5	168
July	22	165	176
August	22	165	176
September	22	165	176
October	21	157,5	168
November	22	165	176
December	21	157,5	168

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2022	workdays	working hours 37,5 h/week	working hours 40 h/week
	20		
January	20	150	160
February	23	150	160
March	19	172,50	184
April	21	142,50	152
May	21	157,5	168
June	21	157,5	168
July	23	157,5	168
August	22	172,50	184
September	21	165	176
October	22	157,5	168
November	20	165	176
December		150	160

This table applies only to jobs that are not performed in uninterrupted three-shift work, intermittent or comparable work, and where one of the days off is a Saturday.

Young employees, trainees and apprentices

4. The salary provisions of this agreement do not apply to young employees (aged 15 to 17), to trainees or to those who have been taken on directly for an apprenticeship. Trainees refer to students studying at an institution and acquiring practical work experience required for their degrees in an employment relationship.

Agreements can be made with elementary and upper secondary school students according to the "Tutustu työelämään ja tienaa" model.

Employees who have been laid off and who are within the employer's re-employment obligation or the provisions of the collective agreement regarding the order of selection for workforce reduction, do not limit the company's right to recruit trainees or employees aged under 18 years of age.

Merit-based pay and profit-sharing

5. The employer may supplement the remuneration set in the collective agreement with merit-based pay, which is usually based on operational targets such as profitability or developmental objectives, and with profit-sharing schemes based mainly or wholly on financial results such as revenue, operating profit or operating income.

The adoption, modification and termination of merit-based pay and profit-sharing schemes shall be discussed in the cooperation procedure. The guidelines of the Finnish Centre for Pensions currently in force shall be applied to monetary profit-sharing and profit distribution.

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Merit-based pay and profit-sharing bonuses are not taken into account when calculating an employee's holiday pay, holiday compensation, overtime, time-based pay or any other salaries, supplements or compensation determined in the collective agreement. The pay rise provisions of the collective agreement do not apply to merit-based pay and profit-sharing bonuses.

Commissions

6. If it is agreed in the employment contract of an employee that pay shall consist entirely or partly of commissions, the amount and calculation of the pay, as well as all the other terms of employment related eg. to sickness, annual holiday and working hours shall be determined in advance in as much detail as possible. Similarly, sales targets and expenses and compensation related to the work shall be discussed and agreed in advance. Before the above-mentioned remuneration system is introduced, the principles to be applied shall be discussed with the shop steward.

In calculating sick leave pay and overtime increases, the basis is the salary plus the average proportion of commissions from the previous six months, unless otherwise agreed locally.

The competence classification of employees paid on commission should be determined according to the wage system. The length of the period for determining whether the minimum wage for the competence class in question has been reached is one month, unless otherwise agreed with the shop steward.

The pay rises referred to in this agreement are implemented according to the pay rise for the competence class above that of the employee's competence class determined on the basis of the base pay, unless the commission system is such that pay rises are implemented in another way, and unless the individual's pay is higher, in which case the pay rise is implemented as a general increase based on this.

Part-time hourly paid employees

7. It is appropriate to determine hourly rates for part-time employees when the number of working hours varies unpredictably each month in their employment relation. In these cases, the pay should be based on the salary classification determined by the wage system. The hourly rate is achieved by dividing the monthly salary by 158.

Sick leave pay is paid according to the average earnings over the preceding six months.

Part-time hourly paid employees are paid midweek holiday pay in proportion to the hours actually worked. The calculation should be done on the basis of the average weekly working hours over eg. the preceding six months.

If the company needs employees for work that part-time employees could do, their willingness to increase their working hours should be investigated in accordance with the Employment Contracts Act.

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The shift of a part-time employee on hourly pay shall be at least four continuous hours in a day unless otherwise agreed with the employee. The parties to this agreement also recommend that weekly hours of less than 18 hours not be used in workplaces unless the salaried employee's needs or other justifiable grounds so require.

Separate supplements

Tunnel supplements

8. Employees working in underground rock shelters or equipment shelters for at least six hours a day on 12 days in a calendar month shall receive an additional 109,20 € per month from 1 September 2020 and 111,38 € per month from 1 April 2021 onward, or, alternatively, one day of paid leave. The form of compensation shall be chosen for one year at a time.

Mast work

9. For work done on masts, employees receive a separate supplement equivalent to the basic hourly rate if the height of the mast exceeds 35 m, or 1.5-times hourly pay if the height of the mast exceeds 90 m. The supplement is always paid for a minimum of one hour.

Exceptional difficulty and inconvenience

10. For working conditions entailing exceptional difficulty or inconvenience, salaried employees shall receive a separate supplement based on the inconvenience, equivalent to 25 % of their hourly pay.

Such work includes for example installation work carried out on roofs of buildings of at least two stories, on outer walls at similar heights, in rock shelter shafts at similar heights, or assisting below employees working on a mast.

Language supplement

11. Unless otherwise agreed, employees working in customer services receive a language supplement if the employer requires that the employee regularly use one or more foreign languages orally or in writing, or if the employees are otherwise required to do so in their work. Language supplements are not paid for use of Finnish or Swedish. The employer may require employees to prove their competence in the chosen languages in a way deemed appropriate. The supplement is 18,27 € per month from 1 September 2020 and 18,64 € per month from 1 April 2021 onward.

Long-service bonus

12. The salaried employees who have been in continuous employment relationship for 12 years shall receive an additional bonus of 102,65 € per month from 1 September 2020 and of 104,70 € per month from 1 April 2021 onward.

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5 § Regular working hours

Day work and two-shift work

1. In day and two-shift work, regular working hours are a maximum of 8 hours per day and 40 hours per week in workplaces and jobs where such hours have always been the norm. Otherwise, the working hours are a maximum of 7.5 hours per day and 37.5 hours per week.

Period-based work

2. In period-based work, regular working hours are a maximum of 120 hours for each three-week period in workplaces and jobs where such hours have always been the norm. Otherwise, the regular working hours in period-based work are a maximum of 112.5 hours per three weeks. In period-based work, the regular working hours can be a maximum of 240 hours for each six-week period or 225 hours for each six-week period, subject to local agreement.

Local agreements on working hours

3. Local agreements on working hours can provide that the maximum for regular working hours per day is 12 hours. The working hours shall then be balanced over a maximum balancing period of 52 weeks to ensure that an employee's working hours do not exceed this maximum.

If an employee's employment contract is terminated during the balancing period, the hours above or below regular working hours shall be added to or deducted from the final salary in accordance with the base pay.

Balancing leave shall be taken at times determined by the employer as one shift at a time, unless otherwise agreed locally regarding free time or monetary compensation. Balancing leave is considered as time at work when determining the length of annual holidays.

4. Agreements for transferring to 40-hour weeks can be cancelled on two months' notice.

Local agreements can be made to change 40-hour weeks into 37.5-hour weeks, or, in intermittent work, to change 120-hour three-week periods into 112.5-hour three-week periods or 240-hour six-week periods into 225-hour periods, and vice versa.

Flexible working hours

5. If the company applies flexible working hours, the maximum flexible working time period added to or deducted from regular working hours is four hours, and the maximum accumulation can be +/- 40 hours. The reference period can be a maximum of 12 months. Local agreements can be made to approve exceptions to limits, maximum accumulation and length of the reference period of flexible working hours prescribed by the Working Hours Act and the collective agreement in the member companies of the signatory employers' association.

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Leave arising from flexitime arrangements, as well as working hour reduction leave as specified below in § 20 and locally agreed leave periods can be granted in series of several shifts when the company's situation allows it and if the employee so desires.

Work weeks and workdays

6. Work weeks begin on Mondays and workdays end and begin at midnight, unless otherwise agreed locally.

Uninterrupted three-shift work

7. For each period of one (calendar) year, the average regular working hours are 34.8 hours per week. A working hour balancing system shall be prepared in advance for a period over which weekly working hours can be balanced to that average.

In this work pattern, any work exceeding the working hours specified in the balancing system is compensated in the same way as overtime, as specified in this collective agreement. The rate for overtime is calculated by dividing the monthly salary by 148.

Leave received according to the working hour system is considered as time at work when determining annual holidays, although reduced by the number of regular days off received by day workers in each month.

For employees in uninterrupted three-shift work, the compensation for loss of income is a separate 5.2% monthly supplement, unless the company has a different system that includes this compensation.

The provisions of the collective agreement regarding uninterrupted three-shift work are applied as they are to salaried employees recruited for shift work, and to employees who have been in shift work continuously for at least one month. For employees doing shift work temporarily for less than one month, the provisions regarding working hours and other matters for day work shall apply.

This agreement is not applicable if it worsens the terms of existing employment relations or local agreements.

Exceptions to provisions regarding uninterrupted three-shift work can be made by local agreement with the shop steward.

8. In office work, working hours begin when the employee arrives at the beginning of the shift at the workstation, and end when the employee leaves at the end of the shift.

Flexiwork

9. The employer shall review the general principles of the use of flexiwork at the workplace together with the shop steward, if flexiwork is adopted by the company/the company uses flexiwork. The flexiwork adjustment period is a maximum of 26 weeks. The employer shall provide the shop steward with information about the number of flexiwork agreements once a year by request. A different adjustment period may be agreed upon locally.

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Maximum working hours

10. The adjustment period of the maximum working time pursuant to section 18 of the Working Hours Act is 12 months, unless otherwise agreed upon locally.

Derogation from the working time provisions

11. In order to improve productivity, efficiency or quality or to develop professional expertise, the employer may, in addition to regular working hours, assign to each salaried employee a maximum of 12 hours per calendar year of activities aiming at the development of professional expertise necessary for the performance of work at the workplace or a place designated by the employer.

Instead of the above-mentioned activity aiming to develop expertise, the employer and shop steward may locally agree to increase the regular working hours of salaried employees by a maximum of 16 hours per calendar year. These hours can be used for, inter alia, work and developing and increasing productivity, efficiency, quality and professional expertise and for personnel events, well-being at work and activities supporting work capacity.

The hours spent for the above-mentioned purposes are regular working hours by nature that to be done in addition to the regular working time agreed upon in the collective agreement and employment contracts and notwithstanding the collective agreement and employment contracts. For this time, simple hourly wages shall be paid, and these hours can be implemented in parts or as full days.

The timing of the hours used for the above-mentioned purposes shall be reported well in advance, and not later than three days in advance, also taking into consideration the salaried employee's personal needs, where possible. Full days can also be used for developing competence, but not midweek holidays, Saturdays of weeks with midweek holidays, or Sundays. The time spent on developing competence cannot take place in June or July. If a Saturday is used for competence development, the duration of the day shall be a minimum of six hours, unless otherwise agreed upon with the salaried employee. If such time is scheduled to a Saturday, the employee shall be informed of this a minimum of two weeks in advance.

Guideline for application

Simple hourly rate is calculated by dividing the monthly salary (monetary remuneration) by 158 if the regular working hours are 37.5 hours per week and by 160 if the regular working hours are 40 hours per week.

The development of competence is based on the company's personnel and training plan, if the company has one. The needs for competence development and its nature shall be discussed with the salaried employee. The discussion can be part of the company's regular discussions.

Deviations from the provisions of this section can be agreed upon locally.

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12. The company may have a working time bank in use, or a working time bank referred to in the Working Hours Act (872/2019), for example, may be adopted.

On account of a business-related need, the employer may, on a minimum of three days' notice, order the employee notwithstanding the employment contract and collective agreement to work two hours of extra daily regular working hours to the working time bank in addition to the normal working hours on a normal business day; a maximum of eight hours of such work can be required per calendar month. The salaried employee may, on a case-by-case basis, refuse a change in working hours pursuant to this provision due to an appropriate and weighty personal reason. The hours stored in the bank shall be given as time off at a time agreed upon by the employer and salaried employee, or if no agreement can be reached, at a time determined by the employer.

Guideline for application

The monthly salary of a salaried employee receiving a monthly salary shall remain unchanged both when doing the hours and taking them as time off. An hourly paid salaried employee shall not be paid hourly wage for these hours; the wage shall be paid at the time of the leave.

6 § Weekly days off

All employees are granted two days off per week, and these are as a rule Saturday and Sunday. If the company's operations continue through the weekend, days off shall be granted so that there are on average two days off per week.

7 § Working hours with midweek holidays

National holidays that fall on workdays, as well as Midsummer's Eve and Christmas Eve, shorten regular work weeks in proportion to their duration.

If an employee shall work on one of these holidays, the lost holiday shall be compensated for with a holiday during regular working hours or by monetary compensation comparable to additional work or overtime. This does not apply to uninterrupted three-shift work.

| Workday lengths of certain weeks with midweek holidays in 2020-2022

Year 2020

Week 1.	New Year's Day week	2 pv
Week 2	Epiphany week	4 pv
Week 15	Week before Easter	4 pv
Week 16	Week after Easter	4 pv
Week 18	May Day week	4 pv
Week 21	Ascension Day week	4 pv
Week 25	Midsummer week	4 pv
Week 52	Christmas week	3 pv
Week 53	Week after Christmas	4 pv

Year 2021

Week 1	Epiphany week	4 pv
Week 13	Week before Easter	4 pv
Week 14	Week after Easter	4 pv
Week 19	Ascension Day week	4 pv
Week 25	Midsummer week	4 pv
Week 49	Independence Day week	4 pv
Week 51	Christmas week	4 pv
Week 52	Week after Christmas	5 pv

Year 2022

Week 1	Epiphany week	4 pv
Week 15	Week before Easter	4 pv
Week 16	Week after Easter	4 pv
Week 21	Ascension Day week	4 pv
Week 25	Midsummer week	4 pv
Week 49	Independence Day week	4 pv
Week 52	Week after Christmas	4 pv

In intermittent work, the length of working hours is determined according to similar principles as those above.

8 § Schedule of work shifts

1. Each workplace shall have a schedule of work shifts indicating the start and end times of shifts, weekly days off and the duration and time of daily breaks (meal break). The schedule shall be prepared in advance for as long a period as possible.

Any employees affected as well as the shop steward shall be notified of any permanent changes to the schedule at the latest two weeks before the change comes into effect. If the change applies to more than one employee, it shall be negotiated with the shop steward in advance.

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Any employees affected shall be notified of temporary changes to the schedule at the latest three days before the change comes into effect. If the change applies to a whole department or similar operational entity, the shop steward shall also be notified.

Local agreements can be made regarding the notification periods given above.

9 § Daily breaks

If the regular workday is longer than six hours, the daily meal break shall be at least thirty minutes, or the employee shall be allowed a chance to have a meal during working hours. If the regular workday exceeds ten hours, the employee has the right to have a break of a maximum of thirty minutes after eight hours of work, if desired. Refreshment breaks are included in the working hours.

10 § Daily rest periods

Daily rest periods are determined in accordance with the Working Hours Act. Exceptions to these rest periods can be made by local agreement in the member companies of the signatory employers' association.

11 § Weekly free time and weekly free time compensation

1. The Working Hours Act applies to weekly free time.
2. If salaried employees are temporarily required to work during their weekly free time, the time spent working during free time shall be compensated for by reducing the regular working hours by an equivalent amount within the next three calendar months, unless otherwise agreed. By mutual agreement with the employee, weekly free time compensation can also be provided in the form of a supplement equivalent to the basic hourly rate for the time spent working during free time, in addition to any additional work, overtime or Sunday work compensation that may apply.
3. If the salaried employee has not received the statutory continuous weekly free time, the weekly day off shall be considered to be Sunday for day work and discontinuous shift work, or the last free day of the week in accordance with the schedule of work shifts for other kinds of work, unless otherwise agreed.
4. The weekly rest is considered to also take place when the weekly rest is divided into two seven-day periods, provided that the majority of the weekly rest is allocated to the seven-day period whose weekly rest is concerned.
5. Deviations from the above-mentioned provisions may be agreed upon locally only in the member companies of signatory employers' associations.

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12 § Additional work

Additional work refers to work which the employee agrees to do outside of regular working hours, but which does not count as overtime.

Additional work is paid at the base pay rate. However, employee whose regular working hours are 7.5 hours per day and 37.5 hours per week shall receive compensation for any work exceeding the daily and weekly regular working hours, in the same way as for daily or weekly overtime. By mutual agreement, the compensation can also be given as leave.

13 § Overtime

1. The supplement for daily overtime is the base pay increased by 50 % for the first two hours and by 100 % for the hours after that. The supplement for weekly overtime is the base pay increased by 50 % for the first eight hours and by 100 % for the hours after that.
2. The supplement for daily overtime undertaken on Saturdays and the eves of holidays and public holidays is the base pay increased by 100 %.
3. The supplement for work done in excess of regular working hours on Easter Saturday, Christmas Eve and Midsummer's Eve is the base pay increased by 100 %.

In addition to any applicable additional work and overtime compensation, there is a supplement of the base pay increased by 100 % for work done on Christmas Eve and Midsummer's Eve.

4. If a salaried employee's work continues after the change in workday (over midnight), the previous workday's work is considered to have continued until the beginning of the employee's next regular shift when calculating additional work and overtime compensation. Those hours are then not considered as a part of the second day's working hours.
5. If a salaried employee has been unable to complete regular weekly working hours for a reason for which the employer is still by law or by this collective agreement liable to pay the employee's salary, and the employee is required to come in to work on a day which according to the schedule of work shifts should be a day off, the time for which the employer had to pay the employee's salary is considered as time at work.
6. In intermittent work, any work exceeding the working hours in the balancing system is compensated as additional work or overtime, in accordance with the Working Hours Act. The calculation period can be a calendar week, unless otherwise decided by the company.
7. If daily overtime is caused by starting or finishing work tasks, it shall be compensated monetarily or through additional leave when examining the other aspects of the work.

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8. The time spent by employees travelling to and from daily overtime work is included in the overtime calculation.
9. The calculation period for the maximum amount of overtime can be a calendar year until 31 December 2020.

13 a § Major holiday compensation

The salaried employees receive major holiday compensation for work done on Easter Sunday, Easter Monday, Christmas Day, Boxing Day and Midsummer's Day, consisting of a supplement of 200 % of the base pay rate, which shall be added to the employees' monthly pay. This already contains any applicable overtime and Sunday work compensation and percentage supplements given for alarm-based work.

14 § Sunday work

Work done on Sundays or other religious holidays or on Independence Day or May Day is compensated as Sunday work, consisting of a supplement equivalent to the basic hourly rate added to any applicable additional work or overtime compensation. Sundays and the abovementioned holidays are considered to begin at 6 pm on the preceding day and end at midnight on the actual holiday.

15 § Shift work, evening work and night work

Shift work

1. In shift work, salaried employees receive a shift work supplement for each hour spent on an evening or night shift. The supplement is equivalent to 15 % of the employee's basic hourly pay for evening shifts and 30 % of the employee's basic hourly pay for night shifts.
2. Salaried employees in shift work are paid for overtime in the form of the shift work supplement for the time of day at which the overtime is done. If employees in two-shift work stay for overtime after an evening shift, their overtime compensation is the shift work supplement for night shifts.

Any shift work, evening work and night work supplements paid for overtime and Sunday work shall benefit from the same increases as ordinary pay for that period.

Evening and night work

3. Any work that is not shift work, overtime or emergency work which is conducted between 6 pm and 10 pm is considered to be evening work and entitles the salaried employee to a supplement equivalent to the evening shift supplement. Similarly, work done between 10 pm and 6 am is considered to be night work and entitles the employee to a supplement equivalent to the night shift supplement.
4. For salaried employees who stay for overtime after evening or night work, the regular working hour supplement continues to apply during the overtime but only until 6 am.

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5. In shift work, shifts shall rotate within periods of a maximum of four weeks, unless otherwise agreed locally. Shifts are considered to change regularly when shifts overlap by a maximum of one hour with the next shift worker, or when there is a maximum of one hour between shifts.

16 § Standby work, alarm-based work and telephone assistance

Standby work

1. Compensation equivalent to 50 % is paid for confined stand-by time. Confined stand-by implies that the salaried employee shall be ready for work at home or in its immediate vicinity. Stand-by time compensation is paid for a minimum of four hours.
2. Compensation equivalent to 30 % of the salaried employee's hourly rate is paid for unconfined stand-by time. Unconfined stand-by implies that the employee can choose the location to be in within a locally agreed area, shall be reachable within a reasonable time, and shall arrive at a specified or previously agreed location, with any necessary tools, within 40 minutes of receiving notification.

Exceptions can be made to these provisions by local agreement.

Alarm-based work, telephone assistance and fault correction work from home

Alarm-based work

3. If a salaried employee is called in to alarm-based work by an alarm outside of the regular working hours, when the employee is no longer at the workplace, the alarm compensation paid is equivalent to two hours' pay. Alarm work compensation for alarms raised between the hours of 9 pm and 6 am is equivalent to three hours' pay.

For the actual time spent doing the work, the compensation is regular pay increased by 100 % until the beginning of the next shift.

Telephone assistance and fault correction work performed from home

4. For any appropriate fault correction assistance, other instructions or actual fault correction work provided by telephone from home, salaried employees shall be paid at least one hour's pay in compensation. If remote fault correction is unsuccessful and the employee is required to go to work, compensation shall be paid as for alarm-based work. Time spent in assistance and fault correction work is not counted as working hours. Additional compensation is not paid on top of stand-by time compensation.
5. Local agreements can be made regarding stand-by time, alarm-based work and telephone assistance, or the related compensation and procedures can be compiled into a local package solution.
6. Unless otherwise agreed locally, travel time is included as work time for stand-by and alarm-based work.

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17 § Other provisions regarding working hours

The member companies of the signatory employers' association may make local agreements with salaried employees regarding compensation for additional work, overtime, emergency work and Sunday work, other time-related compensation specified in this agreement, and the supplements for shift, evening and night work being replaced by equivalent leave or fixed monthly payments.

18 § Travel

General provisions

1. Salaried employees shall undertake the business travel required for their work. The start and end point of travel journeys is either the employee's actual workplace or the employee's home, depending on where the journey starts.
2. The decision issued by the Tax Administration regarding tax-free monetary or hourly travel expense compensation for daily allowances nationally and abroad, meal allowances, overnight travel allowances and mileage allowances as currently applicable shall apply to all business travel. The maximum amounts stated in the State Travel Regulations shall apply to hotel compensation.

Daily allowance in Finland

Type	Basis	2020/€
Full daily allowance	Travel lasting more than 10 hours	43
Full daily allowance	Last full day of travel exceeded by more than 6 hours	43
Partial daily allowance	Travel lasting more than 6 hours	20
Partial daily allowance	Last full day of travel exceeded by more than 2 hours	20
Meal allowance		10,75
Half full daily allowance	Two free meals	21,50
Half partial daily allowance	One free meal	10

Mileage allowance (cents/km)

	2020/cent
Mileage allowance for use of own car	43
Increase for additional passenger or equivalent amount of goods/baggage	3
Increase for trailer	7

If the salaried employee has to find accommodation during the trip, accommodation expenses shall be compensated in accordance with the maximum amounts for hotel compensation stated in the State Travel Regulations. The maximum amounts do not apply in cases where the employer requires that the employee stay at a more expensive hotel.

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Daily allowance

3. To be eligible for daily allowances, the workplace shall be more than 40 kilometres away from the salaried employee's regular workplace or home (depending on where the journey starts), as measured along a commonly used route. The workplace shall also be located at least 5 kilometres away from both the employee's regular workplace and the employee's home. The salaried employee should be informed of the start and end place of the journey before the journey begins.

Meal allowance

4. Meal allowances are paid according to guidelines issued by the Tax Administration. Meal allowances are not paid if the employee is offered a meal benefit in accordance with the employer's taxable value.

Travel during free time

5. If the employer requires the salaried employee to travel during the employee's free time, the employee shall receive pay at the base pay rate for a maximum of 8 hours on workdays and 16 hours on days off/weekends. Travel times are calculated as complete periods of thirty minutes. If the employer covers the cost of a berth or sleeper seat, no travel allowance is paid for the time between 9 pm and 7 am.
6. Travel allowances can also be paid as a fixed monthly payment by local agreement.
7. If travel forms an essential part of the salaried employee's work, or if the nature of the work is such that the employee decides when to travel and how to spend working hours, no travel allowance is paid.
8. Instead of the abovementioned daily and meal allowances, the employer and employee may agree on a separate fixed compensation paid with the monthly salary.
9. Daily allowances for seminars held on boats and meeting or training cruises should be agreed locally. If this is not done, allowances are paid for them according to this collective agreement.
10. Local agreements can be made on daily allowances for secondments, taking into account local conditions and other arrangements made by the employer.
11. Deviations from the provisions of this subsection can be locally agreed upon by way of travel rules.

19 § Annual holidays and holiday bonuses**Annual holiday pay**

1. Annual holidays shall be granted according to law.

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In determining the length of the annual holiday, the continuous duration of the employment relation is considered to be the duration of service before any interruption due to studies that are intended to increase the employee's job-related competence, plus the duration of work done during studies if the employment relationship continues immediately after the end of the studies.

2. Annual holiday pay is paid on the company's regulatory paydays, unless otherwise agreed locally.

Holiday bonuses and accumulated holiday

3. The sum of the holiday bonus is 50 % of the sum reached by dividing the monthly salary (monetary remuneration) by 25 and multiplying it by the number of holiday days. For hourly-paid salaried employees, the holiday bonus is 50 % of the annual holiday pay. Holiday bonuses are paid on the company's next regulatory payday after the holiday, unless the company has other practices.

By mutual agreement, holiday bonuses can be replaced wholly or partly with paid leave so that the number of holiday days received is half of the annual holiday days equivalent to the holiday bonus, ie. a holiday bonus equivalent to 24 days of holiday results in 12 days of paid leave.

Holiday bonuses are also paid if the employment relationship expires or is terminated for reasons beyond the salaried employee's control, and similarly they are also paid to retiring employees. Holiday bonuses are paid for holiday pay at the end of temporary employment contracts.

4. Exceptions to accumulated holiday provisions can be made by local agreement.
5. Due holiday bonuses or pay for agreed untaken holiday shall be paid in connection with payoff.
6. For monthly paid employees, holiday pay is calculated at the end of the employment relationship by dividing daily salaries by 25.
7. If either the employer or salaried employee so wishes, unused agreed holiday time from the previous holiday accumulation year may be included in notice periods that fall at least partially within the holiday season (2 May – 30 September).

20 § Shortening of working hours

1. Salaried employees' working hours can be reduced in work patterns with regular working hours of exactly or on average 8 hours per day and 40 hours per week. The extent of working hour reduction leave is 100 hours per calendar year. Holidays taken in excess of that stipulated by law or in the collective agreement are deducted from this leave total.

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2. Working hour reductions are accumulated in calendar months in which the salaried employee has been present at work for at least 17 days. Days of absence for which the employer pays remuneration or compensation for loss of earnings are counted as days at work. Also counted as days at work are midweek national holidays and days on which the employee participates in collective agreement negotiations or meetings of working groups agreed in the collective agreement. Months such as those specified above accumulate a proportionate amount of working hour reductions.
3. Unless otherwise agreed, the leave shall be granted on two weeks' notice at a time set by the employer, as whole shifts (1–12.5), at the latest by the end of April of the following calendar year. If any leave remains to be granted at that time, it shall be compensated in the same way as weekly overtime.

By local agreement, the leave can also be granted at other times or replaced by monetary compensation.

4. If after agreeing a holiday the salaried employee is prevented from taking the holiday on the grounds of a disability for which the employer is liable to pay compensation for loss of earnings, the holiday shall be moved to a later date.
5. At the termination of a salaried employee's employment relationship, any untaken leave to which the employee is entitled shall be compensated in accordance with the part-time pay for the month during which the contract terminates. Compensation shall only be paid for full workdays.

21 § Absence due to illness or accident

1. For each continuous period of incapacity to work due to illness or accident, salaried employees shall receive pay as follows:

duration of continuous service at the time of illness

- less than one month
- more than 1 month but less than 1 year
- more than 1 year but less than 5 years
- 5 years or more

duration of paid absence

- one week
- 4 weeks
- 5 weeks
- 3 months

2. In order to receive pay, the salaried employee shall authorise the employer to claim the daily sickness allowance to which the employee would be entitled during the period of disability in accordance with the Health Insurance Act. The receipt of pay is also conditional on the disability not having been caused by the employee's own negligence and on the employee not having known about and wilfully concealed the illness at the time of entering into the employment contract.
3. Salaried employees shall inform the employer of their incapacity or disability immediately, giving an estimate of its duration. If the employer so requires, the incapacity shall be proved by a certificate from an occupational health doctor or other doctor appointed by the employer, or by another reliable means approved by the employer.

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If the employer refuses to approve a medical certificate provided by the employee and asks the employee to visit another doctor, the employer shall cover the cost of this visit.

Sick leave pay is paid according to the average earnings for regular working hours over the preceding six months.

4. If the salaried employee's incapacity to work begins again due to the same illness within thirty days of the day for which the employee last received sickness pay, the employee is not entitled to a new period of sick leave pay. However, if the employer's payment obligation has been fulfilled for the previous period of incapacity, the employer shall pay the employee compensation for one day's waiting time, in accordance with paragraph 2 of Section 19 of the Health Insurance Act.

22 § Maternity, paternity and parental leave

Salaried employees are entitled to take leave from work during maternity, special maternity, paternity and parental benefit periods as referred to in the Health Insurance Act.

For maternity leave, salaried employees receive three months' pay. In order to receive pay during the leave, the employee shall have been employed by the company for at least six months prior to giving birth, and the employee shall authorise the employer to claim the daily maternity allowance to which she would be entitled during maternity leave in accordance with the Health Insurance Act. If an employee adopts an under-school-age child, the adoptive mother shall, on the same conditions as above, receive immediate paid leave for three months, which is comparable to maternity leave. Parental leave is unpaid.

Salaried employees taking paternity leave receive one week's pay. The same conditions apply as to the payment of maternity leave pay.

Salaried employees returning from maternity, special maternity or parental leave, child-care leave or temporary or partial child-care leave have the right to return to their previous job or a comparable position. The employees described in this section take priority over temporary employees in filling these positions.

23 § Medical examinations

Statutory medical examinations

1. Salaried employees' pay is not reduced for the time lost in attending and travelling to and from work-related statutory or employer-required health examinations.

The employer shall cover the cost of essential expenses related to travel to and from such examinations and any re-examinations which may be required, and shall grant the employee daily allowance in accordance with 19 § if the examinations are conducted in a distant location.

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Other medical examinations

2. Salaried employees' pay is not reduced for the time lost in attending medical examinations that are essential for diagnosing an illness, if the need for medical attention is acute and an appointment cannot be made within a reasonable time outside working hours.

Nor is pay reduced if the abovementioned condition is met and the matter relates to:

- an examination by a specialist for obtaining an auxiliary device;
- an examination by an occupational health doctor, a specialist or a specialist clinic to determine the treatment needed for a chronic illness;
- a laboratory or X-ray examination related to a refundable medical examination;
- an essential examination to obtain a health certificate needed for the receipt of maternity pay according to the Health Insurance Act, or any other prenatal medical examination;
- a visit to the dentist, if a sudden dental problem results in an inability to work and requires attention during the same shift. The dentist shall provide a certificate to prove the urgency of care.

Procedures related to medical examinations can also be agreed locally according to company-specific needs.

24 § Short temporary leave of absence

1. Short temporary leave of absence granted to salaried employees due to the sudden illness or death of a near relative is not deducted from the salaried employee's pay.

Near relative refers to a spouse, the salaried employee's own or the employee's spouses' parents, the employee's own grandparents, children or siblings. The duration of the temporary leave must be determined in relation to the abovementioned situations and the travel time needed.

Guideline: A typical case is when a child under the age of 10 falls suddenly ill and in this case the short temporary leave is considered to be a maximum of four days.

2. Salaried employees' pay is not reduced for time lost due to a conscription call-up event or to a separate medical examination related to such a call-up.
3. Salaried employees participating in military refresher courses for reservists receive a reduced amount of pay, such that the reduced salary plus the reservist pay received from the state add up to the regular monthly salary.
4. Salaried employees who are members of the decision-making bodies of the signatory associations or their central organisations shall be allowed the opportunity to participate during working hours in meetings of the decision-making bodies of the association or organisation where collective agreement negotiations are conducted.
5. Salaried employees shall also be granted fully paid leave for their fiftieth and sixtieth birthdays, if they fall on a workday.

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25 § Local agreements

1. The local agreements indicated in this collective agreement can be made between the employer and a salaried employee, or between the employer and the shop steward. An agreement made by the shop steward is binding on all the salaried employees whom the shop steward can be considered to represent. Such agreements can be made for a fixed term or until further notice. Agreements that are valid until further notice can be terminated on three months' notice, unless otherwise agreed. The employee has the right to ask a person who is employed at the same company for assistance during negotiations.
2. Agreements shall be made in writing if either party requires it. Any agreements with a validity of more than two weeks shall be made in writing.
3. A local agreement is considered to be part of the collective agreement. They are applicable even after the collective agreement terminates, if they are still valid at that time.

During that time and within one month of a new collective agreement coming into force, even fixed-term agreements can be terminated.

26 § Negotiation protocol for the resolution of disputes

Any matters related to employment relationships should primarily be discussed between the salaried employee and his or her manager. If the parties cannot agree on the matter, it can be passed on to be handled by the shop steward and a representative of the employer. If the matter cannot be resolved within the company or if there are any disputes regarding the application, interpretation or violation of this agreement, the matter can be passed on to the signatory associations. All discussions shall be documented as minutes signed by the parties, which explain the matter in dispute and each party's views, with reasons. If the associations' negotiations do not produce a result, matters related to the interpretation of the collective agreement can be forwarded to Labour Court, or the parties can agree to have the matter resolved by a court of arbitration.

Negotiations on disputes shall be initiated within two weeks of this being demanded by one of the parties. Unless otherwise agreed, local negotiations shall be completed within one month.

27 § Duty to maintain industrial peace

This collective agreement is binding for the signatory associations and their affiliated associations, as well as the employers and salaried employees who are members of these associations or have been members during the validity of the agreement.

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The signatory associations and their affiliated associations shall ensure that their members, employers or salaried employees do not initiate industrial action or otherwise violate the collective agreement.

Before any political or sympathetic industrial action is taken, the state conciliator, the employers' association and the Union of salaried employees shall be informed by at least four days' notice. The notification shall explain the reasons for the industrial action, its planned starting time and its extent.

28 § Group life insurance

The employer shall acquire and cover the cost of a group life insurance policy for the salaried employees to whom this collective agreement applies, in the manner agreed between the central labour market organisations.

29 § Membership fees

With the salaried employee's permission, the employer shall deduct from the employee's salary in each salary payment period the membership fees for unions belonging to the signatory associations, and transfer them to the bank account of the association in question.

30 § Protective clothing

Salaried employees shall be provided with protective clothing that shall protect their ordinary work clothes from getting dirty or wet. Special gear shall be provided for mast work, including a thermal suit when necessary for winter conditions.

31 § Principle of continuous negotiation

The parties to this agreement may review the functioning of the agreement during the agreement period, including the provisions on working hours, in accordance with the principle of continuous negotiation, and may make jointly agreed amendments to it in order to enhance the functioning of the agreement.

SERVICE SECTOR EMPLOYERS PALTA

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ICT SECTOR WAGE SYSTEM FOR SALARIED EMPLOYEES 2020-2022

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SERVICE SECTOR EMPLOYERS PALTA
TRADE UNION PRO

WAGE SYSTEM FOR SALARIED EMPLOYEES

The wage system forms the basis of the company's remuneration policy. It shall be designed so as to ensure fair and equal treatment for all employees. It shall motivate and guide salaried employees' behaviour at work in a correct and purposeful direction. The wage system is one of the instruments of sensible, flexible management and leadership. Its success depends on how it is used, maintained and developed.

The starting point for a wage system for salaried employees is to measure the demands of jobs fairly and objectively. Job demand evaluations form a part of the wage system and help to ensure fair remuneration. The evaluation system shall take into account how work should develop to allow the organisation to progress.

The classification is done using the competence classification system created for salaried employees in the ICT sector. The system has two elements: a salary element determined according to the demands and competence level of the tasks; and an individual element based on individual employees' competence and performance.

Local agreements can also be made for different wage systems with similar levels.

This wage system does not apply to senior salaried employees.

1

Demand-based salary element

Competence classification is conducted by a specially appointed task force, consisting of representatives of the employer and the employees (e.g. 1+1 or 2+2). The classification shall be reviewed by the task force or, if agreed locally, by the shop steward and the employer's representative.

The evaluation of a set of tasks is based on the job description. In order for the demands (competence level) of tasks to be measured as reliably as possible, job descriptions shall be closely linked to the content of the job and indicate the content, responsibilities and relationships of the job as clearly as possible. It is important that the managers and employees agree on the tasks included in the job. At the end of the wage system description there is an example of a job description form.

The demands of a job are evaluated using a four-part indicator, resulting in a competence grading and subsequent wage group. Competence classifications shall be made as soon as possible, and at the latest by four months after the beginning of the employment contract.

The competence classification system is determined for salaried employees in a whole sector, so the classification shall be drawn up so that the wage grouping is broad enough to accommodate the differences between different posts within the company.

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The task force shall make decisions upon assessment. If the task force is unable to reach a unanimous decision on a salaried employee's post, the dispute shall be resolved by a resolution board comprising a third-party expert and one representative from each of the two associations.

1.1 Competence grades for wage groups

Wage groups' competence grade limits	Wage group	Competence grade
	1	-295
	2	300-320
	3	325-345
	4	350-370
	5	375-395
	6	400-420
	7	425-445
	8	450-470
	9	475-495
	10	500-

A minimum salary is set for each wage group in the collective agreement.

1.2 Maintaining competence classifications

Whenever an employee's tasks change, the wage group should be revised immediately (at the latest within three months). The wage grouping can change in either direction. Individual wages can only be reduced if there are grounds for dismissal.

2 Experience

The effect of experience on the minimum wage depends on how long the salaried employee has been a salaried employee of the current employer:

- the salary group-specific minimum wage shall be increased by three per cent after three years of experience
- the salary group-specific minimum wage shall be increased by five per cent after five years of experience.

If a temporary agency employee is recruited directly by the user company to the same position in which they served immediately before being employed by the company in question, the time worked in the same position without interruptions for the company in question shall be included in calculating the years of experience used in determining the minimum wage.

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Guideline for application

This provision shall only apply to salaried employees whose employment contract is concluded after 31 December 2020.

An adjustment of minimum wages on account of years of experience and any resulting wage increase shall be implemented at the latest one month after the years of experience are fulfilled.

3

Individual salary element

In addition to the job's competence classification, an employee's salary is related to his or her personal competence. The amount and development of the sum added to the minimum salary depends on the employee's personal competence.

Competence here signifies all the characteristics of the employee that have a direct or indirect effect on the fulfilment of the duties included in the job. Competence evaluations are carried out by the employer on the basis of competence criteria chosen by the company. Personal competence is always evaluated in relation to the employee's job at the time.

4

Performance reviews

The parties consider it important for employees and their managers to conduct a performance review at least once a year. It is an opportunity for the employee and manager to meet and discuss in private any matters such as work, the future and training. Performance reviews are helpful in keeping shared objectives clear. Optimally, they increase job satisfaction and allow both parties to the review to receive feedback on their work.

The aims of performance review include:

- evaluating results achieved
- reviewing the main aspects of the job description and key duties
- agreeing on objectives for the following review period
- discussing work conditions
- determining personal development needs and creating a personal development plan
- improving cooperation between the employee and manager
- improving the general work environment and atmosphere.

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5 Competence and performance levels as wage development leaders

Everyone in an organisation is expected to work effectively. Result-oriented organisations aim to have a competent, permanent workforce, encouraging and motivating it to develop and tackle new challenges. The creation of a consistent company-specific remuneration policy is a long-term process, which forms part of the framework created by the organisation's mission, objectives and control systems. When it works well, it supports the fulfilment of the organisation's objectives.

Performance reviews can be used to provide various kinds of feedback and as a remuneration policy tool. In performance reviews, managers evaluate factors related to their employees' competence using an objective indicator. The indicator can be e.g. a competence evaluation form such as that appended to this agreement, or an equivalent company-specific version. The associations would like to point out the key importance of taking into account the outcomes of performance reviews in implementing the remuneration policy. In determining salary levels, the importance of building on previous experience as well as maintaining existing competences should be recognised.

A representative of the employer shall discuss the effectiveness of the wage system in the company with the shop steward annually.

6 Substitution compensation

Employees who, in addition to their own work, carry out another person's duties or act as another person's substitute in more demanding tasks continuously for two weeks or more are entitled to receive substitution compensation equivalent to 14–35% of salary in proportion to the increased workload or demand level of the tasks, unless a different compensation method is agreed locally. This compensation and any other matters related to the terms and conditions of employment should be clarified before the substitution begins.

7 Margin rule

The associations would like to emphasise the responsibility attaching to managerial positions, and to point out that the leadership and monitoring involved in these positions increase the demands of the job in ways which should be taken into account in remuneration. Therefore, unless there is a well-founded reason to do otherwise, the wage level of employees holding managerial positions should generally exceed that of subordinates when using equivalent or comparable wage calculation principles, and taking into account the individual competence factors of the managers and the subordinates.

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8

Minimum salaries

Salary refers here to both monetary remuneration and benefits in kind. The Metropolitan Area refers to Helsinki, Espoo, Vantaa and Kauniainen. The minimum salaries are as follows:

Collective agreement: 291

Minimum salary as of 1 September 2020, €						
WG	€	Cost of living I- II		Metropolitan Area		
		With experience		With experience		
		3 %	5 %	€	3 %	5 %
1	1 450	1 494	1 523	1 550	1 597	1 628
2	1 746	1 798	1 833	1 867	1 923	1 960
3	1 892	1 949	1 987	2 023	2 084	2 124
4	2 051	2 113	2 154	2 193	2 259	2 303
5	2 290	2 359	2 405	2 447	2 520	2 569
6	2 605	2 683	2 735	2 784	2 868	2 923
7	2 843	2 928	2 985	3 037	3 128	3 189
8	3 173	3 268	3 332	3 388	3 490	3 557
9	3 570	3 677	3 749	3 813	3 927	4 004
10	4 033	4 154	4 235	4 306	4 435	4 521

Minimum salary as of 1 April 2021, €						
WG	€	Cost of living I- II		Metropolitan Area		
		With experience		With experience		
		3 %	5 %	€	3 %	5 %
1	1 472	1 516	1 546	1 573	1 620	1 652
2	1 772	1 825	1 861	1 895	1 952	1 990
3	1 920	1 978	2 016	2 053	2 115	2 156
4	2 082	2 144	2 186	2 226	2 293	2 337
5	2 324	2 394	2 440	2 484	2 559	2 608
6	2 644	2 723	2 776	2 826	2 911	2 967
7	2 886	2 973	3 030	3 083	3 175	3 237
8	3 221	3 318	3 382	3 439	3 542	3 611
9	3 624	3 733	3 805	3 870	3 986	4 064
10	4 093	4 216	4 298	4 371	4 502	4 590

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7 Competence classification

1 NATURE OF JOB		Grade
1.1	CHOOSING FROM OPTIONS ON THE BASIS OF CLEAR INSTRUCTIONS	145
1.2	MAKING DECISIONS IN SIMILAR SITUATIONS - Field of operation limited with instructions or familiar processes - Requires use of instructions.	160
1.3	DECISIONS AND DELIBERATION IN NEW SITUATIONS - Based on own familiar sources of knowledge - Requires developmental and creative use of instructions	180
1.4	PLANNING, DELIBERATION AND DECISIONS - Based on expertise in and experience of several functions - Independent decisions	200
1.5	PLANNING, ANALYSIS AND DEMANDING DECISIONS - Independent analysis and evaluation done on the basis of feedback from several sources - Application based on broad knowledge and precedents - Professional or financial responsibility for decisions	225
1.6	DEMANDING DEVELOPMENT OBJECTIVES, USE OF EXTENSIVE INFORMATION SOURCES - Directed broadly by the operating principles of the field of work, together with feedback from several experts	240
2 EFFECTS OF DECISIONS AND RESOLUTIONS		
2.1	MAINLY ON OWN WORK OR THAT OF A SMALL TEAM	20
2.2	MAINLY ON THE RESULTS OF A PART OF A FUNCTION	35
2.3	CLEARLY ON THE RESULTS OF THE WHOLE FUNCTION	50
2.4	ON THE RESULTS OF SEVERAL FUNCTIONS IN THE BUSINESS AREA	70
2.5	LARGE-SCALE SIGNIFICANCE FOR THE FULFILMENT OF THE BUSINESS AREA'S OBJECTIVES	95
3 STATUS		
3.1	OWN TASKS	20
3.2	POST PROVIDING GUIDANCE OR ASSISTANCE, OR INDEPENDENT SET OF TASKS THAT AFFECTS THE REST OF THE ORGANISATION	30
3.3	MANAGERIAL POST OR RESPONSIBILITY FOR ORGANISATION AND RESOURCES, E.G. PROJECTS, OR OTHER INDEPENDENT POST COMPARABLE TO MANAGERIAL	40
3.4	MANAGERIAL POST WITH LARGE NUMBERS OF REPORTS AT SEVERAL ORGANISATIONAL LEVELS, OR COMPARABLE POST WITH RESPONSIBILITY FOR ORGANISATION AND RESOURCES	50
4. INTERACTION		
4.1	ORDINARY WORK CONTACTS - Communication with immediate work team - Contacts related to receiving and passing on information	80
4.2	PROFESSIONAL CONTACTS RELATED TO OWN WORK - Within own function - Internal and external contacts covering more than just immediate surroundings	100
4.3	OBJECT-ORIENTED CONTACTS AT PROFESSIONAL LEVEL - Influencing or negotiation skills or specific interpersonal skills - Mainly within own function - Providing advice and guidance and influencing people's learning	115
4.4	MAINLY UNPROMPTED CONTACTS - Specialist professional skills - Contacts with experts or similar stakeholders - Potential international contacts	135
4.5	ACTIVE UNPROMPTED CONTACTS, INFLUENCING COMPANY-LEVEL DECISION-MAKERS - Good overall knowledge of company - Processing of information for shared use	160
	Total grade	

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Classification instructions:

NATURE OF JOB	EFFECTS OF DECISIONS/RESOLUTIONS
<p>The nature of the job measures the complexity of independent thought and deliberation</p> <p>The demand level is higher:</p> <ul style="list-style-type: none"> - the more often there are situations requiring deliberation - the more varied they are - the shorter the response time - the broader and deeper the knowledge that is needed for making decisions - the more generalised the instructions - the more generalised and slower the feedback - the more specialist the competence needed - the broader the information that shall be managed for the task <p>The depth and breadth of information/knowledge needed for decision-making is affected by the training and experience required for the position.</p>	<p>The effects of decision-making measures the importance and scope of decisions</p> <p>The demand level is higher:</p> <ul style="list-style-type: none"> - the greater the financial effects - the greater their impact on production and quality - the greater their impact on the environment, health and safety and general safety - the more the job involves making time-limited, risky decisions in unpredictable situations <p>Influencing based on advice, recommendations or expertise is comparable to decision-making. Actively influencing others' decisions is comparable to decision-making.</p> <p>Effects are considered as a whole, with the total impact evaluated from the point of view of the company's operations.</p>

8**Influence**

<p>INTERACTION/LEADERSHIP AND STATUS</p> <p>Influence measures the complexity of the person's influence on the company's staff and on external persons.</p> <p>The demand level is higher:</p> <ul style="list-style-type: none"> - the greater the advisory, guidance or training demands - the deeper and broader the motivational demands - the more complex and wider the communication and contact network (clients, other organisations, authorities, subcontractors, media, related stakeholders) - the greater the competence required for communications - the greater the independent influence on customer service, sales, HR management or similar functions. <p>Influencing is a typical form of communication in management, planning, marketing, HR management and sales, and in other contacts related to the corporate image.</p> <p>The elements of influencing are more significant in managerial posts and their complexity depends on the nature of the post.</p> <p>The management of various projects in which the person uses his or her authority as an expert to lead diverse teams is comparable to managerial posts.</p> <p>Independent responsibility for a business area can increase the demands of interaction in ways that are comparable to managerial posts.</p>

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EXAMPLE

DRAFT VERSION OF COMPETENCE CLASSIFICATION IN CALL CENTRES' CUSTOMER SERVICE POSITIONS

1

Competence classification

Employees can be placed directly into wage groups without grading on the basis of an approximate division into competence classifications. Any disputes should be settled by using the competence classification in the wage system.

Wage group 1

First wage level

Tasks during education/training, or

Work done according to detailed instructions which are easy to learn.

Low demands on interaction skills.

Wage group 2

Less demanding customer service tasks

Clear instructions.

Brief orientation.

Job requires interaction skills.

Wage group 3

Ordinary customer service tasks

Requires use of instructions.

Requires longer orientation.

Job centres around interaction and requires good interaction skills.

Wage group 4

Demanding customer service tasks

Instructions are generic.

The knowledge required for the tasks is acquired during a lengthy orientation period.

Job centres around interaction and requires good interaction skills.

Wage group 5

Expert customer service tasks

The job requires expert knowledge and experience of several functions, and the ability to make independent decisions.

Job requires good interaction skills.

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Example of form used in competence evaluations and performance reviews:

DETERMINING PERFORMANCE AND COMPETENCE

Name _____ Position _____

Manager _____ Department _____

Date _____

Competence shall be evaluated in relation to the demands of the task. High levels of competence and performance can be found at all levels.

	low	tick average	normal	good	excellent
PROFESSIONAL SKILLS					
Work outcomes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diversity of skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall knowledge of field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to develop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specialist competence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITY	low	average	normal	good	excellent
Cost-efficiency of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication and interaction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COOPERATION SKILLS	low	average	normal	good	excellent
Interpersonal skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flexibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INDEPENDENCE OF ACTION	low	average	normal	good	excellent
Independence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

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PALKKAVAAKA WAGE SYSTEM

2020-2022

(Companies previously subject to the collective agreement for the information sector)

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SERVICE SECTOR EMPLOYERS PALTA

TRADE UNION PRO

WAGE SYSTEM FOR SALARIED EMPLOYEES IN THE INFORMATION SECTOR

**Collective agreement 50
PL 01**

1 § Scope

This employee wage system and its salary regulations are applied in those ICT-sector member companies of Service Sector Employers PALTA that have decided to continue applying the wage system for employees in the information sector, as specified in Subsection 2.6 of the Protocol of Signature to the Collective Agreement.

2 § Remuneration principles

Salary structure

1. An employee's salary consists of a task-related element, i.e. the base pay, a possible individual element and various supplements.

Task-related element, i.e. base pay

2. The base pay arises from a grouping of jobs based on their demand levels. The demand level of jobs is evaluated in the companies according to a uniform competence classification system (Palkkavaaka), using the three Palkkavaaka tables and figure conversion tables given below.

The criteria for job competence classification are the skill and interaction environment needed for the job (Table 1), the management and decision-making required by the job (Table 2) and the job's responsibilities and roles (Table 3). The Palkkavaaka tables and conversion table can also be found on PALTA's website.

On the basis of their competence grades, jobs are grouped into competence classes, where each competence class has its own wage group.

3. Competence classification is conducted by a specially appointed task force, consisting of representatives of the employer and the employees (e.g. 1 +1 or 2 + 2).

The demand levels of jobs are determined using written job descriptions or other appropriate records. Job descriptions shall convey the actual content of the jobs so that the matters used as competence classification criteria are defined in as much detail as possible.

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Competence classifications shall be made as soon as possible, and at the latest by four months after the beginning of the employment contract. The competence classification result should be explained to the employee.

4. An employee's base pay is determined in relation to the competence class to which his or her job belongs.
5. Whenever an employee's tasks change, the wage group should be revised immediately (within three months, at the latest). The wage grouping can change in either direction. Individual wages can only be reduced if there are grounds for dismissal.
6. The task force shall make decisions via its expert assessment. If the task force is unable to reach unanimous decision with respect to a salaried employee's post, the dispute shall be resolved by a resolution board consisting of a third-party expert and one representative from each of the two associations. Such disputes shall not be brought before an industrial tribunal.

Competence grade	Competence class/wage group
100–121	B00
122–148	C00
149–181	D00
182–221	E00
222–269	F00
270–329	G00
330–401	H00
402–490	I00
491–598	K00
599–730	L00

Individual element

7. In addition to the base pay, employees may receive an individual element based on their competence and work performance. The evaluation is carried out by the employer according to evaluation criteria considered relevant to the company's operations and the job, in conjunction with regular performance reviews conducted at the company. Evaluation criteria may include the effectiveness and quality of operations, professional competence, ability to develop and take initiatives, and (for managerial posts) leadership skills.

New employees

8. New employees who join the company can be paid a minimum salary equivalent to 9/10 of the base pay for the competence class in question, but for no longer than their trial periods.

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3 § Wage group and base pay

WG	BASE PAY WAGE AS OF 1 SEPT 2020
	EUR/month
B00	1720
C00	1906
D00	2111
E00	2357
F00	2663
G00	3020
H00	3423
I00	3884
K00	4404
L00	4994

WG	BASE PAY WAGE AS OF 1 APRIL 2021
	EUR/month
B00	1 746
C00	1 935
D00	2 143
E00	2 392
F00	2 703
G00	3 065
H00	3 474
I00	3 942
K00	4 470
L00	5 069

4 § Separate supplements

Substitution and OTO supplements

1. If an employee is required temporarily to carry out the duties of a higher-paid manager or similar person in a leadership position, the employee shall receive a salary increase up to a maximum of 20 %, for the duration of the additional duties (**substitution supplement**).
2. If an employee is required to carry out the duties of another employee in addition to his or her own duties, and this causes a significant increase in workload and responsibility, the employee shall receive a salary increase of 15–20 % (**OTO supplement**). The supplement may be shared between two employees.

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3. In both of the above cases, to receive the increase the employee shall carry out the additional duties for at least five workdays. Substitution and OTO supplements are not paid for temporary annual holiday cover.

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SERVICE SECTOR EMPLOYERS PALTA
TRADE UNION PRO

GENERAL AGREEMENT / ICT SECTOR

I. GENERAL PROVISIONS

1. Organisational and other changes

If the company's operations are significantly reduced or expanded, or if there is a handover, merger, incorporation or other major organisational change, the cooperation organisation shall be adjusted to correspond to the new size and structure according to the principles of this agreement.

The dismissal protection of the chief shop steward and shop steward continues until the end of their terms or a minimum of 6 months, if their terms come to an end due to reorganisation measures.

2. Notifications

The employer shall be notified in writing of the elected chief shop stewards, shop stewards and health and safety representative, and in cases where any deputies step in as substitutes. The employer shall in turn provide written notification of who is to negotiate with these representatives.

3. Deputies

The provisions of this agreement shall apply to the deputies of the chief shop steward, shop steward and health and safety representative for so long as the deputies act as substitutes (the employer having been notified in writing).

II. PROVISIONS FOR SHOP STEWARDS AND HEALTH AND SAFETY REPRESENTATIVES

1. Shop steward

By "shop steward" this agreement means the chief shop steward, shop steward and deputy shop steward elected by the associated salaried employees.

2. Election of shop stewards

The salaried employees have the right to appoint from among themselves a chief shop steward and a deputy. The appointment of other shop stewards is agreed locally.

Unless otherwise agreed locally, a shop steward can be appointed for a workplace in another geographical area, if it has at least 30 employees.

Different staff groups may agree to have a shared chief shop steward or shop steward for the whole company.

The scope of authority of elected shop stewards shall be appropriate and sufficiently broad to allow for the handling of matters according to the negotiation protocol.

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Only employees with employment contracts that are valid until further notice are eligible.

Elections should be arranged so that the arrangement does not disrupt work at the company and so that all salaried employees have the opportunity to participate. Practical arrangements are agreed on locally.

3. Election of health and safety representatives

The election of health and safety representatives and their deputies is stipulated by law. The scope of authority of the health and safety representative can be agreed locally.

4. Release from work obligations

If necessary, the chief shop steward, shop steward and health and safety representative shall be allowed temporary, regular or complete release from their work obligations in order to carry out their duties.

The salaries of the chief shop steward, other shop steward or health and safety representative are not reduced on account of participation in shop steward's seminars organised by Trade Union Pro. The health and safety representative can participate in this seminar when the issues relating to his role or tasks are dealt with. The paid leave is two workdays per year.

5. Premises

The employer shall organise appropriate premises for the chief shop steward, shop steward and health and safety representative to store the materials and equipment needed for their duties, as well as premises where they can carry out the essential negotiations related to their duties.

The chief shop steward, shop steward and health and safety representative receive the generally applicable benefit in kind of a mobile telephone, and have the right to use the company's general communication and office equipment in order to carry out their duties. In addition the chief shop steward and shop steward shall receive the generally applicable benefits in kind of an internet connection and email. Practical arrangements are agreed on locally.

| 6. Compensation for shop steward's and health and safety representative's duties

The compensation paid to chief shop stewards, shop stewards and health and safety representatives is determined on the basis of the number of salaried employees they represent, as follows.

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No. of salaried employees	1 Sept 2020
at end of previous year:	€/month
5– 9	80
10–24	124
25–50	160
51–100	231
101–200	273
201–400	321
401–600	363
601–	422

The chief shop steward, shop steward and health and safety representative shall inform the employer of any periods for which compensation should be paid to their deputies.

If the shop steward represents fewer than five salaried employees and conducts duties agreed with the employer outside his or her regular working hours, overtime compensation shall be paid for this time, unless otherwise agreed.

7. Salary and transfer protection

Opportunities for chief shop stewards, shop stewards and health and safety representatives to develop and progress professionally shall not be adversely affected due to their positions. They may not be transferred to jobs with lower salaries than those they held on election while carrying out their representation duties or because of them. Nor may they be transferred to lower-grade positions if the employer is able to offer them work that corresponds to their competence.

The wage development of the chief shop steward and the shop steward shall correspond to the wage development that takes place at their level within the company. The employer and the shop steward in question shall discuss the matter at least once during each term.

8. Maintenance of professional competence

When a chief shop steward's, shop steward's or health and safety representative's representational term ends, the employer shall discuss with them whether their return to their original positions or to a similar position requires professional training. The employer shall organise the training that is deemed necessary.

9. Transfer of business

Chief shop stewards, shop stewards and health and safety representatives shall keep their posts in the case of business transfers or handovers if the transferred business or part of business retains its independence. If the transferred business or part of business loses its independence, the chief shop steward, shop steward and health and safety representative have the right to the post-term protection described in this agreement until the end of their terms, and in any event for at least six months.

The chief shop steward and shop steward only transfer with a business if all the staff they represent are transferred or by separate agreement, or if the transferring company cannot offer them work to suit their competence.

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10. Financial and production-related grounds for dismissal

If the company is laying off or dismissing personnel due to financial or production-related reasons, the chief shop steward and the health and safety representative cannot be dismissed or laid off unless the company's operations are discontinued completely with regard to the employees they represent. The company can be exempted from this rule if the representative and the employer mutually agree that the representative cannot be offered work that corresponds to his/her competence or is otherwise suitable.

According to paragraph 2 of Chapter 7, Section 10 of the Employment Contracts Act, a shop steward's employment contract may only be terminated when his or her work ends completely and no other work that corresponds to his or her competence is available.

11. Individual protection

Chief shop stewards, other shop stewards, and health and safety representatives may not be dismissed for reasons contingent on their actions except with the approval of most of the employees they represent, as stipulated in paragraph 1 of Chapter 7, Section 10 of the Employment Contracts Act.

The contracts of chief shop stewards, shop stewards and health and safety representatives may not be cancelled in violation of Sections 1–3 of Chapter 8 of the Employment Contracts Act. Their contracts cannot be terminated on the grounds that they have violated the administrative regulations, unless they have simultaneously, significantly and repeatedly, despite warnings, failed to carry out their work duties.

If a chief shop steward's, shop steward's or health and safety representative's employment contract is terminated and they make a complaint regarding the termination, and proceedings begin within four weeks of the termination of the contract, the employer shall pay them a sum equivalent to one month's pay, in addition to any other applicable compensation.

12. Candidate protection

The above employment contract protection regulations also apply to candidates for chief shop steward, other shop steward, or health and safety representative's position put forward by the association or by the salaried employees when the employer has been informed of the candidacy in writing. Similarly, they apply to candidates for health and safety representative of whose candidacy the health and safety committee has been informed in writing. This candidate protection begins at the earliest three months before the beginning of the term of the chief shop steward, shop steward or health and safety representative who is to be elected, and ceases when the results of the election are announced.

13. Post-term protection

The above employment contract protection regulations also apply to former chief shop stewards, shop stewards and health and safety representatives for six months after the end of their term.

14. Compensation

If the employment contract of a chief shop steward, shop steward or health and safety representative is terminated in violation of this agreement, the employer shall pay them compensation equivalent to between 10 and 30 months' pay.

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15. Information provided to the chief shop steward

In disputes concerning the duties of the chief shop steward or shop steward in accordance with this agreement, the chief shop steward or shop steward shall be provided with all the necessary information for processing the matter in dispute.

The chief shop steward and shop steward have the right to receive a list of the surnames and first names, employment contract start dates and departments or other units of the employees within the scope of their authority. The chief shop steward and shop steward shall also be provided with information on new employees, on request. The chief shop steward is provided with a report on the number of the company's employees with fixed-term employment contracts on request a maximum of three times per year.

The chief shop steward is provided with the average monthly salary data of the employees in the scope of their authority, collated by salary group and gender. The information is provided based on September's salaries. The chief shop steward may not receive average monthly salary data on groups of fewer than five people.

The chief shop steward and shop steward shall maintain all the information received within the scope of their duties as confidential.

The chief shop steward shall be provided by data on the number of salaried employees whose overtime exceeds 200 hours at the annual level on request once a year.

Use of external workforce:

External workforce refers to subcontracting and use of temporary agency workforce.

Member companies use external workforce to cope with workload peaks or in tasks which are time-wise or quality-wise restricted and which cannot be done with their own staff for reasons of urgency, restricted time, special professional requirements, special equipment or other similar reasons. In addition, member companies use external workforce if there are not economic grounds or grounds relating to the functioning of the company to use the company's own workforce.

In considering the use of temporary workforce, the employer shall inform the shop steward for salaried employees. The notification shall indicate the number of temporary employees, their tasks and work sites, the duration of the contract and the period or periods during which the temporary employees are to be used. The notification shall include also the grounds for using temporary workforce.

Guideline: If the company makes changes to the use of temporary agency work so that there will be significantly deviating changes in relation to the prevailing practice or if the temporary agency is changed, the employer goes through these changes with the shop steward.

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Having received the above-mentioned notification the shop steward has the right to demand within the second working day following the employer's notification that the contract be dealt with in a cooperation procedure. The negotiation under the cooperation procedure shall be conducted within a week (7 days) of the demand. During these negotiations the employer shall not conclude a contract on the use of temporary employees.

The shop steward for salaried employees cannot, however, require negotiations under the cooperation procedure if the nature of the work is short-term or urgent or the installation, repair or maintenance work cannot be done with the company's own staff.

The employer notifies the shop steward in advance of subcontracting in salaried employees' tasks. As an exception, short-time use of external workforce can be notified also afterwards.

Companies using external workforce shall provide the shop steward on request with information relating to external workforce, such as the reason for the use and the applicable collective labour agreement.

The use of external workforce should be arranged in way that the company's permanent workforce does not need to be reduced or temporarily laid off.

On request by a temporary employee, the shop steward has the right to represent the temporary employee in relations with the user company.

The parties to this agreement commit to discuss the disputes regarding the user company's temporary employees together with different parties in order to find an agreement.

15. Arrangement of meetings

The employee group covered by this agreement has the right to arrange meetings on employment contract matters, outside working hours, to be held in the workplace or on other premises designated by the employer, taking into account locally agreed conditions and requirements.

16. Staff internal notifications

The employee group has the right to post notifications of labour market matters and general issues on the workplace's notice board. The notifiers are responsible for the content and maintenance of the board.

III. TRAINING

1. Vocational training

Unless otherwise agreed, the following provisions shall apply:

When the employer provides professional training to employees or sends employees on training related to their professions, the employer shall cover the direct costs of the training without reducing the employees' pay.

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If the training takes place outside of regular working hours, the employer shall cover the direct costs. No compensation shall be provided for time spent in training or related travel outside of regular working hours. Travel expenses are compensated according to the collective agreement.

Guideline on application:

The assessment on whether vocational training shall be counted as working time shall be done on the basis of the Working Hours Act. According to the Working Hours Act participation in training shall be regarded as fulfilling the obligation to work if training is compulsory under the employer's orders and the participation in training is essential for the employee to perform his or her work duties. This kind of training includes eg. specific training with regard to equipment (such as training with regard to the maintenance and updating of support stations for radio networks and radio network centers or with regard to broad band or data transmission networks) or system training for employees in customer service or in other similar duties.

2. Shared training

Participation is agreed locally and costs are covered in the same way as for professional training.

3. Trade union training

The chief shop steward, the deputy chief shop steward, the other shop stewards, the deputy shop stewards and the representatives of salaried employees in occupational health and safety, including the members of the health and safety committee or other health and safety bodies, have the right to take part in trade union training events approved annually by the employer and employee organisations, unless this significantly hinders the company's operations. The employer shall be notified of participation in such training at the earliest possible time. The employer shall make any objections at the latest 10 days before the training, after which a more suitable course date should be identified by mutual agreement.

Other training needed by shop stewards should be agreed locally.

During training, the employer shall pay the salaries of the chief shop steward, deputy chief shop steward, shop steward and deputy shop steward for a maximum of one month, and the salaries of the employee representatives involved in health and safety bodies for a maximum of two weeks. In addition, the meal allowances agreed by the employer and employee organisations shall be paid for each paid course day.

If the training takes place on the chief shop steward's or shop steward's day off, they shall be compensated with a holiday at another time.

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The chairmen of the signatory associations' member associations shall be paid salaries in accordance with the above stipulations on the condition that the company has at least 100 employees covered by this agreement, and the member association has at least 50 members. In addition, meal allowances shall be paid for each paid course day.

The employer shall only pay such compensation once to each person for training events with similar content.

IV. VALIDITY

This agreement is valid as a part of the collective agreement.

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SERVICE SECTOR EMPLOYERS PALTA
TRADE UNION PRO

DISMISSAL PROTECTION AGREEMENT / ICT SECTOR

I GENERAL PROVISIONS

§1 General application

This agreement applies to terminations of employment contracts made until further notice for reasons related to the employee's actions or person, and to notice of termination given by the employee.

This agreement also applies to the procedures to be followed in dismissing or laying off employees for financial or production-related reasons.

This agreement does not apply to the employment contracts defined in the Seamen's Act (423/78) and the Vocational Education Act (630/98), or to the cases listed in Sections 7:5 and 7:7–8 of the Employment Contracts Act (assignment of the enterprise, reorganization procedure, employer's bankruptcy and death).

§2 Notice periods

Unless a longer notice period has been agreed upon, the employer shall observe the following notice periods when terminating contracts:

1. 14 days' notice, if the employment has lasted for a year or less,
2. one month's notice, if the employment has lasted over a year but no more than four years,
3. two months' notice, if the employment has lasted more than four years but no more than eight,
4. four months' notice, if the employment has lasted more than eight years but no more than 12, and
5. six months' notice, if the employment has lasted more than 12 years.

Unless a longer notice period has been agreed upon, salaried employees shall observe a fourteen-day notice period, unless they have been in continuous employment with the employer for more than five years, in which case the notice period is one month.

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§3 Failure to observe notice periods

An employer who has terminated an employment contract without observing the proper notice period shall pay the employee compensation equivalent to the employee's full salary for the notice period.

An employee who has failed to observe the proper notice period shall pay the employer a non-recurrent compensation sum equivalent to the employee's salary for the notice period. The employer is entitled to deduct this sum from the employee's final pay in accordance with the limitations on the employer's offsetting rights in Section 2:17 of the Employment Contracts Act.

If only a part of the notice period has not been observed, the compensation liability is limited to the salary of that part of the notice period which has not been observed.

II TERMINATION FOR CAUSES DEPENDENT ON THE EMPLOYEE

§4 Grounds for termination

The employer is not entitled to terminate an employment except on the grounds listed in Sections 7:1–2 of the Employment Contracts Act.

Entry in the records:

This agreement can be used to examine whether a termination made on the basis of Sections 7:3–4 of the Employment Contracts Act was indeed dependent on the employee's actions or person, and whether the employer would have had sufficient grounds to dismiss the employee on the grounds listed in this section in cases where the termination was made based on Section 8:1.1 of the Employment Contracts Act

§5 Employee's dismissal protection during pregnancy and family leave

Employers may not terminate employment contracts due to the employee's pregnancy or due to the employee exercising his or her right to family leave as stipulated in Chapter 4 of the Employment Contracts Act. If an employer terminates the contract of an employee who is pregnant or away on family leave, the dismissal is considered to be due to the pregnancy or exercise of family leave, unless the employer can show it had other grounds. Employees shall provide a report on their pregnancy on the employer's request.

§6 Notification of termination and consulting the employee

Terminations of employees' employment contracts shall follow the stipulations of Section 9:1, paragraph 1 of Section 9:2 and Sections 9:4–5 of the Employment Contracts Act.

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§7 Compensation for unfair dismissal

Employers who dismiss employees in violation of the grounds for dismissal listed in Sections 4 and 5 of this agreement shall pay the employee compensation for unfair dismissal (“groundless termination”) in accordance with Sections 12:2–3 of the Employment Contracts Act.

The employer cannot be sentenced to pay the compensation referred to in this Section in addition to or instead of the compensation defined in Section 12:2 of the Employment Contracts Act.

III MISCELLANEOUS PROVISIONS

§8 Order of selection for workforce reduction

In the case of dismissals or layoffs for financial or production-related reasons, employers shall, where possible, follow the rule by which employees who are most important to the company’s operations, who are needed for special duties, or who have become partly disabled for work while employed there are dismissed or laid off last. In addition to this, attention should be paid where possible to the duration of the employment contract and to the employee’s maintenance liability.

§9 Procedures related to dismissal on financial or production-related grounds

The stipulations of Sections 9:3–5 of the Employment Contracts Act shall be observed in dismissals on financial or production-related grounds.

§10 Re-employment of dismissed employees

The employer may be exempted from the obligation to re-employ dismissed employees referred to in chapter 6, section 6 of the Employment Contracts Act by means of an agreement between the employer and the employee. Such an agreement can be made at the time of the dismissal or termination of the employment contract and shall take into account any measures taken by the employer to enhance the employee's employability elsewhere. The introduction of agreements regarding re-employment shall be agreed on locally between the employer and the chief shop steward.

§11 Exceptional layoffs

1. Cancellation of layoff

If the employer finds that there is new work available during a layoff notice period, the layoff can be cancelled before it becomes effective. This cancels all aspects of the layoff notice and any future layoffs shall be based on new layoff notices.

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2. Postponement of layoff

Any work that becomes available during the layoff notice period may be temporary. That means that the layoff cannot be cancelled completely but may be postponed. Layoffs may only be postponed once on these grounds without giving a new layoff notice, and they can only be postponed by the duration of the work that becomes available.

3. Interruption of layoff period

Employers may find that temporary work becomes available during a layoff period. If the layoff is expected to continue immediately without a renewed layoff notice after the work is complete, the interruption shall be based on a separate agreement between the employer and employee. Such an agreement should be made before the work begins. At the same time the duration of the temporary work should be estimated.

The above only applies to the agreement between the employer and employee, and does not affect the stipulations of unemployment benefit legislation.

Entry in the records:

If an employee has found other employment for the layoff period after the layoff notice was given but before being informed of the cancellation or transfer of the layoff, the employee is not liable to compensate the employer for any damages caused by this. In these cases, the employee is obliged to return to work as soon as possible.

§12 Negotiation protocol

Any disputes related to this agreement should be resolved by following the negotiation protocol of the collective agreement.

§13 Ruling by a court of justice

If a dispute related to a dismissal or layoff case cannot be settled, the signatory association may refer the case to an industrial tribunal for a ruling. An application of summons in accordance with Section 15 of the Act on the Labour Court (646/74) shall be sent to the industrial tribunal within two years of the termination of the employment contract.

§14 Sanction system

In addition to the stipulations of paragraph 2 of Section 7 of this agreement, the employer may not be sentenced to pay compensatory fines in accordance with Section 7 of the Collective Agreements Act when the case is related to violation of duties listed in the collective agreement but in essence identical to those used as the grounds for compensation according to the agreement.

No compensatory fine in accordance with the Collective Agreements Act is payable for failure to observe procedures. The failure to observe proper procedures is instead taken into account in determining the sum of the compensation for unfair dismissal.

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§ 15 Calculating the negotiation period pursuant to the Act on Co-operation within Undertakings shall be added

When the employer considers laying off one or more salaried employees for a maximum of 90 days, the negotiation period in accordance with section 51 of the Act on Co-Operation within Undertakings shall be considered to start on the day on which the written proposal for negotiations in accordance with section 45 of said Act is issued. The Act on Co-operation within Undertakings is not part of the collective agreement.

IV VALIDITY

This agreement is valid as a part of the collective agreement.

This document refers to various Acts in Finnish legislation. This document has been translated into English from the Finnish original.

Should any disputes arise in the interpretation of the different language versions, the Finnish version shall prevail.

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