

THE COLLECTIVE AGREEMENT FOR
SENIOR SALARIED EMPLOYEES IN
THE ICT SECTOR

17.2.2020 – 30.11.2021

CONTENTS

SIGNATURE PROTOCOL	1
COLLECTIVE LABOUR AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE ICT SECTOR	9
1 § Application of the Collective Labour Agreement.....	9
2 § Validity of Agreement.....	9
3 § Beginning and Termination of Employment and Changes to Terms of Employment	10
4 § Remuneration.....	11
5 § Regular Working Hours	13
6 § Weekly Days Off	16
7 § Working Hours with Midweek Holidays	16
8 § Rota	17
9 § Daily Breaks	17
10 § Daily Rest Periods.....	17
11 § Weekly rest periods and weekly rest compensation.....	17
12 § Time-Based Pay.....	18
13 § Stand-By Time, Alarm-Based Work, Telephone Assistance and Fault Correction Work from Home.....	18
14 § Telework	19
15 § Travel	19
16 § Annual Holidays and Holiday Bonuses	20
17 § Absence Due to Illness or Accident.....	21
18 § Maternity, Paternity and Parental Leave	22
19 § Medical Examinations	22
20 § Short Temporary Leave of Absence.....	23
21 § Local Agreements	24
22 § Negotiation Protocol for Settlement of Disputes.....	24
23 § Group Life Insurance.....	25
24 § Membership Fees	25
25 § Duty to Maintain Industrial Peace.....	25
GENERAL AGREEMENT / ICT SECTOR	26

**SERVICE SECTOR EMPLOYERS PALTA
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)**

SIGNATURE PROTOCOL

**REVISING THE COLLECTIVE AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN
THE ICT SECTOR**

Date 17 February 2020

Place Service Sector Employers PALTA, Eteläranta 10, Helsinki

Attendees Service Sector Employers' Association PALTA Federation of Professional and Managerial Staff YTN

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1 Validity of the agreement

The collective agreement enters into force on 17 February 2020 and remains valid until 30 November 2021. After 30 November 2021, the agreement shall continue to be in force for one year at a time, unless it is terminated at least two months before the end of the agreement period in writing.

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

2 Wage deal

Year 2020

Negotiations on wage deal and its grounds

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

The objective of local negotiations is to find a wage deal which reflects the circumstances and needs of each company or workplace. The objective of the

wage deal is also to support incentives for wage formulation, fair pay structures and the grading of wages as well as improving productivity at the workplace.

Local wage deal

The local wage deal shall cover the manner of implementation of the wage revisions, their timing and amount. The agreement shall be concluded with the shop steward or, if none has been elected, with the senior salaried employees and in a way that has been mutually agreed. Unless the parties agree that more time is needed, the agreement shall be concluded in writing by 29 February 2020.

Manner of implementation of wage revisions if a local wage deal has not been made

Where a local wage deal cannot be reached, the wages of all senior salaried employees shall be increased no later than on 1 March 2020 or from the beginning of the next pay period thereafter with a general increase of 1.3 per cent.

Information provided to the shop steward

The shop steward has the right to receive, within a reasonable amount of time after the wage increases have been made, a report on the allocation of the wage deal made locally or implemented by the employer. The information provided in the report shall include the number of senior salaried employees, the amount of average wage increase and the total amount of wage increases to senior salaried employees (the salaries of senior salaried employees before and after the increase).

Year 2021

Negotiations on wage deal and its grounds

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

The objective of local negotiations is to find a wage deal which reflects the circumstances and needs of each company or workplace. The objective of the wage deal is also to support incentives for wage formulation, fair pay structures and the grading of wages as well as improving productivity at the workplace.

Local wage deal

The local wage deal shall cover the manner of implementation of the wage revisions, their timing and amount. The agreement shall be concluded with the shop steward or, if none has been elected, with the senior salaried employees, in

a way that has been mutually agreed. Unless the parties agree that more time is needed, the agreement shall be concluded in writing by 15 January 2021.

Manner of implementation of wage revisions if a local wage deal has not been made

Where a local wage deal cannot be reached, the wages of all senior salaried employees shall be increased no later than on 1 February 2021 or from the beginning of the next pay period thereafter with a general increase of 1.2 per cent.

In addition, on 1 February 2021 or from the beginning of the next pay period thereafter, the wages of senior salaried employees shall be increased with a company- or workplace-specific increment of 0.8 per cent of the previous month's monthly salary plus fringe benefits of the senior salaried employees.

The purpose of the company- or workplace-specific increase is to support incentives for wage formulation, fair pay structures and the grading of wages as well as improving productivity at the workplace, supporting the employer's wage policy and correcting potential wage biases.

The professional skills and work performance of senior salaried employees should be the guiding principle in the allocation of personal wage increases.

Information provided to the shop steward

The shop steward has the right to receive, within a reasonable amount of time after the wage increases have been made, a report on the coverage of the wage deal made locally or implemented by the employer. The information provided in the report shall include the number of senior salaried employees, the amount of average wage increase and the total amount of wage increases to senior salaried employees (the salaries of senior salaried employees before and after the increase).

3 Amendments to the collective agreement

3.1 3 § Start and termination of employment as well as changing the terms of employment

The wording in paragraph 3 of section 3 is amended to read as follows:

- 3.** Unless otherwise agreed in the manner referred to in the last item of paragraph 3 below or at the time of dismissal, the employer shall comply with the following periods of notice when terminating an employment contract:

After the employment has continued without interruptions:	Notice period
-maximum of one year	14 days
-more than one year, maximum of 4 years	1 month
-more than 4 years, maximum of 8 years	2 months
-more than 8 years, maximum of 12 years	4 months
-more than 12 years	6 months

Unless otherwise agreed in the manner referred to in the last item of paragraph 3 below or at the time of dismissal, the senior salaried employee shall comply with the following periods of notice when terminating the employment contract:

After the employment has continued without interruptions:	Notice period
- maximum of 5 years	14 days
- more than 5 years	1 month

The employer and senior salaried employee may agree what the notice period shall be. The notice period agreed between the employer and senior salaried employee shall be a maximum of two months and no less than 14 days. Notwithstanding the above, when the notice period is agreed between the employer and senior salaried employee, after the employment has continued without interruptions for more than 8 years, the notice period that the employer must comply with is 4 months, and after the employment has continued without interruptions for more than 12 years, the notice period that the employer must comply with is 6 months.

3.2 5 § Regular working hours

The wording in paragraph 5 of section 5 is amended to read as follows:

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.

A new subheading is added to section 5 and the wording in paragraph 8 is amended to read as follows:

Maximum working hours

8. The adjustment period for maximum working time pursuant to section 18 of the Working Hours Act can be 12 months.

The Protocol on lengthening working time according to the Competitiveness Pact shall be omitted, and 'Derogation from the working time regulations' shall be added as a new heading to section 5, with new paragraphs 9, 10 and 11 added under it as follows:

Derogation from the working time regulations

9. By local agreement

Derogations from the working time regulations laid down in sections 5, 7 and 12 of the collective agreement and from the employment contract can be agreed locally. In all cases, however, the parties must comply with the relevant mandatory provisions laid down in the Working Hours Act. The agreement shall be made between the employer and the shop steward or the senior salaried employees concerned.

When planning the arrangement, the need for the arrangement, the arrangement's usefulness to the company and the parties' working time needs should be discussed; the method of implementation and compensation must be agreed on. If the parties locally agree that work shall fall on a mid-week holiday, unless otherwise agreed, no Sunday work remuneration shall be paid under the Working Hours Act. The purpose of arrangements made by agreeing on them locally is to promote working time solutions that support the company's productivity and competitiveness while taking into account the individual working time needs of senior salaried employees.

10. On employer's order

Notwithstanding the collective agreement and employment contract, in addition to the regular working time agreed on in them, the employer may order each senior salaried employee to work for a maximum of 16 regular working hours per calendar year. The work shall be ordered on the basis of justified production needs. The working time cannot fall on a mid-week holiday or on a Saturday of a week with a mid-week holiday. Basic salary shall be paid on top of the monthly salary for additional regular working hours. For proper and weighty personal reasons, senior salaried employees shall have a case-by-case opportunity to refuse the changes to their working time in accordance with this section.

11. Training and development events

In addition to the regular annual working time, the employer may assign the senior salaried employee additional or complementary training or training relating to equipment, well-being at work or safety necessary for the performance of the work or development sessions aimed at improving productivity, efficiency and quality, organised at the workplace or in another place indicated by the employer, for a maximum of 8 hours per calendar year. Where possible, the personal working time needs of senior salaried employees shall be taken into consideration when ordering them to attend training or development sessions.

The time spent in training or development sessions shall be considered regular working hours that can be required in addition to the regular annual working time agreed on in the collective agreement. Compensation for time spent in training or development events is paid in accordance with the basic salary. Training or development sessions may also be full-day sessions. Training or development sessions cannot be held on a mid-week holiday.

3.3 11 § Weekly free time and weekly rest compensation

Section 11 shall be amended to read as follows:

11 § Weekly rest periods and weekly rest compensation

1. The Working Hours Act applies to weekly rest periods.
2. Senior salaried employees who are temporarily required to work during their weekly rest period shall be compensated for the time spent on work through a reduction in their regular working hours comprising the same number of hours of weekly rest that they did not receive. Unless otherwise agreed, the compensation shall be granted within three months of performing the work in question. With the senior salaried employee's consent, however, the weekly rest compensation can also be paid for hours worked by a remuneration in hourly wages, without any pay increases.
3. 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 timed during the seven-day period whose weekly rest is concerned.
4. Derogations from the aforementioned regulations may be agreed on locally only in the member companies of signatory employers' associations.

3.4 15 § Travel

The tables in section 15 shall be omitted.

3.5 17 § Absence due to an illness or accident

Paragraph 2 of section 17 shall be amended to read as follows:

2. In order to receive pay, the senior salaried employee must 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. The right to sick pay shall be waived if receiving the sickness allowance is prevented due to a reason attributable to the senior salaried employee.

Guidelines for application:

Senior salaried employees are not entitled to sick pay if, for example, they have been asked to deliver a medical certificate for sick leave and fail to do so within a reasonable time.

4 Other issues

4.1 Survival clause

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

The agreement shall be concluded for a maximum period of one year and can be renewed, if necessary, in case the circumstances leading to the conclusion of the agreement still prevail.

4.2 Long-service bonus

The senior salaried employee who has been in continuous employment for 12 years within the company shall receive an additional bonus of EUR 102.22 as of 1 March 2020, and EUR 104.26 as of 1 February 2021.

4.3 Compensation for handling shop steward and health and safety representative tasks

The compensation payable to chief shop steward, shop steward and health and safety representative who undertake these duties in addition to their own duties shall be determined on the basis of the number of senior salaried employees which they represent as follows:

Amounts of compensation as of 1 March 2020:

Number of senior salaried employees	EUR/month
at the previous year's end	
5–9	77
10–24	122
25–50	157
51–100	226
101–200	266
201–400	314
401–600	355
601–	413

Amounts of compensation as of 1 February 2021:

Number of senior salaried employees	EUR/month
at the previous year's end	
5–9	79
10–24	124
25–50	160
51–100	231
101–200	271
201–400	320
401–600	362
601–	421

4.4 Travel

The parties shall clarify the industry's travel practices for senior salaried employees during the agreement period.

4.5 Principle of continuous negotiation

The parties may review the functioning of the agreement during the agreement period, including the working time regulations, 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.

Helsinki, 17 February 2020

SERVICE SECTOR EMPLOYERS PALTA

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COLLECTIVE LABOUR AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE ICT SECTOR

GENERAL PROVISIONS

1 § Application of the Collective Labour Agreement

The provisions of this collective labour agreement apply to all senior salaried employees working in the ICT sector (information, telecommunication and IT sectors, and call and contact centres), employed by the member companies of Service Sector Employers PALTA. The provisions of the agreement also apply to the senior 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.

The position of senior salaried employee requires skills and knowledge equivalent to those obtained through tertiary or post-secondary non-tertiary education.

The tasks of senior salaried employees differ from the tasks indicated in the collective labour agreement for other salaried employees in the ICT sector. The jobs of senior salaried employees are characterised by a relatively high degree of independence and responsibility. In practice, the roles of senior salaried employees entail assisting the company's top management, carrying out middle-management tasks, or utilising expertise requiring specialist knowledge and skills. The presence or lack of formal academic qualifications does not in itself determine whether salaried employees can be considered senior or not.

This agreement does not apply to persons belonging to the management team of a company or its sites or to those who, due to their tasks or position, can be considered to be involved with managing the company or an independent part of the company, or to be carrying out comparable independent work.

2 § Validity of Agreement

This agreement is in force from 17 February 2020 to 31 November 2021, after which it will remain in force for one year at a time unless terminated in writing at the latest two months before its termination.

The provisions of this collective labour agreement apply during negotiations for a new agreement, until a new agreement is reached or when negotiations otherwise come to an end.

3 § Beginning and Termination of Employment and Changes to Terms of Employment

1. Employers have the right to recruit employees and terminate their employment contracts in accordance with labour legislation, and to decide on the employees' management. Employment contracts must be made in writing before work begins.

In recruiting senior salaried employees, the employer must 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 contract, also explaining all matters related to business travel, travel expenses and time-based pay.

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.

Senior salaried employees can be transferred to other jobs while maintaining their status as senior salaried employees. If the transfer would entail a lower salary or diminished benefits for the employee, the employer must have grounds for dismissal and follow the set notice periods.

3. Unless otherwise agreed in the manner referred to in the last item of paragraph 3 below or at the time of dismissal, the employer shall comply with the following periods of notice when terminating an employment contract:

After the employment has continued without interruptions:	Notice period
- maximum of one year	14 days
- more than one year, maximum of 4 years	1 month
- more than 4 years, maximum of 8 year	2 months
- more than 8 years, maximum of 12 years	4 months
- more than 12 years	6 months

Unless otherwise agreed in the manner referred to in the last item of paragraph 3 below or at the time of dismissal, the senior salaried employee shall comply with the following periods of notice when terminating the employment contract:

After the employment has continued without interruptions:	Notice period
- maximum of 5 years	14 days
- more than 5 years	1 month

The employer and senior salaried employee may agree what the notice period shall be. The notice period agreed between the employer and senior salaried employee shall be a maximum of two months and no less than 14 days. Notwithstanding the above, when the notice period is agreed between the employer and senior salaried employee, after the employment has continued without interruptions for more than 8 years, the notice period that the employer must comply with is 4 months, and after the employment has continued without interruptions for more than 12 years, the notice period that the employer must comply with is 6 months.

4. The presence of senior salaried employees pursuant to the employer's obligation to re-employ, or the provisions of the collective labour agreement regarding the order of selection for workforce reduction, do not limit the company's right to recruit trainees or employees aged under 18.
5. The employer can be exempted from the obligation to re-employ a senior salaried employee as referred to in Chapter 6, Section 6 of the Employment Contracts Act by an agreement between the employer and the employee. Such an agreement can be made separately in writing at the time of the dismissal or termination of the employment contract and will take into account any measures taken by the employer to enhance the employee's employability elsewhere. If a chief shop steward has been elected in the company, the introduction of agreements regarding re-employment must be agreed on locally between the employer and the chief shop steward.

6. Layoff

Grounds for layoff

The grounds for layoff are as specified in paragraphs 1–3 of Chapter 5, Section 2 of the Employment Contracts Act. The layoff notification period is at least 14 days. It is not necessary to present an advance explanation of the grounds for layoff.

Local Agreements

Local agreements can be made on layoffs and their grounds in accordance with Section 20 of the collective labour agreement. Procedures related to the transfer and cancellation of layoff are agreed on locally.

4 § Remuneration

1. The salaries of senior salaried employees are set individually in employment contracts, taking into account the demands of the job and the employee's education and competence.

Remuneration Policy

2. Each company must set a remuneration policy applicable to its staff. The employer and employee federations recommend that the remuneration policy should aim to reward employees according to the demands of their jobs and to their performance, and to improve the company's efficiency and profitability; and that the remuneration policy should be wholly or partly based on the following principles.

The remuneration policy should:

- support the fulfilment of the company's business goals and aim to improve efficiency, profitability and competitiveness;
- take into account the demands and responsibilities of the individual's tasks, rewarding the individual's competence and performance and encouraging professional development;

- be clear, far-reaching and consistent, but flexible enough to be modified if necessary, to adapt to changes in the company's operating conditions or business goals.

The success of a remuneration policy hinges on negotiation between senior salaried employees and their managers. Managers and senior employees must also discuss the manner in which senior salaried employees are to carry out their duties and the consequences of this on their salaries. If the principles of the remuneration policy have been set by the company in collaboration with a representative of the senior salaried employees, local exemptions to the pay rises agreed at employer and employee federation level can also be made.

Calculation of Hourly Rates

3. When calculating time-based pay and other compensation, the sum of the monthly salary (monetary remuneration plus any fringe benefits and commissions) 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.

Part-Time Pay

4. 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 fringe benefits (at their taxable value) and commissions.

Monthly and weekly working hours

2020	workdays/month	37,5 work hours/week	40 work hours/ 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/month	37,5 work hours/week	40 work hours/ 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

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

Merit Pay and Profit-Sharing

5. The employer may supplement the compensation set in the collective labour agreement with merit 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 pay and profit-sharing schemes must be discussed in negotiations between the employer and employee. The guidelines of the Finnish Centre for Pensions as applicable from time to time must be applied to monetary profit-sharing and profit distribution.

Merit 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 wages, supplements or compensation determined in the collective labour agreement. The pay rise provisions of the collective labour agreement do not apply to merit pay and profit-sharing bonuses.

5 § Regular Working Hours

1. The productivity and success of companies and the possibility to offer jobs depends on appropriate working time arrangements. In agreeing locally on the organisation of working time attention should be paid to the seasonal nature of work, attribution of working hours within the day or week, length of the work shifts and average balancing of working time.
2. Regular working hours for daytime and two-shift work are a maximum of 7.5 hours per day and 37.5 hours per week, unless it is agreed with the senior salaried employee that they should be a maximum of 8 hours per day and 40 hours per week, or unless different regular working hours are agreed with the senior salaried employee.

Local Agreements

3. Local agreements on working hours can provide that the maximum for regular working hours per day is 12 hours. The working hours must 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 a senior salaried employee's contract is terminated during the balancing period, the hours above or below regular working hours will be added to or deducted from the final salary in accordance with the base pay.

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 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 flexitime arrangements, as well as working hour reduction leave as specified below in point 6 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.

Workweeks and Workdays

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

Working Hour Reductions

7. 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 labour agreement are deducted from this leave total.

Working hour reductions are accumulated in calendar months in which the 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 labour agreement negotiations or meetings of task forces agreed in the collective labour agreement. Months such as those specified above accumulate a proportionate amount of working hour reductions.

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 must 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.

If after agreeing a holiday the 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 will be moved to a later date.

At the termination of an employee's contract, any untaken leave to which the employee is entitled will be compensated in accordance with the part-time pay for the month during which the contract terminates. Compensation will only be paid for full workdays.

8. The adjustment period for maximum working time pursuant to section 18 of the Working Hours Act can be 12 months.

Derogation from the working time regulations

9. By local agreement

Derogations from the working time regulations laid down in sections 5, 7 and 12 of the collective agreement and from the employment contract can be agreed locally. In all cases, however, the parties must comply with the relevant mandatory provisions laid down in the Working Hours Act. The agreement shall be made between the employer and the shop steward or the senior salaried employees concerned.

When planning the arrangement, the need for the arrangement, the arrangement's usefulness to the company and the parties' working time needs should be discussed; the method of implementation and compensation must be agreed on. If the parties locally agree that work shall fall on a mid-week holiday, unless otherwise agreed, no Sunday work remuneration shall be paid under the Working Hours Act. The purpose of arrangements made by agreeing on them locally is to promote working time solutions that support the company's productivity and competitiveness while taking into account the individual working time needs of senior salaried employees.

10. On employer's order

Notwithstanding the collective agreement and employment contract, in addition to the regular working time agreed on in them, the employer may order each senior salaried employee to work for a maximum of 16 regular working hours per calendar year. The work shall be ordered on the basis of justified production needs. The working time cannot fall on a mid-week holiday or on a Saturday of a week with a mid-week holiday. Basic salary shall be paid on top of the monthly salary for additional regular working hours. For proper and weighty personal reasons, senior salaried employees shall have a case-by-case opportunity to refuse the changes to their working time in accordance with this section.

11. Training and development events

In addition to the regular annual working time, the employer may assign the senior salaried employee additional or complementary training or training relating to equipment, well-being at work or safety necessary for the performance of the work or development sessions aimed at improving productivity, efficiency and quality, organised at the workplace or in another place indicated by the employer, for a maximum of 8 hours per calendar year. Where possible, the personal working time needs of senior salaried employees shall be taken into consideration when ordering them to attend training or development sessions.

The time spent in training or development sessions shall be considered regular working hours that can be required in addition to the regular annual working time agreed on in the collective agreement. Compensation for time spent in training or development events is paid in accordance with the basic salary. Training or development sessions may also be full-day sessions. Training or development sessions cannot be held on a mid-week holiday.

6 § Weekly Days Off

All employees are granted two days off per week, usually Saturday and Sunday. If the company's operations continue through the weekend, days off must 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 must work on one of these holidays, the lost holiday must be compensated for with a holiday during regular working hours or in another suitable way which has been mutually agreed.

Workday lengths of certain weeks with midweek holidays in 2020-2021

Year 2020

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

Year 2021

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

8 § Rota

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

Local agreements can be made regarding the provisions of this section and rota provisions of Section 35 of the Working Hours Act.

9 § Daily Breaks

If the regular workday is longer than six hours, the daily lunch break must be at least thirty minutes, or the senior salaried employee must be allowed a chance to have a meal during working hours. If the regular workday exceeds ten hours, the senior salaried 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 set out in the Working Hours Act. Local exceptions to these rest periods can be made by local agreement in the member companies of the signatory employers' federation.

11 § Weekly rest periods and weekly rest compensation

1. The Working Hours Act applies to weekly rest periods.
2. Senior salaried employees who are temporarily required to work during their weekly rest period shall be compensated for the time spent on work through a reduction in their regular working hours comprising the same number of hours of weekly rest that they did not receive. Unless otherwise agreed, the compensation shall be granted within three months of performing the work in question. With the senior salaried employee's consent, however, the weekly rest compensation can also be paid for hours worked by a remuneration in hourly wages, without any pay increases.

3. 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 timed during the seven-day period whose weekly rest is concerned.
4. Derogations from the aforementioned regulations may be agreed on locally only in the member companies of signatory employers' associations.

12 § Time-Based Pay

1. Agreements on time-based pay can be made between the company and senior salaried employees in the ways described below. If it is agreed with a senior salaried employee that time-based pay is to be taken into account in salary calculations, the agreement may need to specify how this is done.
2. It can be agreed with the senior salaried employee individually whether compensation for additional work, overtime and Sunday work is provided in monetary form as described in the Working Hours Act, in the form of free time as described in the Working Hours Act, or by a separate fixed pay rate based on the duration of the work. The sum of the fixed pay must be revised together with the employee when the employee's job description changes. The abovementioned time-based compensation can also be included in the calculation of salary by mutual agreement with the employee.

13 § Stand-By Time, Alarm-Based Work, Telephone Assistance and Fault Correction Work from Home

Stand-By Time

1. Compensation equivalent to 50% is paid for confined stand-by time. Confined stand-by implies that the employee must be ready for work at home or in its immediate vicinity. Stand-by time compensation is paid for a minimum of four hours.

Compensation equivalent to 30% of the 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, must be reachable within a reasonable time, and must 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

2. If a senior 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 + 100 per cent until the beginning of the next shift. This includes any applicable overtime pay.

Telephone Assistance and Fault Correction Work from Home

3. For any appropriate fault correction assistance, other instructions or actual fault correction work provided by telephone from home, employees will 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 will 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.
4. 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.
5. Unless otherwise agreed locally, travel time is included as work time for stand-by and alarm-based work.

14 § Telework

The principles regarding telework shall be discussed with the chief shop steward.

15 § Travel

1. Senior salaried employees must undertake the business travel required for their work. The journeys shall be made in an appropriate way as specified by the employer so as to ensure that no more time is spent or no more costs are caused than are necessarily required for completing the tasks in question. 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 legal provisions set out by the tax authorities regarding tax-free monetary or hourly travel expense compensation for daily allowances nationally and abroad, meal allowances, overnight travel allowances and mileage allowances as applicable from time to time will apply to all business travel. The maximum amounts stated in the State Travel Regulations will apply to hotel compensation.

If the employee has to find accommodation during the trip, accommodation expenses will 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.

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

4. Meal allowances are paid according to guidelines issued by the tax authorities. Meal allowances are not paid if the employee is offered a meal benefit in accordance with the employer's taxable values.
5. Local agreements can be made on travel expense compensation unless it is agreed with the senior salaried employee that travel outside regular working hours forms a part of the employee's normal work routine and is observed in salary calculations.
6. Instead of the abovementioned daily and meal allowances, the employer and employee may agree on a separate fixed compensation paid with the monthly salary.
7. 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 labour agreement.
8. Local agreements can be made on daily allowances for secondments, taking into account local conditions and other arrangements made by the employer.
9. Exceptions to this Section can be made by local agreement.

16 § Annual Holidays and Holiday Bonuses

1. Annual holidays must be granted according to law.

In determining the length of the annual holiday, the continuous duration of service 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 contract continues immediately after the end of the studies.

Local exceptions to the holiday season as specified in the Annual Holidays Act can be made by local agreement with the chief shop steward.

2. Annual holiday pay is paid on the company's regulatory paydays, unless otherwise agreed locally.
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 senior 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. I.e. a holiday bonus equivalent to 24 days of holiday results in 12 days of paid leave, unless otherwise agreed locally.

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

Exceptions to holiday bonuses can be made by local agreement.

4. Exceptions to accumulated holiday provisions can be made by local agreement.
5. Unless otherwise agreed, due holiday bonuses or pay for agreed untaken holiday must be paid at the latest on the last day of the employment contract.

For monthly paid senior employees, holiday pay is calculated at the end of the employment contract by dividing daily salaries by 25.

6. If the employer or senior salaried employee so wishes, untaken agreed holiday from the previous holiday credit year can be included in notice periods that fall during the holiday season (2 May–30 September).

17 § Absence Due to Illness or Accident

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

**duration of continuous service
at the time of illness**

- less than one month
- more than 1 month, less than 1 year
- more than 1 year, 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 senior salaried employee must 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. The right to sick pay shall be waived if receiving the sickness allowance is prevented due to a reason attributable to the senior salaried employee.

Guidelines for application:

Senior salaried employees are not entitled to sick pay if, for example, they have been asked to deliver a medical certificate for sick leave and fail to do so within a reasonable time.

3. Senior salaried employees must inform the employer of their incapacity or disability immediately, giving an estimate of its duration. If the employer so requires, the incapacity must 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.

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

4. If the senior 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 sick leave 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 must pay the employee compensation for one day's waiting time, in accordance with paragraph 2 of Section 19 of the Health Insurance Act.

18 § Maternity, Paternity and Parental Leave

Senior 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, senior salaried employees receive three months' pay. In order to receive pay during the leave, the employee must have been employed by the company for at least six months prior to giving birth, and the employee must 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 a senior employee adopts an under-school-age child, the adoptive mother will, on the same conditions as above, receive immediate paid leave for three months, which is comparable to maternity leave. Parental leave is unpaid.

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

Senior 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 senior salaried employees described in this section take priority over temporary employees in filling these positions.

19 § Medical Examinations

Statutory Medical Examinations

1. Senior 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 will cover the cost of essential expenses related to travel to and from such examinations and any re-examinations which may be required and will grant the senior salaried employee daily allowance in accordance with Section 19 if the examinations are conducted in a distant location.

Other Medical Examinations

2. Senior 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 must provide a certificate to prove the urgency of care.

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

20 § Short Temporary Leave of Absence

1. If a senior salaried employee's child aged under 10 or a child aged under 10 living permanently in the same household with him or her suddenly becomes ill, the employee living in the same household with the child will receive temporary paid leave for a maximum of four workdays for arranging the child's care or for taking care of the child. An employee who is the parent of the child but does not live in the same household with the child has the same right. Eligibility for paid leave requires that both parents are gainfully employed or that the employee is a single parent and that a report on the child's illness similar to that required on the employee's own illness is provided.

Brief, temporary leave of absence (*usually 1–2 days*) granted to senior salaried employees due to the sudden illness or death of a near relative is not deducted from the employees' pay.

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

2. The monthly salary of senior salaried employees employed in municipal positions of trust is reduced so that the reduced salary plus the compensation for loss of earnings received from the public body add up to the regular monthly salary.
3. Senior 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.
4. Senior 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.
5. Senior salaried employees who are members of the decision-making bodies of the signatory federations or their central organisations must be allowed the opportunity to participate during working hours in meetings of the decision-making bodies of the federation or organisation where collective labour agreement negotiations are conducted.
6. Senior salaried employees will also be granted fully paid leave for their fiftieth and sixtieth birthdays, if they fall on a workday.

21 § Local Agreements

1. The local agreements indicated in the collective labour agreement can be made between the employer and a senior salaried employee, or between the employer and the shop steward. An agreement made by the shop steward is binding on all the senior 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 must be made in writing if either party requires it. Any agreements with a validity of more than two weeks must be made in writing.
3. Local agreements form a part of the collective labour agreement. They are applicable even after the collective labour agreement terminates, if they are still valid at that time.

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

22 § Negotiation Protocol for Settlement of Disputes

Any matters related to employment contracts should primarily be discussed between the employee and his/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 federations. All discussions must be documented as minutes signed

by the parties, which explain the matter in dispute and each party's views, with reasons. If the federations' negotiations do not produce a result, matters related to the interpretation of the collective labour agreement can be put forward to an industrial tribunal, or the parties can agree to have the matter resolved by a court of arbitration.

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

23 § Group Life Insurance

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

24 § Membership Fees

With the senior salaried employee's permission, the employer will deduct from the senior salaried employee's salary in each salary payment period the membership fees for YTN's member associations and transfer them to the bank account of the association in question.

25 § Duty to Maintain Industrial Peace

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

The signatory federations and their affiliated associations must ensure that their members, whether they be associations, employers or senior employees, do not initiate industrial action or otherwise violate the collective labour agreement.

Before any political or sympathetic industrial action is taken, the state conciliator, the employers' federation and the Federation of Professional and Managerial Staff must be informed by at least four days' notice. The notification must explain the reasons for the industrial action, its planned starting time and its extent.

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto

Kaj Schmidt

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

Teemu Hankamäki

Kosti Hyyppä

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 must be adjusted to correspond to the new size and structure according to the principles of this agreement.

2. Notifications

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

3. Deputies

The provisions of this agreement will 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 senior salaried employees associated with the signatory association, bound by this collective labour agreement and employed by the company.

The task of the shop steward is to function as the representative of the employees and their organisations in matters relating to the application of the collective agreement and employment legislation, and, in general, in questions relating to the relationship between the employer and employee. In addition, the shop steward shall promote the cooperation between the company and its staff and build the capacity for local bargaining.

2. Election of Shop Stewards

The senior salaried employees employed by the company as specified above who are members in the signatory association of this collective labour agreement have the right to appoint from among themselves a chief shop steward and a deputy.

The appointment of other shop stewards is agreed locally. The scope of authority of elected shop stewards must be appropriate and sufficiently broad to allow for the handling of matters according to the negotiation protocol.

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

Only senior salaried 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 senior 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. Position of Shop Stewards and Health and Safety Representatives

In terms of their employment contract, the chief shop steward, shop steward and health and safety representative are in a similar position in relation to the employer, irrespective of whether they carry out their representation duties in addition to their own work tasks or whether they have been released from their work obligations wholly or partly. The representatives must observe general terms of employment, working hours and orders given by supervisors as well as other administrative regulations.

5. Travel Expenses

If the chief shop steward, shop steward or health and safety representative whose scope of authority so requires, as agreed with the employer or at the employer's request, travels to a location outside their workplace for carrying out negotiations included in their representation duties or for conducting other tasks relating to these, the employer will cover the travel expenses in accordance with the travel expense compensations applicable in the company at the relevant time.

6. Release from Work Obligations

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

In assessing the need to release the shop steward from work, attention shall be paid to the number of senior salaried employees belonging to this staff group, the nature of production and activity and the amount of tasks.

7. Premises

The employer must 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 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 will receive the generally applicable fringe benefits of a telephone, internet connection and email. Practical arrangements are agreed on locally.

8. 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 conducting these duties in addition to their own work tasks is determined on the basis of the number of senior salaried employees they represent, as follows:

Amounts of compensation as of 1 March 2020:

Number of senior salaried employees	EUR/month
at the previous year's end	
5–9	77
10–24	122
25–50	157
51–100	226
101–200	266
201–400	314
401–600	355
601–	413

Amounts of compensation as of 1 February 2021:

Number of senior salaried employees	EUR/month
at the previous year's end	
5–9	79
10–24	124
25–50	160
51–100	231
101–200	271
201–400	320
401–600	362
601–	421

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

In corporations chief shop stewards and negotiating chief shop stewards will be paid compensation on the basis of the number of senior salaried employees they represent.

9. Salary and Transfer Protection

Opportunities for chief shop stewards, shop stewards and health and safety representatives to develop and progress professionally must 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.

Chief shop stewards, shop stewards and health and safety representatives who represent more than five senior salaried employees may not without their consent be transferred to such travel-incurring or shift work that would essentially hinder the completion of their representational duties.

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

10. Maintenance of Professional Competence

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

11. Transfer of Business

Chief shop stewards, shop stewards and health and safety representatives will keep their positions in 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 their term finishes, but at least 6 months.

The chief shop steward and shop steward transfer [to the new business] only if all the employees represented by them transfer or the transfer is agreed with the shop steward in question or the company handing over the business is unable to offer the shop steward work which corresponds with his or her professional competence.

12. Financial and Production-Related Grounds for Dismissal

If the company is temporarily 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 temporarily laid off unless the company's

operations are discontinued completely with regard to the senior salaried employees they represent. Exemption can be made from this rule if the chief shop steward of health and safety representative and the employer mutually agree that the chief shop steward or health and safety representative cannot be offered work that corresponds to his or her profession or is otherwise suitable.

A shop steward's employment contract can only be terminated when his or her work ends completely and no other work that corresponds to his or her professional competence is available.

13. Individual Protection

Chief shop stewards, shop stewards and health and safety representatives may not be dismissed for reasons dependent on their own actions without approval from a majority of the senior salaried employees they represent, as stipulated in 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 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 must pay the chief shop steward or health and safety representative a sum equivalent to one month's pay, in addition to any other applicable compensation.

If an employer terminates the contract of a deputy chief shop steward or lays off him or her while he or she is not acting as a substitute for the chief shop steward or does not otherwise have the position of chief shop steward, the dismissal or layoff is considered to be due to the senior salaried employee's position of trust, unless the employer can show it had other grounds.

14. Candidate Protection

The above employment contract protection regulations also apply to candidates for chief shop steward or shop steward put forward by the association or by the senior salaried employees, of whose candidacy the employer has been informed 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 or health and safety representative who is to be elected, and ceases when the results of the election are announced.

15. 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.

16. 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 must pay them compensation equivalent to between 10 and 30 months' pay.

17. Information Provided to Shop Stewards

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 must 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 once a year a list of the surnames and first names, employment contract start dates and departments or other units of the senior salaried employees within the scope of their authority. The chief shop steward and shop steward will also be provided with information on new senior salaried employees, on request. The chief shop steward and shop steward are provided with the information in writing, on request.

The chief shop steward of the company is provided with the average monthly salary data of the senior salaried employees in the scope of his/her authority, collated by salary group and sex. The information is provided based on October'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 have the right to see a list of the emergency work and overtime done by the senior salaried employees within the scope of their authority, compiled in accordance with the Working Hours Act.

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

Use of External Workforce:

The employer must inform the chief shop steward in advance of any external workforce being used to supplement the work of the company's senior salaried employees.

Short-term use of external workforce may be exempted from this and can be reported afterwards.

The use of external workforce should be arranged so that the company's regular workforce does not need to be reduced or laid off.

18. Meetings

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

19. 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.

III. TRAINING

1. Professional Training

Unless otherwise agreed, the following provisions will apply:

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

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

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 shop stewards, the deputy shop stewards and the representatives of senior 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 employee and employer associations, unless this significantly hinders the company's operations. The employer must be notified of participation in such training at the earliest possible time. The employer must make any objections known 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 the chief shop steward should be agreed locally.

During training, the employer will 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 central organisations must be paid for each paid course day.

The chairmen of the signatory associations' member associations will 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 must be paid for each paid course day.

The employer will 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 labour agreement.

Annex, not a part of the collective agreement

The employer and employee associations encourage the companies to use modern working time arrangements which boost productivity. To this end, Palta and YTN have drafted together these guidelines on telework which the companies can use, if they so desire.

CONSIDERATIONS TO BE TAKEN INTO ACCOUNT IN TELEWORKING

1. Definition of telework/

Telework is a way of organising and doing work. Main characteristics of telework are that work which could be done at the employer's premises is done outside the actual working place and that this work is done with the help of IT. Telework is governed by employment relations.

Examples of telework include:

- working at home or outside the employer's premises (eg. business trips or training of senior salaried employees) either full-time or part-time with the help of a computer/PC
- working in hubs/co-working space (place where employees from several companies work simultaneously outside employers' premises using IT).

2. Voluntary nature of telework

Telework is voluntary and subject to the employer's approval. The employer and employee may agree on teleworking any time during the employment relation. The company may introduce guidelines on telework (information security, work equipment, travelling, occupational safety and health etc.) applying to all employees where the employer and employee may agree on the work to be done, its time and duration.

When telework is done on a regular basis, it is recommendable to agree on the notice period to be followed in giving up telework.

3. Terms of employment in telework

Telework is governed by applicable legislation, collective agreement and company guidelines.

Clear objectives and timetables should be set for telework. The work load and objectives are the same as for corresponding senior salaried employees working at the employer's premises. In introducing telework the definition of work output and the follow-up of the output should be discussed.

4. Information security

The provisions on information security are mainly the same as applied to employees working at the employer's premises. To guarantee the aspects relating to information security the directives and policy on the company's information security shall be observed. Special attention should be paid to the confidential and internal information and ensure that this information shall not be accessible to external parties.

5. Work equipment

The employer shall provide the work equipment and is responsible for their installation and maintenance. The teleworker is required to take care of the equipment and inform the employer in case there are defects or deficiencies in the equipment.

The practices regarding to the taxation of office space, ICT and use of own work equipment should be checked beforehand with the tax authorities.

6. Occupational health and safety

The provisions regarding health and safety apply also in telework.

In occupational health and safety specific circumstances of telework should be taken into account and the teleworker should be informed of the practices in occupational health and safety.

In agreeing on telework attention should be paid among others to the following:

- Which are the specific drawbacks and challenges to health and safety and how these could be removed or diminished
- How the employer can check the work environment and work equipment
- The obligations of the teleworker to report on problems in the work environment.

The extent of the insurance coverage should be examined before starting telework.

palta

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