

THE COLLECTIVE AGREEMENT FOR  
SENIOR SALARIED EMPLOYEES IN  
THE ICT SECTOR

11.1.2022 – 30.11.2023

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

**Date** 11 January 2022

**Place** Service Sector Employers' Association Palta, Eteläranta 10, Helsinki

**Attendees** Service Sector Employers' Association Palta  
Viivi Väistö  
Heidi Aho

Federation of Professional and Managerial Staff YTN  
Kosti Hyyppä  
Petteri Oksa  
Maritta Jalo

## **1 Validity of the agreement**

The collective agreement enters into force on 11 January 2022 and remains valid until 30 November 2023. However, if the parties fail to reach an agreement on the salary increases for 2023 by 31 October 2022, the collective agreement may be terminated with effect on 30 November 2022. Until the new collective agreement's entry into force, the stipulations of the previous agreement shall be followed.

After 30 November 2023, 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 2022*

*Wage deal negotiations and the 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 wage deal should support incentives for wage formulation, fair pay structures and the staggering of wage rates 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 28 February 2022.

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

If no local wage deal can be achieved, the 2022 wage revisions shall be implemented by using either of the methods below (A or B). The method of implementing the wage revision (A or B) shall be agreed with the shop steward or, if no shop steward has been selected, with senior salaried employees in the manner they have agreed together. If no agreement can be reached, the employer shall implement the wage revision in accordance with option A.

#### **Option A**

The wages of all senior salaried employees shall be increased no later than on 1 March 2022 or from the beginning of the next pay period thereafter with a general increase of 0.9 per cent. If, for example, for technical reasons or due to the pay rise allocation process, wage increases cannot be paid as of 1 March 2022, the increase can be paid retroactively.

In addition, on 1 March 2022 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 0.9 per cent of the February 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 staggering of wage rates 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.

#### **Option B**

The employer shall implement, in accordance with the pay policy observed within the company, a wage deal by 1 March 2022 at the latest or beginning on the start of the pay period closest to it.

The purpose of the wage revision is to support incentives for wage formulation, fair pay structures and the staggering of wage rates as well as improving productivity at the workplace, supporting the employer's wage policy and correcting potential wage biases.

A senior salaried employee shall have it explained to them the amount of and grounds for their personal wage revision within two months after the

implementation of the wage revision; however, by 30 June 2022 at the latest. The explanation shall be delivered to each senior salaried employee, regardless of whether the senior salaried employee has received an increase.

#### *Information provided to shop stewards*

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).

#### *Year 2023*

The 2023 wage revisions shall be implemented in a manner similar to the 2022 wage revisions. The primary method for implementing the wage revisions is a local wage deal. The cost-related effect of the secondary wage deal (A or B) and its possible distribution shall be agreed in negotiations between the parties by the end of October 2022.

During September–October, the contracting parties will examine the implementation of the wage model and the economic and employment prospects that can be assessed in the ICT sector. Based on the assessment, the parties shall negotiate by 31 October 2022 on the level and structure of the wage increases to be implemented on 1 March 2023 or from the beginning of the next pay period. In the same context, the prerequisites for continuing the agreement period beyond 30 November 2023 can be examined.

If consensus on the amount of the wage revision pursuant to the secondary wage deal to be implemented on 1 March 2023 cannot be reached by 31 October 2022, both parties are entitled to terminate this agreement and to end on 30 November 2022. The notification of termination must be submitted in writing no later than 31 October 2022 to the other contracting party.

### **3 Amendments to the collective agreement**

#### **3.1. Section 3 Start and termination of employment as well as changing the terms of employment**

A new third paragraph is added under Section 3(6):

##### Cooperation procedure

When the employer considers laying off one or more salaried employees for a maximum of 90 days, the negotiation period in accordance with section 23 of the Act on Co-operation within Undertakings (1333/2021) shall be considered to start on the day on which the written proposal for negotiations in accordance with Section 19 of said

Act is issued. The Act on Co-operation within Undertakings is not part of the collective agreement.

### **3.2. Section 5 Regular working hours**

In Section 5(5), the following shall be added to the minutes:

Minuted note: The parties acknowledge that senior salaried employees are also obliged to monitor the accumulation of working hours. If a senior salaried employee is close to exceeding the maximum accumulation of working hours, the parties recommend that the employer and the senior salaried employee discuss the accumulation of working hours. The discussion can cover the work situation of the senior salaried employee and the accumulation of working hours, and how to ensure that the accumulations of flexible working hours remain within the limits of the maximum and minimum accumulations.

In Section 5, a new subsection 6 is added and the numbering is changed accordingly:

The flexiwork adjustment period is 26 weeks.

### **3.3. Section 15 Travel**

Section 15(7) is amended as follows:

No per diem allowances are paid for seminars, conferences and training events aboard cruise ships, unless otherwise agreed.

### **3.4. Appendix, Matters to be taken into account in remote work**

In the Appendix, a new second paragraph is added:

The parties encourage the local parties to discuss the practices for remote work and how to develop them. The discussion can also cover matters related to working hours arrangements, occupational health and safety aspects and insurance cover for remote work.

## **4 Other matters**

### **4.1. Working group on family leave reform**

The federations will set up a working group to examine the effects of the family leave reform on the collective agreement. The working group will monitor the progress of the

family leave reform and collectively assess the changes that the reform may cause in the development of working conditions in a cost-neutral way.

#### **4.2. Working group on dialogue and local bargaining in the Act on Co-operation within Undertakings**

The parties recognise the importance of promoting a genuine dialogue between the employer and the staff in the organisation of dialogue under the new Act on Co-operation within Undertakings. The federations will set up a working group for the term of the agreement, which will examine the collective agreement development needs caused by the reform of the Co-operation Act. During the agreement period, the parties will monitor the experiences gained from the dialogue and assess the development needs of local bargaining related to Chapter 2 of the Co-operation Act.

#### **4.3. Survival clause**

If the company is facing exceptional economic difficulties which might lead to the need to diminish the workforce, the employer and the chief shop steward can agree locally about derogating from the provisions of the collective agreement on the basis of change in 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.

The agreement shall be made for a maximum period of one year, and it can be renewed as needed if the circumstances relating to its introduction are still valid.

#### **4.4. Years of service bonus**

The supplemental wage paid to senior salaried employees whose employment has lasted without interruptions for 12 years shall be EUR 104.26 as of 1 February 2021, and EUR 106.14 as of 1 March 2022.

#### **4.5. Compensation for handling shop steward and occupational health and safety representative tasks**

The amount of compensation paid to the chief shop steward, shop steward and occupational health and safety representative who handle their respective tasks alongside work shall be determined on the basis of the number of senior salaried employees they represent as follows:

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

Amounts of compensation as of 1 March 2022:

Number of senior salaried employees	EUR/month
at the previous year's end	
5–9	80
10–24	126
25–50	163
51–100	235
101–200	276
201–400	326
401–600	369
601–	429

#### **4.6. 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, 11 January 2022

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto

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FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

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# COLLECTIVE AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE ICT SECTOR

## GENERAL PROVISIONS

### Section 1 Scope of application of the collective agreement

The provisions of this collective agreement apply to senior salaried employees of the member companies of Service Sector Employers Palta working in the ICT sector (information, communications and information technology sectors, and call and contact centers). The provisions of the agreement shall also apply to senior salaried employees of member undertakings which build and maintain services and infrastructure in these or similar sectors or which carry out comparable activities.

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 in nature from those referred to in the collective agreement of 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 shall not apply to any person who is a member of the management of the undertaking or of its establishment or who, by virtue of his or her functions or status, is to be regarded as a member of the management of the undertaking or of an autonomous part thereof, or in a similar independent position.

### Section 2 Validity of the agreement

This agreement shall be valid from 11 January 2022 to 30 November 2023 and thereafter one year at a time, unless the agreement is terminated in writing no later than two months before its expiry.

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.

### Section 3 Start and termination of employment and changing the terms of employment

1. The employer has the right to enter into an employment relationship and terminate the employment relationship in accordance with labour law, as well as to assign the management of work. The employment contract is made in writing before the start of the work.

When recruiting, the employer shall inform the senior salaried employee of the name and contact details of the shop steward and occupational health and safety representative, as well as of other necessary matters related to the employment relationship and clarify matters related to travel, travel expenses and working time compensation.

2. The terms and conditions of employment may be changed if agreed. If no agreement is reached, the employer may implement the change if there are grounds for termination. In such cases, periods of notice shall apply.

A senior salaried employee may, while retaining their seniority, be transferred to another post. However, if this is to be detrimental to the employer's interests, the employer must have grounds for dismissal and comply with the period of notice.

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

<b>After the employment has continued without interruptions: period</b>	<b>Notice</b>
- 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 paragraph of Section 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:

<b>After the employment has continued without interruptions period</b>	<b>Notice</b>
- 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 period of notice 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 period of notice is agreed between the employer and senior salaried employee, after the employment has continued without interruptions for more than 8 years, the period of notice that the employer must comply with is 4 months, and after the employment has continued without interruptions for more than 12 years, the period of notice that the employer must comply with is 6 months.

4. Dismissed senior salaried employees subject to the company's readmission obligation or the provisions of the collective agreement on the order in which the workforce is reduced shall be without prejudice to the conclusion of an employment contract with persons under the age of 18 or with trainees.

5. The readmission of a senior salaried employee in accordance with Chapter 6, Section 6 of the Employment Contracts Act may be waived by agreement between the employer and the senior salaried employee. Such an agreement can be made separately in writing 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 senior salaried employee's employability elsewhere. In companies with a chief shop steward, the introduction of agreements regarding re-employment shall be agreed on locally between the employer and the chief shop steward.

6. Lay-off

### **Grounds for lay-off**

The grounds for lay-off are in accordance with Chapter 5, Section 2(1–3) of the Employment Contracts Act.

The period of notice for lay-offs shall be 14 days or more. There is no obligation to provide an advance explanation on a lay-off.

### **Local bargaining**

Different terms of lay-off and grounds thereof may locally agreed in accordance with Section 20 of the collective agreement. Local arrangements shall be agreed upon in the event of the postponement or suspension of the lay-off.

### **Cooperation procedure**

When the employer considers laying off one or more salaried employees for a maximum of 90 days, the negotiation period in accordance with section 23 of the Act on Co-operation within Undertakings (1333/2021) shall be considered to start on the day on which the written proposal for negotiations in accordance with Section 19 of said Act is issued. The Act on Co-operation within Undertakings is not part of the collective agreement.

## **Section 4 Pay**

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

### **Pay policy**

2. The company determines the pay policy applicable to employees. The federations recommend that the pay policy aimed at staggering wages according to the job requirement level and at rewarding work performance, as well as at improving the efficiency and profitability of the company, be based, in whole or in part, on the following principles.

#### **Pay policy:**

- Supports the realisation of the company's business idea and the development of efficiency, profitability and competitiveness;

- Takes into account the complexity and responsibility of the individual's work and rewards competence and work performance and encourages professional development;
- Is clear, long-term and consistent, but can be flexibly changed if required by the operating conditions or business idea of the company.

A prerequisite for the success of the pay policy is that its principles are discussed between the supervisor and the senior salaried employee. The supervisor and the senior salaried employee must also discuss the implementation of the work tasks and the impact this has on the salary. If the company has agreed with the representative of the senior salaried employees on the principles to be followed in the pay policy, salary increases may also be agreed upon in a way that is different from that agreed at the federation level.

### **Calculation of hourly wages**

3. For the calculation of compensation for working hours and other compensations, the figure 158 is used as the dividing factor for monthly wages and salaries (monetary wages and possible benefits in kind and commissions) when the regular working hours are 37.5 hours per week, and the figure 160 is used when the regular working hours are 40 hours per week. For other numbers of regular working hours, the average number of hours worked per month is used as the divisor for regular work.

### **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. Absence may also be compensated for by an equivalent number of working hours. The concept of monthly wages and salaries includes cash salaries as well as possible benefits in kind (taxable amount) and commissions.

## Monthly and weekly working hours

<b>2022</b>	<b>working days/month</b>	<b>working hours 37.5 h/week</b>	<b>working hours 40 h/week</b>
January	20	150	160
February	20	150	160
March	23	172.5	184
April	19	142.5	152
May	21	157.5	168
June	21	157.5	168
July	21	157.5	168
August	23	172.5	184
September	22	165	176
October	21	157.5	168
November	22	165	176
December	20	150	160

<b>2023</b>	<b>working days/month</b>	<b>working hours 37.5 h/week</b>	<b>working hours 40 h/week</b>
January	21	157.5	168
February	20	150	160
March	23	172.5	184
April	18	135	144
May	21	157.5	168
June	21	157.5	168
July	21	157.5	168
August	23	172.5	184
September	21	157.5	168
October	22	165	176
November	22	165	176
December	18	135	144

The use of the table requires that the work is not a continuous three-shift, periodic or similar job and that the other day off is a Saturday.

### Performance bonus and profit-sharing bonus

5. The employer may supplement the wages and salaries paid under the collective agreement with performance bonuses, usually based on the achievement of

operational objectives such as productivity and development objectives, and a profit-sharing bonus based, in whole or in part, on financial performance such as turnover, operating margin and operating result.

The introduction, amendment and termination of the performance bonus and profit-sharing bonus scheme shall be dealt with in the cooperation procedure. The valid guidelines of the Finnish Centre for Pensions shall be followed with regard to the cash profit-sharing bonus and profit distribution.

Performance bonuses and profit-sharing bonuses shall not be taken into account for the calculation of the senior salaried employee's annual holiday pay and annual holiday bonus, overtime and working time compensation or other salaries, allowances and compensation determined in accordance with the collective agreement. Profit bonus and profit-sharing bonus are not subject to the wage increase provisions of the collective agreement.

## **Section 5 Regular working hours**

1. Companies' productivity and success, as well as the opportunity to offer work, require that the working time arrangements are appropriate. When agreeing on local working time arrangements, attention should be paid to, for example, the seasonal nature of the work, the allocation of working hours during the working day and week, the length of shifts and the adjustment periods of the average working hours.
2. Regular working hours in 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 it is a maximum of 8 hours per day and 40 hours per week or unless other regular working hours have been agreed with the senior salaried employee.

### **Local bargaining**

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 comply with the salaried employee's regular working hours.

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.

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 hours**

5. If the company applies flexible working hours (flexitime), the maximum flexitime added to or deducted from regular working hours is four hours, and the maximum accumulation can be +/- 40 hours. Flexible working hours are monitored in periods of 12 months. Local agreements can be made to approve exceptions to the limits of flexibility within 24 hours, the maximum accumulation of hours in excess of regular working hours and the duration of the period under review referred to in the Working Hours Act 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 Section 6 below and locally agreed leave periods can be granted in series of several shifts when the company's situation allows it and if the senior salaried employee so desires.

Minuted note: The parties acknowledge that senior salaried employees are also obliged to monitor the accumulation of working hours. If a senior salaried employee is close to exceeding the maximum accumulation of working hours, the parties recommend that the employer and the senior salaried employee discuss the accumulation of working hours. The discussion can cover the work situation of the senior salaried employee and the accumulation of working hours, and how to ensure that the accumulations of flexible working hours remain within the limits of the maximum and minimum accumulations.

6. The flexiwork adjustment period is 26 weeks.

## **Work weeks and workdays**

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

## **Reduction of working hours**

8. A salaried employee's working hours are reduced in the working time formats where the regular working hours amount to 8 hours per day and 40 hours per week, or on average as stated. The amount of worktime shortening leave is 100 hours per calendar year. The amount of leave is reduced by holidays surpassing the provisions of the law or collective agreement.

The reduction of working hours shall be accrued during a calendar month in which the employee has worked for at least 17 working days. Days for which the employer pays wages or compensation for loss of earnings are considered equal to working. In addition, mid-week holidays and the period during which the employee participates in collective agreement negotiations or in the meetings of working groups agreed in the collective agreement are treated as working hours. In the calendar month described above, the corresponding share of the annual reduction in working hours will accrue.

Unless otherwise agreed, the leave shall be granted in full shifts (1–12.5) at a time specified by the employer, subject to a two-week period of notice, no later than the end of April of the following calendar year. If the leave is not granted by that time, it is reimbursed similarly to overtime on a weekly basis.

Subject to local agreement, leave may also be granted at other times or may be exchanged for cash compensation.

If the salaried employee is prevented from taking leave after the day has been announced on the grounds of incapacity for work for which the employer is liable to pay the loss of earnings, the leave shall be postponed.

The accrued unused leave payable at the end of the employment relationship is calculated according to the part-time salary of the month of termination. Compensation shall be paid only for full working days.

### **Maximum working hours**

9. 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**

#### **10. Local agreements**

Derogations from the working time regulations laid down in sections 5, 7 and 12 of the collective agreement and in the employment contract can be agreed locally. In all cases, however, the parties must comply with the relevant peremptory 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 to agree locally, the process shall include discussing the need for the arrangement, the arrangement's usefulness to the company and the parties' working time needs. The method of implementation and compensation must also 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.

#### **11. On the employer's initiative**

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 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 work done on the employer's initiative which does not exceed the regular working time. For legitimate and justified 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.

## **12. Training and development events**

In addition to the regular annual working time, the employer may also order the senior salaried employee to attend additional, further, equipment, well-being at work or safety training events or development events aimed at improving productivity, efficiency and quality necessary for the performance of the work, organised at the workplace or in another place allocated 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 events.

The time spent in training or development events 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 events may also be full-day events. Training or development events cannot be held on a mid-week holiday.

## **Section 6 Weekly days off**

Two days off are given per week, which as a rule are Saturday and Sunday. If the company continues to operate at the weekend, the days off are given in the form of an average of two per week.

## **Section 7 Working hours in weeks with a mid-week holiday**

Mid-week holidays, Midsummer Eve and Christmas Eve shorten the working week's regular working hours accordingly.

If it is necessary to work on the aforementioned holidays, the loss of the day off is compensated by days off granted during regular working hours or by other agreed manner.

## Working hours in certain weeks containing a mid-week holiday in 2022–2023

### Year 2022

Week 1	Epiphany week	4 days
Week 15	Week before Easter	4 days
Week 16	Week after Easter	4 days
Week 18	May Day week	5 days
Week 21	Ascension Day week	4 days
Week 25	Midsummer week	4 days
Week 49	Independence Day week	4 days
Week 51	Christmas week	5 days
Week 52	Week after Christmas	4 days

### Year 2023

Week 1	Epiphany week	4 days
Week 14	Week before Easter	4 days
Week 15	Week after Easter	4 days
Week 18	May Day week	4 days
Week 20	Ascension Day week	4 days
Week 25	Midsummer week	4 days
Week 49	Independence Day week	4 days
Week 51	Christmas week	5 days
Week 52	Week after Christmas	3 days

## Section 8 Workshift rota

The workplace must have a shift rota if necessary for working hours arrangements. If a shift rota is made, it must indicate the start and end time of the shifts, the weekly days off and the length and timing of the daily rest period (meal break). The rota shall be drawn up for as long a period of time as possible.

Differing local agreements can be made on the provisions of this section and Section 35 of the Working Hours Act concerning the shift rota.

## Section 9 Daily rest period

If the daily working hours exceed six hours, the length of the daily rest period (meal break) is at least half an hour, or the senior salaried employee must be given the opportunity to have a meal during work. If the working hours exceed 10 hours per day, the senior salaried employee has the right to take a break of up to half an hour after eight hours of work. Recreational breaks are included in working hours.

## **Section 10 Daily rest**

The length of the daily rest is determined according to the Working Hours Act. Differing local agreements can be made on the rest periods mentioned in the Working Hours Act in the member companies of the signatory employers' association.

## **Section 11 Weekly rest and compensation thereof**

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.

## **Section 12 Working hour compensations**

1. Compensation for working hours may be agreed with the senior salaried employee in the manner specified below. When it has been agreed with the senior salaried employee that such compensation is taken into account in the wage formation, the senior salaried employee shall, if necessary, be consulted on how the aforementioned compensation is taken into account.
2. Compensation for additional work, overtime work and Sunday work may be agreed with the senior salaried employee by paying the aforementioned compensations in cash in accordance with the Working Hours Act, by giving leave in accordance with the aforementioned Act or by paying a separate fixed compensation based on the amount of work. The level of the fixed compensation is reviewed in agreement with the senior salaried employee when making changes to their job description. It can be agreed with the senior salaried employee that the aforementioned working hour compensations are taken into account in the wage formation.

## **Section 13 On-call, call to work, telephone instructions and troubleshooting from home**

### **On-call**

1. A 50% compensation shall be paid for being on call. This requires that the on-call employee be available in or in the immediate vicinity of their apartment. The on-call compensation shall be paid for a minimum of four hours.

Free-form on-call standby is compensated by 30 per cent of the hourly wage. This requires that the on-call employee is free to choose their whereabouts in the locally agreed area and must be reached within a reasonable time and, after receiving an alert, must be present at the indicated or prearranged location with the necessary tools, if any, within 40 minutes at the latest.

Differing local agreements can be made concerning the above-mentioned.

### **Call to work**

2. If, on the basis of an alert, a senior salaried employee is called to work outside their regular working hours, when they has already left their place of work, they shall be paid two hours' wages as a standby compensation. If an alarm is issued between 9 p.m. and 6 a.m., three hours' wages are paid as a standby compensation.

For actual working hours, the employee is paid wages increased by 100 per cent until the start of the next shift at the latest, including possible overtime compensation.

### **Telephone instructions and troubleshooting from home**

3. During time off, at least one hour's wages shall be paid for providing purposeful troubleshooting instructions from home by telephone or for providing other specific operating instructions or for troubleshooting from home. If the troubleshooting cannot be carried out remotely and the employee has to go to work, they will be paid compensation for being called to work. Time spent on providing instructions and troubleshooting is not included in working hours. The compensation shall not overlap with the on-call compensation.
4. On-call, call to work and telephone instructions can also be agreed locally or a local overall decision can be made on the compensation and procedures for these situations.
5. Travel time corresponds to working hours in on-call and call to work, unless otherwise locally agreed.

## **Section 14 Remote work**

The principles of remote work are discussed in the company with the chief shop steward.

## Section 15 Travel

1. The senior salaried employee shall be obliged to make the business trips required for the performance of their duties. Trips are carried out in an appropriate manner determined by the employer, so that the journey does not take more time or cost more than is strictly necessary for the performance of the tasks. The starting and ending place of the business trip is either the actual place of work or the residence of the senior salaried employee, depending on from where the trip is made.
2. Travel is subject to the current euro and hourly amounts for travel expenses that are considered exempt by the Tax Administration in terms of per diems, foreign per diems, meal allowance, overnight travel allowance and kilometre allowance. The ceilings for hotel allowances shall be those laid down in the State Travel Regulations.

If the employee has to use accommodation during their trip, they will be reimbursed up to the maximum amount of hotel reimbursement determined by the State Travel Regulations.

The ceilings do not apply in cases where the employer orders the employee to stay in a more expensive hotel.

3. The payment of per diem allowances requires that the place of work is, when measured on the basis of a commonly used route, more than 40 kilometres from the actual place of work of the senior salaried employee or their residence, depending on from where the trip is made. In addition, the workplace must be more than 5 km from both the senior salaried employee's place of work and their residence. The start and end of the trip are clarified to the senior salaried employee before the trip.
4. The meal allowance is paid according to the decision of the Tax Administration. The meal allowance is not paid if the senior salaried employee has the possibility to receive a meal benefit according to the tax value arranged by the employer.
5. When it has not been agreed with the senior salaried employee that travel outside regular working hours is included in the normal duties of the senior salaried employee and is taken into account in the wage formation, the reimbursement of travel shall be agreed locally, if necessary.
6. Instead of paying the aforementioned per diem allowances and meal allowance, a separate fixed compensation paid in connection with the monthly salary can be agreed upon.
7. No per diem allowances are paid for seminars, conferences and training events taking place aboard cruise ships, unless otherwise agreed.
8. Per diem allowances for posted employees may be agreed locally, taking into account local circumstances and other arrangements made by the employer.
9. Deviations from the provisions of this section can be agreed upon locally.

## Section 16 Annual holiday and holiday bonus

1. Annual holiday shall be granted in accordance with the law.

When determining the length of the annual holiday, the duration of the employment relationship before its interruption due to studies increasing the professional qualifications of the senior salaried employee in their tasks is included in the duration of the employment relationship, as well as work carried out during the studies, if the employment relationship continues immediately after the end of the studies.

A differing local agreement can be made with the chief shop steward on the holiday period in accordance with the Annual Holidays Act.

2. The annual holiday pay is paid on the company's regular pay days, unless otherwise agreed locally.
3. The amount of the holiday bonus is 50 per cent of the amount obtained by dividing the monthly salary (monetary salary) by 25 and multiplying by the number of days of holiday. For senior salaried employees with hourly wages, the holiday bonus shall be 50 per cent of their annual holiday pay. The holiday bonus is paid on the company's regular pay day after the holiday, subject to the company's policy.

Upon agreement, the holiday bonus can be exchanged for paid leave in whole or in part, so that the number of days of leave is half of the annual holiday days corresponding to the holiday bonus to be exchanged, in which case the holiday bonus corresponding to 24 days of leave becomes 12 working days of paid leave, unless otherwise agreed locally.

Holiday bonus is also paid from the holiday remuneration, if the employment relationship ends or is terminated for reasons not attributable to the senior salaried employee, and to retiring senior salaried employees. At the end of a fixed-term employment, the holiday bonus is paid from the holiday remuneration.

Holiday bonuses may be agreed differently locally.

4. Deviations from the provisions on carried-over holidays can be agreed upon locally.
5. Unless otherwise agreed, at the end of the employment relationship, holiday bonus or agreed unused leave shall be paid at the latest on the date of termination of the employment relationship.

For the purpose of calculating the holiday remuneration of a senior salaried employee with a monthly salary at the end of their employment relationship, the distributor figure for the daily salary shall be 25.

6. If desired, the employer or senior salaried employee may include unused annual holiday earned during the previous holiday credit year in the period of notice taking place during the holiday period (2 May–30 September).

## Section 17 Absence due to illness or accident

1. For each period of incapacity for work caused by sickness or accident, the remuneration of senior salaried employees shall be as follows:

<b>duration of a continuous, duration at time of falling ill</b>	<b>paid period of employment</b>
- less than 1 month	1 week
- at least 1 month but less than 1 year	4 weeks
- 1 year but less than 5 years	5 weeks
- 5 years or more	3 months

2. Wage payment shall be subject to the senior salaried employee authorising the employer to receive the sickness allowance they are entitled to under the Health Insurance Act for the duration of their paid period of incapacity for work. Other requirements are that the incapacity for work was not caused by gross negligence on the part of the senior salaried employee and that they did not knowingly conceal the illness at the time of signing 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. The senior salaried employee shall immediately inform the employer of their incapacity for work and of the estimated date of its termination. If the employer so requires, the incapacity for work shall be confirmed by a medical certificate issued by an occupational health physician or other doctor appointed by the employer or by another reliable statement approved by the employer.

If the employer does not accept the medical certificate presented by the senior salaried employee and assigns the senior salaried employee to another physician for examination, the employer shall reimburse the costs incurred.

4. If the incapacity for work as a result of the same illness resumes within 30 days of the date on which the sickness allowance was last paid, the senior salaried employee shall not be entitled to a further period of sickness allowance. 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, as defined in Section 19(2) of the Health Insurance Act.

## Section 18 Maternity, paternity and parental leave

Senior salaried employees shall be granted maternity, special maternity, paternity and parental leave for a period to which the maternity, paternity and parental allowance received under the Health Insurance Act is deemed to apply.

For the duration of maternity leave, senior salaried employees shall be paid a three-month salary. Payment of the salary requires that the employment has continued for at least six months before the childbirth and that the senior salaried employee authorises the employer to take out the per diem allowance according to the Health Insurance Act to which the senior salaried employee would be entitled. If a senior salaried employee adopts a child younger than school age, a paid leave of three months equivalent to maternity leave shall be granted to the adoptive mother under the same conditions as directly related to the adoption. No salary is paid for the period of parental leave.

One-week salary is paid for paternity leave. The salary shall be paid under the same conditions as for the period of maternity leave.

A senior salaried employee returning from special maternity, maternity or parental leave, nursing leave or temporary or partial nursing leave shall be entitled to return to their previous or equivalent post. The senior salaried employee referred to in this paragraph has the right to be offered work before an employed stand-in.

## **Section 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 shall reimburse the necessary travel expenses to the senior salaried employee referred to such examinations or follow-up examinations and shall also pay the per diem allowance in accordance with Section 19 if the examinations are carried out in another municipality.

### **Other medical examinations**

2. The salary of the senior salaried employees shall not be deducted for the duration of the medical examination necessary to establish illness, if the need for medical treatment is urgent and if an appointment is not available outside working hours within a reasonable period of time.

There shall also be no salary deduction if the above condition is met and the matter concerns:

- an examination by a specialist to obtain a medical device;
- an examination by an occupational health physician, a specialist or a specialised outpatient clinic to determine the treatment of chronic illness;
- a laboratory or x-ray examination relating to the medical examination to be reimbursed;
- an examination necessary for obtaining a certificate from a health centre required to obtain a maternity allowance in accordance with the Health Insurance Act or other medical examinations prior to giving birth;



- a visit to a dentist if a sudden dental disease results in incapacity for work and requires treatment during the same work shift. The need for urgency shall be demonstrated by a dental certificate.

The procedures for medical examinations can also be agreed locally according to the company's needs.

## Section 20 Short temporary leave

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

A short, temporary leave granted due to a sudden illness in the family of the senior salaried employee or the death of a close relative (*usually 1–2 days*) is not to be deducted from the employee's salary.

Close relative refers to the spouse, their own and the spouse's parents, the family's children, as well as brothers and sisters. The duration of a short, temporary leave shall be determined in relation to the abovementioned situations and the necessary travelling time.

2. The monthly salary of a senior salaried employee acting in a municipal fiduciary capacity shall be deducted in such a way that, they receive their monthly salary and a compensation for loss of earnings received from the general government.
3. The salary of a senior salaried employee shall not be deducted by their attendance at a call-up or separate medical examination related to a call-up as required for the performance of national service.
4. The senior salaried employee shall be paid such a proportion of the salary during the refresher training of the reserves that they receive full salary benefits together with the reservist salary paid by the State.
5. Senior salaried employees who are members of the decision-making bodies of the participating federation and its central organisation shall be entitled to attend, during working hours, meetings of the decision-making bodies of the organisations dealing with matters relating to collective bargaining.
6. Senior salaried employees shall be granted fully paid leave for their fiftieth and sixtieth birthdays, if they fall on a workday.

## **Section 21 Local bargaining**

1. Local bargaining referred to in the collective agreement is possible between the employer and the senior salaried employee or between the employer and the shop steward. An agreement concluded with the shop steward shall be binding on the senior salaried employees whom the shop steward is deemed to represent. Local agreements can be concluded for a fixed term or until further notice. Unless agreed otherwise, a local agreement that is valid until further notice may be terminated with a three-month period of notice. If the senior salaried employee so wishes, they have the right to use a person employed in the same company as an assistant.
2. The agreement shall be concluded in writing if either party so requests. An agreement valid for more than two weeks must always be made in writing.
3. Local agreements are part of the collective agreement. They shall be applicable even after the collective agreement itself has expired. During that time and within one month of a new collective agreement coming into force, even fixed-term agreements can be terminated.

## **Section 22 Negotiation protocol for the settlement of disputes**

Issues related to the employment relationship are primarily dealt with between the senior salaried employee and their supervisor. If no agreement is reached, the matter may be referred to the shop steward and the employer's representative. If the matter cannot be resolved at company level or if a disagreement arises regarding the application, interpretation or breach of this agreement, the matter may be referred to the participating federations for resolution. A memorandum on the negotiations shall be drawn up and signed by the negotiators, in which the subject of the dispute and the positions of the parties and the reasons shall be explained. If the federation negotiations do not lead to a result, a matter concerning the interpretation of the collective agreement may be referred to the labour court or the parties may agree to submit the dispute to the arbitration court.

Negotiations on the dispute shall be opened within two weeks of the request of either party. Unless otherwise agreed, the local negotiations shall be concluded within two months.

## **Section 23 Group life insurance**

The employer shall, at its own expense, take out a group life insurance for senior salaried employees covered by this collective agreement, as agreed between the central organisations.

## **Section 24 Collection of membership fees**

If authorized by the senior salaried employee, the employer shall, in each pay period, withhold from the employee's salary the membership fees of the members of the YTN unions and pay them to the bank account indicated by the trade union in question.

## **Section 25 Duty to maintain industrial peace**

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

The signatory federations and their affiliated associations must ensure that their member associations, employers or senior salaried employees do not initiate industrial action or otherwise violate the provisions of the collective agreement.

Before engaging in political or sympathetic industrial action, the state mediator and the employers' and senior salaried employees' associations must be notified at least four days in advance. The notice shall mention the reasons for the intended industrial action, the start date and time and the extent of the dispute.

### **SERVICE SECTOR EMPLOYERS PALTA**

Tuomas Aarto                      Minna Ääri

### **FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN**

Teemu Hankamäki              Kosti Hyyppä

GENERAL AGREEMENT/ICT SECTOR

**I. GENERAL PROVISIONS**

**1. Changes in organisation, etc.**

If the operations of the company are significantly reduced or expanded, or if there is a handover, merger, incorporation or other major organisational change, the co-operation organisation shall be adjusted to correspond with the new size and structure in line with the principles of this agreement.

**2. Notifications**

The elected chief shop stewards, shop stewards and occupational health and safety representatives, as well as the deputy representatives, must be notified in writing to the employer, who in turn informs in writing who are negotiating with the shop stewards.

**3. Deputies**

The provisions of this agreement shall apply to the deputy of the chief shop steward, shop steward and occupational health and safety representative during the period when the deputy acts as a substitute in accordance with the written notification sent to the employer.

**II. PROVISIONS CONCERNING SHOP STEWARDS AND OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES**

**1. Shop steward**

'Shop steward' refers to the chief shop steward, shop steward and deputy shop steward elected by the senior salaried employees of the company who are bound by this collective agreement.

The shop steward's task is to act as a representative of the employees and their organisations in matters related to the application of the collective agreement and labour law, as well as in matters related to the relations between the employer and the employee in general. In addition, they should promote negotiations and cooperation between the company and its personnel and develop the capacity for local agreement.

## **2. Election of shop stewards**

The above-mentioned senior salaried employees of the company who are members of the organisation that signs the collective agreement have the right to choose a chief shop steward and a deputy from among their number.

The election of other shop stewards is agreed locally. When agreeing on shop stewards, their area of responsibility must be purposeful and of such scope as to promote the handling of matters in accordance with the negotiation protocol.

The personnel groups can agree to select a joint shop steward for the company.

Senior salaried employees of the company with an employment contract valid until further notice are eligible for the election.

Elections can be held in the company in such a way that the procedure does not harm the work and that all senior salaried employees are given the opportunity to participate in the election. Practical arrangements are agreed upon locally.

## **3. Election of the occupational health and safety representative**

The election of the occupational health and safety representative and deputy representatives is determined by law. The occupational health and safety representative's area of responsibility can be agreed upon.

## **4. Position of the shop steward and occupational health and safety representative**

In terms of their employment relationship with the employer, the chief shop steward, shop steward and occupational health and safety representative are in the same position, regardless of whether they perform their fiduciary duties in addition to their own work or whether they have been granted partial or total exemption from work. The aforementioned persons are obliged to comply with the general terms and conditions of employment, working hours, management regulations and other regulations.

## **5. Travel costs**

If the chief shop steward, shop steward or occupational health and safety representative, whose area of responsibility requires it, after agreeing with the employer or on the order of the employer, travel outside their workplace for negotiations or other related tasks related to their fiduciary duties, they will be paid the travel expenses according to the compensation policy for travel expenses that the company complies with at any given time.

## **6. Exemption from work**

If necessary, the chief shop steward, shop steward and occupational health and safety representative shall receive a temporary, periodic or complete exemption from work in order to manage their fiduciary tasks.

When assessing the need for exemption, attention must be paid to, among other things, the number of senior salaried employees in the relevant personnel group, the nature of production and operations and the number of tasks.

## **7. Business premises**

The employer shall arrange an appropriate place for the chief shop steward, shop steward and occupational health and safety representative for storing the equipment required for the tasks and indicate an appropriate space where the necessary discussions for the performance of the tasks can be held.

In order to carry out their duties, the chief shop steward, shop steward and occupational health and safety representative have the right to use the company's normal communications and office equipment. In addition, the chief shop steward is granted a company phone, internet connection and e-mail as a benefit in kind that is usual for the sector. Practical arrangements are agreed upon locally.

## **8. Compensation for managing shop steward and occupational health and safety representative tasks**

The amount of compensation paid to the chief shop steward, shop steward and occupational health and safety representative who handle their respective tasks alongside work shall be determined on the basis of the number of senior salaried employees they represent as follows:

### **Amounts of compensation as of 1 February 2021:**

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

## Amounts of compensation as of 1 March 2022:

Number of senior salaried employees	EUR/month
at the previous year's end	
5–9	80
10–24	126
25–50	163
51–100	235
101–200	276
201–400	326
401–600	369
601–	429

The chief shop steward, shop steward or occupational health and safety representative shall inform the employer when the compensation should be paid to their deputy.

The Group's chief shop steward and negotiating chief shop steward shall be compensated according to the number of persons they represent.

### 9. Wage and transfer protection

The opportunities of the chief shop steward, shop steward and occupational health and safety representative to develop and progress in their profession and career must not be impaired due to the performance of their fiduciary tasks. They may not be transferred to a lower-paid job in the course of carrying out the tasks or due to the tasks than was the case when they were elected. In addition, they may not be transferred to a job of lower value if the employer can offer them another job which is in line with their professional skills.

The chief shop steward, shop steward or occupational health and safety representative representing more than five senior salaried employees shall not, without their consent, be transferred to travel or shift work which materially complicates the performance of the fiduciary task.

The development of the earnings of the chief shop steward and shop steward must be in line with the development of earnings in their area of activity in the company. The matter is settled between the employer and the chief shop steward or shop steward at least once a term.

### 10. Maintaining professional skills

After a chief shop steward's and a occupational health and safety representative's term of office ends, they and the employer must jointly ascertain whether vocational training is required for their return to their existing duties or corresponding duties. The employer organises training accordingly.

## **11. Business transfer**

The chief shop steward, shop steward and occupational health and safety representative will keep their positions in case of business transfers or handovers if the transferred business or part of business retains its independence. If the business to be transferred or part thereof loses its independence, the chief shop steward, shop steward and occupational health and safety representative shall have the right to the post-protection referred to in this agreement until the end of their term of office, but not less than for 6 months.

The chief shop steward and shop steward will only be transferred in connection with the transfer of the business if all persons represented by them are transferred or the transfer is agreed with the shop steward or they cannot be offered a job from the transferring company that corresponds to their professional skills.

## **12. Financial and production-related grounds for notice**

If the company's workforce is laid off or dismissed for economic or production reasons, the chief shop steward or occupational health and safety representative may not be dismissed or laid off unless the company's activities are suspended completely for the senior salaried employees they represent. However, if it is jointly established that they cannot be offered a job corresponding to their profession or otherwise suitable for them, an exception may be made to this rule.

The shop steward's employment contract may be terminated only when the work is completed and no other work corresponding to their professional skills can be arranged.

## **13. Individual protection**

The chief shop steward, shop steward or occupational health and safety representative may not be dismissed for reasons attributable to them without the consent of the majority of the employees whom they represent, as required by the Employment Contracts Act.

The employment contract of the chief shop steward, shop steward or occupational health and safety representative may not be terminated contrary to the provisions of Section 8(1–3) of the Employment Contracts Act. It is not possible to terminate the employment contract on the grounds that they have violated regulations, unless they have repeatedly and substantially failed to fulfil their work obligations at the same time and despite receiving a warning.

If the chief shop steward or occupational health and safety representative's employment contract is terminated and they challenge the termination, the employer shall pay, in addition to any other compensation, an amount equal to one month's salary, if an action is brought within four weeks of the termination of the employment contract.

If the employer terminates the deputy chief shop steward's employment contract or lays them off when they are not acting as a deputy chief shop steward or otherwise do not have the status of a shop steward, the dismissal or lay-off shall be deemed to be due to the senior salaried employee's fiduciary position, unless the employer can prove that the measure was due to another matter.



#### **14. Candidate protection**

The above employment protection provisions must also apply to candidates for chief shop steward and shop steward nominated by the organisation or senior salaried employees, the nomination of whom has been notified in writing to the employer. Moreover, the provisions must apply to candidates for occupational health and safety representative, the nomination of whom has been notified in writing to the occupational health and safety committee. Protection for a candidate nevertheless begins no earlier than three months before the start of the term of office of the chief shop steward and occupational health and safety representative who are to be elected and ends, for any candidate other than the person elected in a ballot, when the result of the ballot has been established.

#### **15. Post-protection**

The employment protection provisions shall also apply to senior salaried employees who have served as chief shop steward, shop steward or occupational health and safety representative for six months after their term in the position has ended.

#### **16. Compensation**

If the employment contract of the chief shop steward, shop steward or occupational health and safety representative has been terminated in violation of this agreement, the employer must pay them at least 10 and at most 30 months' salary as compensation.

#### **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 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 last names and first names, employment contract start dates and departments or other units of the senior salaried employees within the scope of their authority. Upon request, the chief shop steward and shop steward must be informed of any new senior salaried employees. Upon request, the information is provided to the chief shop steward and shop steward in writing.

The company's chief shop steward is provided with the average monthly salary data of the employees in their area of activity by salary group and, if possible, by gender. The information shall be provided on the basis of the wages earned in October. 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 examine the list of emergency and overtime work and the increased wages paid for them to the employees in their area of activity in accordance with the Working Hours Act.

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

**Use of external workforce:**

The employer shall inform the chief shop steward in advance of any external workforce participating in the duties of the company's senior salaried employees.

Short-term use of external workforce may form an exception and may also be reported afterwards.

The use of external workforce must be organised in such a way that the company's permanent workforce does not have to be reduced or laid off.

**18. Organisation of meetings**

The personnel group referred to in this agreement shall have the right to hold meetings in the workplace or at any other place designated by the employer, outside working hours, on terms and conditions locally agreed on by the employer regarding employment matters in the workplace.

**19. Communications between employees**

In addition to labour market issues, the personnel group has the right to communicate general issues on the notice board of the workplace.

### **III. TRAINING**

#### **1. Professional training**

Unless otherwise agreed, the following provisions shall apply:

When the employer provides vocational training for a senior salaried employee or sends a senior salaried employee to training events related to the employee's profession, the direct costs of the training are compensated and the salary of the senior salaried employee is not deducted.

If the training takes place outside working hours, the direct costs incurred will be compensated. No compensation shall be paid for time spent outside working hours on training or on travel required by such training. The compensation of travel expenses is determined in accordance with the collective agreement.

#### **2. Joint training**

Participation in training is agreed locally and compensated similarly to professional training.

#### **3. Trade union training**

The chief shop steward, deputy chief shop steward, shop stewards and deputy shop stewards and representatives of senior salaried employees working in occupational health and safety cooperation, including members of the occupational health and safety committee or other occupational health and safety cooperation body, have the right to participate in trade union training events approved annually by the unions, unless it causes significant harm to the company's operations. Notice of participation shall be given as early as possible, as a general rule one month before the course starts. If there are any obstacles to participating in the event, the employer must inform the representative at least 10 days in advance and help the representative find another date for the course.

Other training required by the chief shop steward is agreed locally.

The employer shall pay the salary for the period of training to the chief shop steward, deputy chief shop steward, shop steward and deputy shop steward for a maximum of one month and to the representatives of senior salaried employees in occupational health and safety cooperation for a maximum of two weeks. In addition, a meal allowance agreed between the central organisations is paid per paid day of the course.

The Chair of the member association of the participating federation shall be paid the salary in accordance with the above, provided that the company has at least 100 persons covered by this agreement and the member association has at least 50 members. In addition, a meal allowance is paid for paid course days.

The employer pays compensation only once for a training event with the same content.

## **IV. VALIDITY**

This agreement is valid as part of the collective agreement.

### **Appendix, not part of the collective agreement**

The federations encourage companies to introduce modern working time systems that promote productivity. To this end, PALTA and the Federation of Professional and Managerial Staff YTN have collaborated in drafting these guidelines for remote work, which companies can use if they wish.

## **MATTERS TO BE TAKEN INTO ACCOUNT IN REMOTE WORK**

### **1. Definition of remote work**

The parties encourage the local parties to discuss the practices for remote work and how to develop them. The discussion can also cover matters related to working hours arrangements, occupational health and safety aspects and insurance cover for remote work.

Remote work is a way of organising and working. Its main characteristic is that the work that could be carried out on the employer's premises is carried out outside the actual workplace and that information technology is used for this work or its organisation. Remote work is carried out in an employment relationship.

Examples of remote work include:

- work carried out on a full or part-time basis at home or in premises other than those of the employer (e.g. on a senior salaried employee's business or training trip) by means of a computer;
- work in 'telecottages' (a place where workers from several undertakings work at the same time outside the employer's premises, using information technology).

### **2. Voluntary nature of remote work**

Remote work is voluntary and based on the supervisor's approval. The employer and the employee may agree on remote work at any time during the employment relationship. The company can also adopt rules for remote working (information security, work equipment, travel, occupational health and safety, etc.) that apply to everyone, in which case, as a rule, only the work performed remotely, its time and duration will be agreed between the supervisor and the employee.

Particularly when remote work is carried out on a regular basis, we recommend agreeing on the period of notice for discontinuing remote work.

### **3. Terms of employment in remote work**

Remote work shall be performed in accordance with the applicable legislation, the collective agreement and the company's rules.

Remote work should always have clear objectives and schedules. The workload and objectives are the same as those of the corresponding senior salaried employees working on the employer's premises. When introducing remote work, it is also necessary to discuss how the work input of the person concerned is defined and monitored.

#### **4. Information security**

The provisions on information security are, in principle, the same as those applicable to employees working on the employer's premises. The company's information security guidelines and information security policy are followed to ensure the security of remote work. Particular attention must be paid to the processing of confidential and internal information and care must be taken to ensure that the information does not fall into the hands of third parties.

#### **5. Tools**

The employer acquires the tools and is responsible for their installation and maintenance. On the other hand, employees working remotely are required to exercise care in the use of work equipment, and they must, among other things, inform the employer of any defects or deficiencies they have detected.

Taxation practices related to remote work arrangements, such as the office, telecommunications and possible compensation for the use of one's personal work equipment, should be checked with the tax authorities in advance.

#### **6. Occupational health and safety**

As a rule, occupational health and safety regulations also apply to remote work.

Occupational health and safety measures must take into account the specificities of remote work, and the employee working remotely should be informed of the procedures related to remote work in matters of occupational health and safety.

When agreeing on remote work, attention should be paid to the following:

- What are the specific disadvantages and dangers of remote work for health and safety and how can they be eliminated or reduced?
- How can the employer, if necessary, check the working conditions and tools?
- The obligation of employees working remotely to report problems in the working environment.

The insurance coverage should be clarified before moving to remote work.

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