

ELECTRICAL ENGINEERING – ENERGY – ICT – NETWORK
COLLECTIVE AGREEMENT

2022–2024

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**FINNISH ENERGY
SERVICE SECTOR EMPLOYERS PALTA
FINNISH ELECTRICAL WORKERS' UNION
THE TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL**

PROTOCOL OF SIGNATURE TO THE COLLECTIVE AGREEMENT

Time 29 April 2022

Place Helsinki

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1 Agreement period

The Collective Agreement shall come into force on 1 April 2022 and it shall remain in force until 31 March 2024. If the parties do not reach agreement on pay increases for 2023 by 28 February 2023, the Collective Agreement may be terminated to end on 31 March 2023.

After 31 March 2024, the Agreement shall remain in force one year at a time unless it is terminated in writing at least two months before its expiry.

2 Pay increases

2.1 Year 2022

Unless otherwise agreed locally by 15 June 2022, the employees' hourly wages and monthly pay (pay commensurate to the job requirement + personal pay component without vocational qualification allowance) shall be increased by 2.0% on 1 July 2022 or from the beginning of the nearest subsequent pay period. Unless there is an agreement on another method of implementation, 1.6% of the above-mentioned 2% increase shall be allocated as general increase and 0.4% as a company-specific pay item, which is calculated from the hourly wages and monthly pay of employees covered by the agreement. However, it is not possible to agree locally that there will be no pay increases at all.

The company-specific pay item is intended to be used in adjustments of personal pay components. The company-specific pay item cannot be allocated to adjustments in accordance with section 37.2 if the five-year requirement of the employee's employment relationship is fulfilled during July 2022. The employer must not allocate the pay item based on discriminatory or inappropriate criteria.

The employer shall distribute the company-specific pay item using the competence assessment system of the remuneration system. Before distributing the pay item, the assessment system, the amount of the item and the distribution criteria shall be verified together with the chief shop steward. If the chief shop steward can legitimately prove that the system is not working, the item shall be distributed as a percentage general increase. Individual deviations in the application of the system do not prove that the system is not working.

If no chief shop steward has been elected, the employer shall review the assessment system, the amount of the item and the distribution criteria together with the personnel team.

2.2 Year 2023

Pay settlement for 2023 shall be implemented based on the same principles as the pay settlement for 2022. The cost impact of the pay settlement and its possible distribution shall be agreed in negotiation between the parties by the end of February 2023.

During January–February, the parties shall review the general economic situation, employment, development of the sector, and factors having an impact on these. Based on the review, the parties shall negotiate by 28 February 2023 on pay

increases to be implemented in 2023 and on their possible distribution. In the same context, it is possible to review the preconditions for continuing the agreement period beyond 31 March 2024.

If agreement cannot be reached on the pay settlement to be implemented on 1 July 2023 by 28 February 2023, either party may give written notice of termination of this Agreement to end on 31 March 2023.

2.2 Remuneration based on job requirement

As from 1 July 2022 or the beginning of the nearest subsequent pay period, the remuneration based on the job requirement shall be:

Level of job requirement	EUR/h	EUR/mth
1	10.80	1,880
2	11.78	2,049
3	12.78	2,222
4	13.76	2,390
5	14.70	2,556
6	15.70	2,729
7	16.66	2,898
8	17.64	3,067

2.3 Additional allowances

As from 1 July 2022 or the beginning of the nearest subsequent pay period, the additional allowances and the locally agreed allowances shall be increased by the amount of the general increase.

As from 1 July 2022 or the beginning of the nearest subsequent pay period, the additional allowances shall be:

	EUR/h	EUR/mth
Vocational qualification allowances		
Vocational qualification	0.78	134.54
Specialist vocational qualification or higher vocational qualification	1.47	252.00
Allowance for exceptionally dirty work		
Increased	0.51	
	1.08	
Foreman's allowance, size of working group		
2	0.41	
3–6	0.74	
7–	1.20	
Heat allowance		
	0.52	
Mast allowance		
Over 25m and max. 30m	1.97	

Over 30m and max. 70m	5.38	
Over 70m and max. 130m	6.44	
Over 130m	7.27	
Welding qualification allowance	0.52	
Shiftwork allowance		
Evening shift	2.06	
Night shift	3.96	
Tunnel allowance		112.11

2.4 Allowances payable to chief shop steward and health and safety representative

As from 1 July 2022 or the beginning of the nearest subsequent pay period, the allowances payable to the chief shop steward and health and safety representative shall be:

Employees at end of previous year	1 July 2022 EUR/mth
5–9	71.23
10–24	111.30
25–50	146.89
51–100	207.84
101–200	245.17
201–400	289.34
401–600	326.44
601–	382.89

2.5 Piecework rates

Fixed piecework rates and outstanding portions of ongoing contracts shall be increased on 1 July 2022 or from the beginning of the nearest subsequent pay period by the amount of the general increase.

3 Working groups and assignments during agreement period

3.1 Working group on the family leave reform

The working group shall implement the adjustment of sections 34.1 and 34.2 on the pay provisions on maternity and paternity leave due to the nomenclature to correspond with the family leave reform by the time the family leave reform enters into force. The implementation shall be carried out so that the costs will not increase and the number of paid days off will remain at the same level as prior to the reform.

If the working group has not completed its work by the time the legislation enters into force, the provision concerning pay during maternity leave shall be applied so that an employee entitled to pregnancy leave and pregnancy allowance would be entitled to pay during pregnancy leave and parental leave for a total period corresponding to the period when they

would have received pay during maternity leave. On the other hand, the provision concerning pay during paternity leave shall be applied so that a father entitled to parental leave and parental allowance would be entitled to pay during parental leave corresponding to the period when they would have received pay during paternity leave. The requirement on the duration of employment in accordance with section 34.1 of the collective agreement and the employer's right to daily allowance for the duration of paid family leave will remain in force.

3.2 Working group on the promotion of local agreement

The parties to the agreement shall establish a working group to develop local agreement and to improve the preconditions for local agreement. E.g. the following matters may be dealt with by the working group:

- Rules for agreement
- Correct way to agreement
- What is the objective of local agreement?
- Building trust

4 Transitional rules

The transitional protocols agreed in 2007–2017 shall be complied with in future and they shall apply to collective agreements.

5 Uninterrupted three-shift work

The provisions in the appendix concerning uninterrupted three-shift work, which was updated in the working group on uninterrupted three-shift work, shall be applied as from 1 January 2023 or from the start of the balancing period following that date. The provisions are appended to the Collective Agreement.

Sections 6.2 and 6.3 of the Protocol of Signature (20 December 2011) continue in force.

6 Packaged issues

Sections 10 (Allowance for unusually dirty work), 11 (Tunnel allowance), 12 (Rounding rule for overtime work) and 13 (Standby time) of the Protocol of Signature to the Collective Agreement of 20 December 2011 between the parties to the agreement shall be applied by companies in accordance with the circumstances on 20 December 2011 until otherwise agreed by the parties to the agreement.

7 Compensation of travel expenses

The amounts of compensation for travel expenses shall be defined by the decisions of the tax authority relating thereto during the Collective Agreement period.

8 The Learn and Earn' summer trainee programme (Tutustu työelämään ja tienaa)

The parties have agreed on continuing the 'Learn and Earn' summer trainee programme (*Tutustu työelämään ja tienaa*) in 2022 and 2023 with a protocol that is appended to this Collective Agreement.

9 Remuneration system

9.1 The parties stress that the verification of the personal components of remuneration shall be executed using competence assessment results in order to ensure the functionality of the remuneration system.

9.2 The parties agree that an increase in the level of job requirement attached to a position shall lead to a pay increase, the amount of which shall be defined by an evaluation of the requirement level of the new position, as well as the employee's competence and performance.

9.3 If an employee's competence and performance in the position with increased level of job requirement do not correspond to the level of competence and performance attained in the former position, a plan shall be drawn up jointly with the superior to develop his or her competence. The superior and employee shall appraise the development of competence within three to six months of the change in the level of job requirement attached to the position, together identifying the areas the employee must develop in order to improve his/her competence and performance in the more responsible position and to result in increased pay. Unless otherwise agreed and in the event of failure to prepare a plan despite the employee's request, failure to prepare a plan may result in the procedure under Section 89.

10 Group life assurance

The employer shall arrange at its own expense the employees' group life assurance as agreed between the union confederations.

11 Survival clause

If companies that are covered by the agreement meet exceptional financial difficulties during the agreement period, the parties may reassess the applicability of the concluded collective agreement solution to the prevailing financial situation and agree on changes to be made to it, which are necessary in order to safeguard the companies' operating preconditions and jobs during the agreement period.

12 Principle of continuous negotiation

In all other matters, the parties shall continue to address current issues and matters arising in accordance with the principle of continuous negotiation.

13 Amendments to the text of the Collective Agreement

The agreed amendments to the text have been included in the Collective Agreement.

**Examined
FINNISH ENERGY (ET)**

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Timo Yli-Koivisto

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto

Minna Ääri

THE FINNISH ELECTRICAL WORKERS' UNION

Sauli Vääntti

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THE TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL

Päivi Niemi-Laine

Håkan Ekström

EMPLOYEE COLLECTIVE AGREEMENT

I GENERAL TERMS

1 Scope of application of the Agreement

1.1 The terms of this Collective Agreement shall apply to employment relationships of the member enterprises of Finnish Energy.

1.2 The terms of this Collective Agreement shall apply to employees who are employed by member enterprises of Service Sector Employers PALTA and who work in the communications, information, or network technology industries or in industries substantially linked and comparable thereto.

1.3 The parties to this Agreement shall undertake to ensure that no parallel agreements within the scope of this Collective Agreement are concluded.

2 Freedom of association

2.1 The employer and employee shall have the right to free decision on joining an association and being active therein. The nature of the freedom of association is determined in accordance with the Finnish Constitution and the Employment Contracts Act ('Työsopimuslaki').

2.2 The parties to this Agreement note that the purpose of association is to promote good management of employment-related matters and maintenance of industrial peace; therefore, they adopt a positive attitude toward the association of the other party.

3 The industrial peace obligation

3.1 This Collective Agreement shall be binding for the signatory federations and their affiliated associations, along with employers and employees who are or have been members of said associations during the term of this Agreement.

3.2 Engaging in any industrial action referred to in the Collective Agreements Act during the term of this Agreement shall not be permitted.

3.3 The federations and their affiliated associations shall be required to ensure that their member associations, employers, or employees to whom this Agreement applies refrain from acting in a manner contrary to that described in the preceding paragraph or from otherwise infringing the terms and conditions of this Collective Agreement.

3.4 The national conciliator, the employers' federation, and the employees' trade union shall be notified, wherever possible, no later than four days before any political or sympathetic

industrial action is taken. The reasons for the action, its start time, and the scope of the intended industrial action are to be stated in the communication.

4 Local bargaining

4.1 Conditions for bargaining

Local bargaining requires candid and trust-building dialogue between employer and staff. Readiness to take the initiative in finding optimal solutions that further the interests of both the company and its staff and to harmonise them in a manner allowing for local needs must be adopted as the primary form of operation. The parties will be expected to take responsibility for the success of their own workplace.

4.2 Company-specific objectives

4.2.1 Co-operation and local bargaining as a component thereof are intended to maintain and improve a company's productivity, competitiveness, and employment conditions. This situation also creates conditions for improving occupational well-being. Local bargaining should be perceived specifically as an instrument for improving operations.

4.2.2 The objectives of local bargaining shall be jointly defined in each workplace. In a rapidly changing operation environment, objectives have to be reassessed as necessary. Local bargaining procedures and methods shall be agreed upon once the company-specific objectives and targets have been jointly clarified. As a mode of operation, local bargaining affects the entire work community.

4.3 Local bargaining procedures

4.3.1 Other arrangements related to matters specially mentioned in the Collective Agreement may, within the bounds of the law, be settled by means of local bargaining. For matters that are relevant for the employees collectively, a local agreement shall be concluded between the employer and the chief shop steward or other shop steward. A matter concerning an individual employee shall be agreed on between the employer and the employee concerned.

4.3.2 The development of local bargaining also requires assessment of the quality and success of the bargaining. When agreeing on procedures, the parties should pay attention to the fact that the added value provided by local bargaining on various project or other entities shall be reviewed subsequent to or during the completion of these entities.

4.3.3 A local agreement may be concluded for a fixed term or until further notice. An agreement concluded until further notice may be terminated with two months' notice unless agreement is made otherwise. A local agreement must be concluded in writing if either of the parties thereto so requests.

4.4 Sustained effects of local bargaining

4.4.1 Any local agreement shall form part of the Collective Agreement and shall be applied even after the expiry of the rest of the Collective Agreement. During this contract period and

within one month of the entry into force of the new collective agreement, a local agreement concluded for a fixed term may be terminated.

4.5 Commitment of the parties to this Agreement (federations)

The federations shall undertake to foster the development of local bargaining and support companies / places of business in finding solutions in line with local needs.

II THE EMPLOYMENT RELATIONSHIP

5 General terms

5.1 The employer shall have the right to hire and dismiss workers and to determine the management of work. An employment contract shall be concluded in writing at the start of the employment. The contract may be in electronic format.

The employer shall, on request, provide information on the main terms of work (see Chapter 2, Section 4 of the Employment Contracts Act), unless these are laid down in an employment contract.

5.2 At the start of the employment, the employer shall notify the employee of the names and contact information of the shop steward and the occupational safety and health representative and provide information on any other fundamental matters of employment.

6 The regular workplace

6.1 The term 'regular workplace' refers to the place of business where the employee has been hired or where the employee actually works on a regular basis. The regular workplace of an employee who has been hired solely to carry out specific work at a work site shall be that work site. The regular workplace shall be agreed upon in the employment contract.

6.2 An agreement may be concluded between the employer and the employee on a change of regular workplace. The employer must initiate negotiations on any change in regular workplace as early as possible. A written agreement shall be concluded on the transfer, signed by the employer's representative and the employee, stating the following:

- The new regular workplace
- The reason for transfer
- The date of transfer
- The particulars of any other issues related to the matter

6.3 Should no agreement be reached on the transfer, it is to be implemented only if statutory reasons exist for it and if no less time than the period of notice required by this Agreement has passed from the end of the above-mentioned negotiations.

6.4 The terms of this section may be derogated from locally.

7 Layoffs and termination of employment

7.1 Changes in the conditions for offering work

A local agreement may be concluded on procedures that enable flexibility in reacting to changes in the conditions for offering work. The aim of such agreement is to assist employees in finding employment and safeguard the company's opportunities to continue its operations. The agreed procedures may be connected to, for example, co-determination proceedings and related periods as well as to offering temporary work in layoff situations.

The competition climate may result in a company's work moving to another company. A local agreement may also be concluded on a procedure of investigating the possibilities for the employees threatened with layoffs to find employment at the company to which the work has moved, if said company needs to increase its labour resources.

7.2 The employer shall not terminate an indefinitely valid employment contract for a reason arising from the employee or related to the employee's person without proper and weighty reason, as referred to in the Employment Contracts Act.

7.3 The employer shall not cancel an indefinitely valid employment contract without an extremely weighty reason as referred to in the Employment Contracts Act.

7.4 In the event that an employee is dismissed or laid off for reasons of finance or production, the relevant procedures referred to in the Employment Contracts Act (chapters 5 and 9) shall be applied. The layoff notification period shall be no less than 14 days. There shall be no obligation to provide advance explanation of a layoff.

7.5 The employee shall be notified in writing of a layoff and the termination and cancellation of employment.

7.6 Should work become available during the layoff notification period, the employer may cancel the layoff before it is due to begin.

7.7 If the work opportunity that arises during the layoff notification period is of a temporary nature, the layoff may be deferred without a new layoff notice on one occasion and for no longer than the duration of the work.

7.8 Should temporary work arise after the layoff has already begun, an agreement on suspension of the layoff may be concluded between the employer and the employee such that the layoff continues after the work has been performed without issuing of a new layoff notice. At the same time, the expected duration of the work should be investigated.

7.9 Staff dismissals and layoffs not due to the individual employee shall, where this is possible, comply with the principle of the last individuals to be dismissed or laid off being employees who are vital to the operations of the enterprise and necessary for specialist functions, along with those who have lost some of their work capacity while working for the relevant employer. In addition to this principle, attention shall be paid to length of employment and to the number of dependants of the employee in question.

7.10 An agreement may be concluded between the employer and the employee to set aside the re-employment provision referred to in Chapter 6, Section 6 of the Employment Contracts Act.

7.11 The cases mentioned in Chapter 1, Section 4(4); Chapter 7, sections 5, 7, and 8; and Chapter 8, Section 3 of the Employment Contracts Act shall fall outside the scope of the collective agreement provisions under paragraph 7 (on cancellation of a trial period, assignment of an enterprise, reorganisation, bankruptcy or death of the employer, and cancellation of the employment contract). Disputes arising in connection with these circumstances shall be heard before the general courts in accordance with the Employment Contracts Act.

7.12 The terms of this section may be departed from by local agreement, with the exception of those in paragraphs 7.2, 7.3, 7.4, and 7.5.

8 Notice periods

8.1 When terminating an employment contract, the employer shall observe the following notice periods, unless agreement has been made otherwise, at the time of termination of employment:

Time for which employment has continued without interruption:	Notice period:
Up to one year	14 days
More than one year but no more than four years	One month
More than four but no more than eight years	Two months
More than eight but no more than 12 years	Four months
More than 12 years	Six months

8.2 When terminating an employment contract, the employee shall observe the following periods of notice, unless agreement has been made otherwise, at the time of termination of employment:

Time for which employment has continued without interruption:	Notice period:
Up to five years	14 days
More than five years	One month

III WORKING HOURS

9 Harmonisation responding to the needs of enterprises and employees in agreement on working hours

The productivity and success of companies and the ability to offer work require expedient arrangement of working hours. In arrangement of working hours by local agreement, attention should be paid to matters including the seasonal distribution of the work, the

distribution of working hours during a work day and week, length of work shifts, and the reference periods for average working hours.

10 The work week and work day

The work week shall begin on Monday. In daytime work, the work day shall begin when regular working hours begin, and in two- and three-shift work the work day shall begin when the morning shift starts, unless there is local agreement otherwise.

11 Regular working hours in daytime and two-shift work

11.1 Regular working hours shall not exceed eight hours per work day or 40 hours per work week unless balancing out at a certain average number of working hours has been arranged in accordance with applicable law or collective agreements.

11.2 Regular daily working hours may be increased to a maximum of 12 hours by local agreement. Working hours must be balanced to a set average over a period of not more than 52 weeks, with the average being the number of working hours applicable in daytime work over a similar period.

11.3 For working hours based on averaging, a system for adjusting working hours shall be created in advance, at least for the period over which regular working hours are averaged, unless there is local agreement otherwise.

11.4 The length of the balancing period for maximum working time by virtue of the Working Hours Act shall be, at most, twelve months. A local agreement may also be concluded on the balancing period by derogation from the above.

12 Arrangement of working hours

12.1 Unless agreement has been made otherwise locally, regular working hours shall be situated between 6am and 6pm in daytime work.

12.2 The employer shall prepare a work schedule indicating the beginning and end of regular working hours and daily rest periods.

12.3 Notification of permanent changes to the work schedule shall be given as early as possible and no later than seven days prior to the changes' entry into effect. Notification of a temporary change shall be given no less than four days prior to the change. Both the notification date and the effective date of the change shall be included in the above-mentioned period.

12.4 In cases of sickness, emergency work, and comparable situations, the change may, however, be implemented as quickly as is practicable.

12.5 For urgent repair and maintenance work and work of comparable importance, the arrangement of working hours may be implemented with observance of a 24-hour notice period.

12.6 A local agreement may also be concluded on shorter advance notice periods than those mentioned above.

13 Night work and flexible working hours

Other arrangements for provisions in the Working Hours Act pertaining to night work and the limits of flexible working hours and the maximum accumulation referred to in the Working Hours Act may be agreed on locally. The maximum period of monitoring flexible working hours is 12 months unless otherwise agreed.

14 Daily breaks

14.1 The length of a daily break (meal break) shall be one hour, unless a local agreement has been concluded on a shorter period, which may not be less than half an hour.

14.2 In shift-based work, employees must be allowed a rest period of at least half an hour or an opportunity to eat while they are working.

14.3 An employee shall be entitled to two refreshment breaks included in the working hours during his or her shift.

14.4 For overtime work lasting at least one hour, an employee shall be entitled to a similar refreshment break after the end of regular working hours and a subsequent break every two hours.

15 The daily rest period

An employee must be given a daily rest period as referred to in Section 29 of the Working Hours Act unless there is local agreement otherwise.

16 Weekly rest time

In the event that it has not been possible to grant the employee any weekly rest time during the working week, as referred to in the Working Hours Act, work carried out during that time shall be compensated for by paying an employee on hourly wages compensation in accordance with the employee's average hourly earnings on top of his or her regular wage and an employee on monthly pay his or her regular hourly wage plus 100 per cent for the hours in question in addition to his or her monthly pay, or by granting a corresponding amount of leave no later than within three months of the completion of the work. Other arrangements than those described in this section may be made by local agreement.

Instructions for application: This shall not alter previous practices concerning weekly rest time.

17 Days off

17.1 In daytime work, Christmas Eve and Midsummer's Eve shall be days off, as shall Saturdays and Sundays. If work is performed on Saturdays, Monday shall be given as the regular day off in addition to Sunday.

17.2 If the company's activities relevant to the employee's work continue on no fewer than six days a week, the day to be given as the day off in addition to Sunday may vary. Even in such cases, efforts shall be made to give Saturday or Monday as the day off in addition to Sunday.

17.3 If the company's activities also continue on Sundays on the grounds referred to in Section 33 of the Working Hours Act, two consecutive days off shall be given for each week. Any weekday public holidays falling on a work day shall not be included in the days off referred to above.

17.4 Other arrangements for the matters referred to in this section may be made by local agreement.

18 Uninterrupted three-shift work

The protocol on uninterrupted three-shift work is appended to this Collective Agreement.

19 Overtime and additional work

19.1 Work done beyond regular working hours in accordance with the work schedule shall be subject to compensation as overtime work.

19.2 The regular hourly wage shall be paid for additional work in part-time work.

An employee on hourly pay shall be paid the hourly wage as the basic amount for overtime, including any additional allowances. The supplement shall be calculated from the average hourly earnings.

19.4 An employee on monthly pay shall be paid an hourly wage as the basic amount for overtime. The amount beyond this shall be calculated from the hourly wage. Additional allowances payable for overtime work shall be paid at a higher rate.

19.5 The provisions in this section may be agreed otherwise by local agreement.

20 Daily and weekly overtime

20.1 The wage payable for the first two hours of daily overtime shall be the regular wage plus 50% and, for subsequent hours, the regular wage plus 100%. The wage payable for the first eight hours of weekly overtime shall be the regular wage plus 50% and for subsequent overtime work it shall be the regular wage plus 100%.

20.2 By local agreement, wages and the increase payable for overtime work may be either completely or partly converted into paid time off in lieu of hours worked.

20.3 The wage for one hour and the increase for overtime shall also be payable for each additional hour of overtime work if the working hours exceed a full working hour by at least 10 minutes. This rounding rule must not lead to unfounded extension of working hours (for application details, see the signature protocol's paragraph 6 and the signature protocol of 20 December 2011, paragraph 12).

20.4 In remuneration for overtime work, time off in lieu of hours worked and other absences for which the employer pays a wage or compensation for loss of earnings, whether or not compensation is granted as full days or a reduction in daily working hours, shall be considered equivalent to working hours completed.

20.5 Arrangements alternative to those described in the provisions of this section may be settled upon by local agreement.

21 Exceptions to the provisions on working time

21.1 Notwithstanding the Collective Agreement and the contract of employment and in addition to what has been agreed in them, the employer may allocate for the employee a maximum of 8 hours of training that develops and/or maintains the employee's professional or occupational safety skills, organised by the employer, outside the working hour system within one calendar year. The time spent in the above training and development events is classed as part of the regular working hours, for which compensation according to the hourly wage shall be paid, and an employee on monthly pay shall be paid a so-called simple hourly wage, which is calculated according to the divisor in Section 45 of the Collective Agreement. The time spent in training and development events shall not be considered as working hours in overtime compensation. A training and development event may also be implemented as one whole day. Training may also be arranged as online training.

Training and/or development events shall primarily be arranged through local agreement.

Unless otherwise agreed, training may be arranged between September and May, excluding public holiday weeks and Sundays. The employer shall notify of the time of training at least 14 days in advance. The employer shall compensate for the expenses incurred according to Section 70.2 of the Collective Agreement.

21.2 The terms of this section may be derogated from locally.

22 Work performed on Sundays and public holidays

22.1 The wage payable for Sunday work shall be twice the regular wage.

22.2 The wage payable for work performed on New Year's Day, Epiphany, Good Friday, Easter Sunday, Easter Monday, 1 May, Ascension Day, Midsummer's Eve, Midsummer, Finnish Independence Day, Christmas Eve, Christmas Day, and Boxing Day shall be the regular wage plus 200%; this includes any increase for overtime and Sunday work and an increase payable for emergency work.

22.3 Arrangements alternative to those described in the provisions of this section may be made by local agreement.

23 Work performed on Saturdays in weeks that include a weekday public holiday

23.1 The wage payable to an employee for work performed on Holy Saturday or on the Saturday after Easter or after Ascension Day, along with the Saturday following New Year's Day, 1 May, Finnish Independence Day, and Boxing Day in the same calendar week, shall be the regular wage plus 100%. The wage shall also include any remuneration payable for overtime.

23.2 Work performed on the Saturday following Epiphany in the same calendar week shall be subject to compensation as weekly overtime work unless it is otherwise subject to compensation as overtime work.

23.3 Arrangements alternative to those described in the terms of this section may be made by local agreement.

24 Compensation for work on weekday public holidays and wages for Finnish Independence Day

24.1 An employee on monthly pay shall be entitled to his or her full monthly pay for months including weekday public holidays, including Independence Day.

24.2 An employee on hourly pay shall be paid the his/her personal wage for time-based work calculated in accordance with average hourly earnings as weekday public holiday compensation for New Year's Day, Epiphany, Good Friday, Easter Monday, 1 May, Ascension Day, Midsummer's Eve, Finnish Independence Day, Christmas Eve, Christmas Day, and Boxing Day, subject to the conditions mentioned below.

24.3 The compensation shall be paid for regular working hours in accordance with the employee's work schedule, if the weekday public holidays would otherwise have been a work day or day for adjustment of working time for the employee.

24.4 Employees in a system that uses average working hours shall be paid weekday public holiday compensation based on the number of hours agreed on in the employment contract for regular daily working hours in accordance with their average hourly earnings.

24.5 Weekday public holiday compensation shall be paid on the condition that the employee was working in line with the work schedule on the last work day immediately preceding and the first work day immediately following the weekday public holiday or, if there was absence from work with associated permission from the employer or paid absence as designated in this Collective Agreement, on one of these two days.

24.6 Finnish Independence Day shall be governed by the Act on Celebrating Finnish Independence Day As a Public Holiday (*Laki itsenäisyyspäivän viettämisestä yleisenä juhla- ja vapaapäivänä*).

24.7 Compensation for weekday public holidays shall also be paid to an employee otherwise entitled to weekday public holiday compensation for the period of annual holiday and paid absence arising from sickness (including the sickness of one's child) that has lasted no more than three months prior to the weekday public holiday and also for weekday public holidays falling between the days for reduction of working hours.

24.8 Weekday public holiday compensation shall not be paid for weekday public holidays falling on days off.

24.9 If the employee works on a weekday public holiday, weekday public holiday compensation shall not be paid.

24.10 Arrangements alternative to those described in the terms of this section may be made by local agreement.

25 Emergency work

25.1 25.1 'Emergency work' refers to work carried out on the basis of a call to emergency work in cases wherein the employee, having already left the workplace, has to return to work outside his or her regular working hours and before the beginning of his or her next regular shift but within 24 hours from receipt of the call.

25.2 An emergency allowance shall be paid for emergency work, determined by the time the call was issued, thus:

Time of call	Amount of emergency allowance
During regular working hours or before 9pm	Hourly wage for two hours
Between 9pm and 6am	Hourly wage for four hours

25.3 The emergency allowance shall be paid only once for calls issued within the one hour of each other.

25.4 If the call was issued after the end of regular working hours, the employee shall be paid the regular hourly wage for the working time plus 100%, including any remuneration payable for overtime. At most, the increase shall be paid until the beginning of the following shift or the regular working hours in use at the company.

25.5 The wage for one hour shall be paid for working time of less than one hour.

25.6 Travel time shall be included in the figure for working time.

25.7 Arrangements alternative to those described in this section may be made by local agreement.

26 Standby time

26.1 Standby time is an arrangement where the employee is, according to agreement, obliged to remain in such standby that they can be called to work, if necessary.

26.2 Key issues related to standby time shall be agreed upon locally in compliance with the procedures referred to in Section 4.3 of the Collective Agreement. Matters to be agreed include, e.g. the time at which the employee must be available to the employer after being called to work, the compensation payable, and the standby time system used. The agreement shall be drawn up in writing.

26.3 The compensation paid for standby hours is 30–50 per cent of the hourly or monthly pay depending on the degree of engagement.

26.4 It is possible to agree locally on various standby systems, compensation criteria, and changing the standby compensation to time off equivalent to paid working hours.

26.5 A person on standby shall not be subject to provisions concerning emergency work.

27 Reduction in working hours

27.1 Working hours shall be reduced in a form that assumes eight hours per work day / 40 hours per work week or an average of the above, provided that the employee's annual holiday does not exceed 30 days and working hours are otherwise reduced only by religious holidays, Midsummer's Eve, Finnish Independence Day, Christmas Eve, New Year's Eve, and 1 May. The amount of reduction in working hours shall be 100 hours in a calendar year.

27.1.1 If the reduction in working hours has been implemented via reduction in daily or weekly working hours, the post-reduction annual working hours must correspond to the working hours referred to in paragraph 1.

Example: *The working hours of an employee working 38.25 hours per week with annual holiday in accordance with the Annual Holidays Act without additional leave are reduced by 23 hours per year.*

27.1.2 The provision in paragraph 27.1.1 shall apply to those employees for whom the amount of the annual leave is determined by the Annual Holidays Act without additional leave.

27.2 Annual-leave arrangements not based on the Annual Holidays Act and annually recurring additional days off shall be deducted from the amount of reduction in working hours.

27.2.1 The provision of paragraph 27.2 shall not apply to additional leave granted on the basis of the transition provisions to employees falling within the scope of the Collective Agreement for energy industries or the municipal sector.

27.3 Unless local agreement has been made otherwise, reduction in working hours shall accumulate for each calendar month during which the employee has accumulated at least 17 days at work. Days for which the employer pays a wage or compensation for loss of earnings are counted as time at work. Attendance to duties as a local elected official referred to in Section 49 shall also be counted as time at work. The portion of the annual reduction in working hours that accumulate during the calendar month described above shall be deemed to correspond to that month.

27.4 Accumulated leave shall be granted at a time determined by the employer, for use no later than by the end of August of the following calendar year. The leave shall be granted primarily in the form of full shifts. Other arrangements for granting and compensating for accumulated leave may be agreed upon locally.

27.5 Unless there is local agreement otherwise, notification of the granting of leave shall be given no later than seven days in advance. Notification of deferment of leave for which notification has already been issued shall be given no less than four days before the leave was due to be taken. Both the notification date and the date(s) of the leave granted shall be included in the above-mentioned period.

27.6 If a factor originating with the employee makes it impossible for leave for which notification has already been given to be taken, during which time the employer is required to pay compensation for loss of earnings under the Collective Agreement, the leave shall be deferred to a later time if the impediment arises before the beginning of the leave.

27.7 An employee on hourly pay shall be paid compensation for loss of earnings during the leave in accordance with his or her average hourly earnings, unless said compensation is included in the wages for completed working hours in accordance with earlier collective-agreement practice. An employee on monthly pay shall be paid full monthly wages during the leave.

27.8 Arrangements alternative to those of the terms specified in this section may be made by local agreement.

28 General provisions for annual holiday

28.1 Annual holiday shall be determined in accordance with the Annual Holidays Act (*Vuosilomalaki*).

28.2 Other arrangements for the holiday season referred to in the Annual Holidays Act may be agreed upon locally.

28.3 In addition to days at work referred to in the Annual Holidays Act, those work days on which the employee has been absent from work during an employment relationship are considered days at work if the absence occurs for any of the following reasons:

- Leave for reduction in working hours
- Participation in trade-union training arranged by the employer, to a maximum of one month
- Participation in collective bargaining or in the work of a working group agreed on under the Collective Agreement
- Sickness of a child under 10 years of age
- The employee's 50th or 60th birthday when it coincides with a work day
- Short-term temporary leave granted for reason of a sudden illness in the employee's family or the death of a close relative of the employee
- Annual-holiday bonus converted into paid leave
- Participation in a meeting of the employee's trade union or of its delegate council, commission, or equivalent administrative body

- Participation in delegate-conference or general-council meetings of the Central Organisation of Finnish Trade Unions (SAK).

29 Holiday pay

29.1 Continually or regularly recurring allowances and increases shall be taken into account in accordance with the Annual Holidays Act (*Vuosilomalaki*), as shall fixed remuneration, in the holiday pay of an employee on monthly pay.

29.2 The employee's average hourly earnings shall be the basis for calculation of the holiday pay and holiday compensation for an employee on hourly pay. These shall be calculated such that the pay received by the employee, or the employee's pay in arrears, for the time at work during the holiday-credit year, excluding any increase payable for emergency work and statutory or agreed overtime work on top of the basic salary, is divided by the number of corresponding working hours. An employee's holiday pay and holiday compensation shall be calculated by multiplication of the employee's average hourly earnings by a multiplier determined by the number of days of holiday referred to in the Annual Holidays Act per the following table:

Number of holiday days	Multiplier	Number of holiday days	Multiplier
2	16.0	16	116.0
3	23.5	17	123.6
4	31.0	18	131.2
5	37.8	19	138.8
6	44.5	20	146.4
7	51.1	21	154.4
8	57.6	22	162.4
9	64.8	23	170.0
10	72.0	24	177.6
11	79.2	25	185.2
12	86.4	26	192.8
13	94.0	27	200.0
14	101.6	28	207.2
15	108.8	29	214.8
		30	222.4

29.3 If, however, the number of regular daily working hours during the holiday-credit year has been less than eight, holiday pay and holiday compensation shall be calculated via corresponding multiplication of the average hourly earnings by the figure arrived at by multiplying the above multipliers by the quotient obtained by dividing the number of regular working hours in a week by 40.

29.4 If the number of days of holiday exceeds 30, the multiplier is increased by 7.2 for each day of holiday.

29.5 Holiday pay shall be paid on normal pay days, except in cases of local agreement otherwise.

29.6 In calculation of monthly holiday compensation for an employee on monthly pay, the divisor shall be 25.

30 Holiday bonus

30.1. An employee on hourly pay shall be paid 50% of the holiday pay as a holiday bonus.

The holiday bonus payable to an employee on monthly pay shall be 50% of the sum calculated by dividing the monthly wage (monetary pay) by 25 and then multiplying the quotient so obtained by the number of days of holiday.

Half of the holiday bonus shall be paid at the time of payment of the holiday pay and half on the company's regular pay day immediately after the holiday, unless a local agreement states otherwise or unless this is precluded by the company's previous practice.

30.2 Holiday bonus shall also be paid on any holiday compensation granted to an employee retiring on old-age or disability pension or taking up military service.

30.3 A local agreement may be concluded on granting the holiday bonus or part of it as paid leave equivalent to time at work.

IV INCAPACITY FOR WORK

31 Illness or accident

31.1 An employee shall be paid for work days or shift-leave days included in a period of incapacity for work caused by illness or accident thus:

Length of continuous employment	Pay
Less than a month	For one week
Up to one month and less than one year	For four weeks
One year but less than five years	For five weeks
Five years or more	For three months

31.2 An employee on hourly pay shall be paid a wage in accordance with average hourly earnings. The pay of an employee on monthly pay shall not be reduced for reason of illness.

31.3 If an employee falls ill during the work day, sick pay shall be paid also for the remaining hours of that work day.

31.4 A condition for the payment of wages is that the employee have authorised the employer to draw the portion of the daily allowance to which the employee would be entitled under the Sickness Insurance Act (*Sairausvakuutuslaki*, 1224/2004) during the paid period

of incapacity for work and that the incapacity for work have not been caused through the employee's gross negligence.

31.5 If an accident occurring at work carried out under an employment relationship elsewhere prevents the employee from performing his or her work within the scope of this Collective Agreement, the employer shall not be obliged to pay sick pay.

31.6 An employee who becomes incapacitated for work shall be obliged to notify the employer thereof of this situation and the estimated duration of the incapacity, without delay.

31.7 If so requested by the employer, the employee shall present a medical certificate issued by the company's occupational health physician or in some other manner acceptable to the employer. If the employer has not approved a medical certificate presented by an employee and refers the employee for examination by another physician, the employer shall pay compensation for the costs thereby incurred.

31.8 Should the employee's incapacity for work recur on account of the same illness within 30 days from the date for which the employee was last paid sick pay or sickness allowance, the employee shall not be entitled to a new sick-pay period as referred to above; rather, the sick pay shall be paid for, in total, not more than the period mentioned above. If the employer's obligation to pay wages was fulfilled during the previous period of incapacity for work, the employer shall, however, pay wages for one waiting day in accordance with the Sickness Insurance Act.

31.9 If an employee falls ill while posted elsewhere, the employer shall pay the employee a daily allowance under this Collective Agreement for the waiting period under the Sickness Insurance Act or shall take care of the employee's transport back to his or her regular workplace.

31.10 Arrangements alternative to those provided for by this section may be made by local agreement.

32 Statutory medical examinations

32.1 The employer shall compensate the employee for loss of earnings due to work-related statutory medical examinations or medical examinations ordered by the employer and for related travel.

32.2 Travel allowance with respect to statutory medical examinations shall be paid in accordance with the principles on travel allowances set forth in this Collective Agreement.

32.3 Arrangements alternative to those set forth in the provisions of this section may be made by local agreement.

33 Other medical examinations

33.1 The employer shall pay compensation for loss of earnings in the case of illness or accident necessitating an urgent medical examination.

33.2 Loss of earnings shall be compensated for in other cases of illness or accident if a surgery appointment cannot be secured outside working hours within reasonable time.

33.3 Laboratory and X-ray examinations prescribed by a physician shall be comparable to other medical examinations. Also, a medical examination performed for the purpose of determining treatment for a previously diagnosed illness shall be comparable to other medical examinations.

33.4 The employee must notify the employer in advance of a visit to a physician. If this is not possible, notification must occur at the earliest opportunity. The employee shall present an account of the medical examination, waiting, and travel times, along with, if needed, explanation for the employee having been unable to secure an appointment outside working hours.

33.5 The wage paid as compensation for loss of earnings shall be determined by the sick-pay calculation and harmonisation rules.

33.6 Arrangements alternative to those set forth in the provisions of this section may be made by local agreement.

34 Family leave

34.1 Wages shall be paid for three months during maternity leave if the employment has continued uninterrupted for not less than six months before childbirth and the employee authorises the employer to draw the share of the daily allowance to which the employee would be entitled under the Sickness Insurance Act (*Sairausvakuutuslaki*, 1224/2004) during the paid maternity leave.

34.1.2 An employee shall be paid the regular hourly wage for a period of six days' paternity leave. The same provisions apply for the payment of paternity-leave wages as for the payment of maternity-leave wages.

34.2 A female employee who adopts a child of less than school age shall be granted three months of paid leave equivalent to maternity leave, to be taken immediately at the time of the adoption and under equivalent conditions.

34.3 Local agreement shall be concluded on procedures and the creation of a general plan with regard to going on family leave and child-care leave.

34.4 In the event of any sudden illness of a child under 10 years of age, the mother or the father shall be paid in accordance with the provisions of this Collective Agreement pertaining to sick-pay compensation for a short temporary absence (1–4 days) necessary for care for the child or to arrange such care. The same right is granted to a child's parent who does not live in the same household as the child. It shall be a condition of payment that both parents be in an employment relationship; one of the parents be prevented from participating in care for the child by illness, travel, or studies in another locality; or the person concerned be a single parent.

34.5 By prior agreement with the employer, an employee whose child suffers from a serious illness referred to in Chapter 10 of the Sickness Insurance Act granting entitlement to

special treatment allowance shall be entitled to leave of absence in order to take part in the paediatric treatment or rehabilitation referred to in said chapter.

V PAY

35 Determination of earnings

35.1 The wages of an employee shall be composed of wages based on job requirements, a personal pay component based on competence and performance, and any additional allowances that are relevant.

35.2 The job requirement classification and the wage determined therefrom shall not be applied to trainees, summer employees, or apprentices who are new to the industry unless they have already qualified for a profession and work in duties commensurate with their qualifications.

The wage paid to an apprentice shall comply with at least job requirement category one. Working hours are determined according to the normal working time determination used in the company, and the provisions of the Collective Agreement shall apply to apprentices as they stand.

The wages of an employee who has a contract of employment with the employer and starts apprentice training, e.g. to gain professional qualifications, shall not be reduced.

36 Pay in line with job requirements

36.1 The job requirements shall be assessed by means of a requirement assessment system for employees. The requirement category shall be determined by the total number of requirement points, thus:

Job requirement category	Points
1	135–155
2	160–185
3	190–215
4	220–245
5	250–275
6	280–305
7	310–335
8	340–360

36.2 The requirement level shall be assessed on the basis of written job descriptions. The supervisor and employee shall jointly draw up the job description and assess the requirement level within four months from the beginning of the employment relationship. The supervisor must ensure that the job description and assessment of the job requirement level are performed in accordance with this wage system.

36.3 Should the employee disagree with the assessment of the job requirement level, the employee can submit the matter for consideration in accordance with the negotiation procedure specified in this Collective Agreement. The federations that are parties to this Agreement shall establish a working group with the task of considering classification disagreements that have been submitted to the federations. The result of the assessment shall not be brought before a court of arbitration or a labour court.

36.4 In the case of significant changes in an employee's job, the requirement category shall be adjusted in accordance with the new job description within four months after the change. Any increase in the employee's wage shall, however, be effective from the time of the job change.

36.5 The functionality of the requirement assessment system shall be reviewed annually, if necessary, between the representatives of the employer and employees.

36.6.

As from 1 July 2022 or the beginning of the nearest subsequent pay period, the remuneration based on job requirement shall be:

Level of job requirement	EUR/h	EUR/mth
1	10.80	1,880
2	11.78	2,049
3	12.78	2,222
4	13.76	2,390
5	14.70	2,556
6	15.70	2,729
7	16.66	2,898
8	17.64	3,067

36.7 For a period not exceeding six months, a new employee of a company may be paid a wage that is 85% of the wage specified for the requirement category in question. This is subject to the condition that the duties have previously been assessed via a requirement assessment system for employees.

36.8 In conjunction with a general wage increase, wages based on job requirement category shall be raised by the percentage of the general wage increase.

36.9 If working on high masts or poles is an essential part of the job, this shall be taken into account in the assessment of the job requirement level, and no additional mast allowance shall be paid.

36.10 There shall be local agreement on whether an additional allowance in accordance with the Collective Agreement is to be paid for a welder's qualification or whether the welding skill required by the job is to be taken into account in the assessment of the job requirement category.

36.11 Working as a foreman will be taken into account in the job requirement assessment or through payment of an additional allowance for this work.

36.12 If an employee's duties include providing occupational instruction and guidance, in accordance with a programme defined in advance, to apprentices or to students in a work-based module at a secondary-level vocational institution, this shall be taken into account in the job requirement assessment.

MODEL FOR ASSESSMENT OF THE REQUIREMENT CATEGORY OF EMPLOYEES' DUTIES

Company: _____

Duty: _____ Date of assessment: _____

	SKILLS REQUIRED FOR THE DUTIES	A1, SIGNIFICANCE OF DUTIES FOR THE RESULT/OPERATIONS				
		Limited		Considerable		Extensive
A	Level					
	CATEGORY 1 The job is composed of a few similar tasks	75	85	100	110	
	CATEGORY 2 The job is generally composed of work involving a single field of competence	100	110	125	135	
	CATEGORY 3 The job is composed of work involving at least two fields of competence or is a demanding, specialist job			150	160	175 185
	CATEGORY 4 The job is composed of work involving at least two category-3 duties or is a highly demanding, specialist job			175	185	200 210
B	PROFESSIONAL EXPERIENCE REQUIRED	Professional experience required by the duties				
		Up to one year	1–5 years	More than five years		
		20	35	50		
C	C STRENUOUSNESS The special factors that the work recurrently involves and that stem from the difficulty, repetitiveness, and degree of engagement required	The level of strenuousness is normal	The work is more strenuous than normal	The work is extremely strenuous		
		20	35	50		
D	SIGNIFICANCE OF THE INTERACTION The complexity of interaction with the company's internal personnel and people outside the company	Limited	Significant	Extensive		
		20	35	50		

Classification result: _____ points

Person currently carrying out the duties in question:

The classification takes into account:

- Working on high masts or poles
- Having a welding qualification
- Working as a foreman
- Occupational instruction and guidance

MODEL FOR ASSESSMENT OF THE REQUIREMENT CATEGORY OF EMPLOYEES' DUTIES

Explanations for requirement category factors

A THE DUTIES' REQUIREMENT LEVEL, SKILLS REQUIRED

Category 1

- The job is composed of a few similar tasks
- The duties can be carried out in line with clear-cut guidelines
- The job does not require vocational-qualification-level knowledge
- The content of the job and individual tasks can be learnt with the aid of brief professional guidance

Category 2

- The job is generally composed of work involving a single field of competence
- The work is governed by the employer's general instructions and established modes of operation
- The job generally requires mastery of vocational-qualification-level knowledge
- The job requires knowledge of the network, equipment, or processes of the relevant field of activity

Category 3

- The job is composed of work involving at least two fields of competence or is a demanding, specialist job
- Guidance for the job tends to be general in nature
- Goals agreed on with the supervisor and the company's principles of operation guide the work
- The job always requires mastery of vocational-qualification-level knowledge of the field
- The job requires thorough knowledge of the network, equipment, or process involved

Category 4

- The job is composed of work involving at least two category-3 duties or is a highly demanding, specialist job
- Set goals and modes of operation guide the work more than instructions do
- The employee generally decides on the work arrangements him- or herself. The work often entails planning, interaction, and creative thinking
- The job requires mastery of more than vocational-qualification-level knowledge of the field
- The job requires broad-based knowledge of the company's network, equipment, or processes

MODEL FOR ASSESSMENT OF THE REQUIREMENT CATEGORY OF EMPLOYEES' DUTIES

Explanation of the requirement category factors

A1 IMPACT OF THE DUTIES ON OPERATIONS

1. Limited

- The result or time of the decision has little significance for the work of others
- The duties affect mainly the result of the employee's own work or the work of a small work group

2. Considerable

- The job requires some innovative development work
- The job affects mainly the results of the relevant portion of the operation

3. Extensive

- Decisions are often made on the basis of a combination of theoretical information, experience, and established modes of operation
- The job clearly affects the results of the entire operation

C STRENUOUSNESS

1. The strenuousness is normal

- The physical effort required by the work is normal, and no significant mental strain is involved

2. The work is more strenuous than normal

- The work requires moderate effort in part, or the work is light but entails some mental load

D SIGNIFICANCE OF THE INTERACTION

1. Limited

- Contacts are normal and require interaction with fellow workers

2. Considerable

- The job requires mainly internal communication on an expert level, primarily in the employee's own area of activity

3. Extensive

- The job requires a significant amount of communication on one's own initiative with customers, experts, and demanding stakeholders

3. The work is extremely strenuous

- The work requires continuous, moderate effort or short-term, recurrent, significant effort, or the mental load of the work is considerable

37 The personal pay component

37.1 The employee's personal characteristics that are relevant for his or her performance of the job in question shall be taken into account in the assessment of the employee's competence and performance. The assessment shall be carried out with the assessment system supporting the company's operations and objectives and the development of its personnel. Factors to be assessed include the workload, work quality, and ability to co-operate. In addition to these components, the system may cover, at the company's discretion, other factors supporting reaching of the above-mentioned objectives. The assessment result shall be discussed between the employee and the supervisor as necessary and at least once a year.

37.2 The personal pay component for an employee whose employment has continued for five years shall be at least three per cent of the wage determined in accordance with the job requirement category.

37.3 If an employee is entitled to a further-qualification allowance in accordance with paragraph 42.1.1, it constitutes a personal pay component that is not included in the minimum component in accordance with paragraph 37.2.

37.4 An example of a simple competence assessment system follows:

	Learning level	Basic level	Target level
Factors			
Workload		x	
Quality of work	x	o	
Ability to co-operate		x	o
Company-specific factor 1			x
Company-specific factor 2		x	
Company-specific factor 3	x	o	

x = the person's assessment result
o = target for the next period

Learning level = The level required by the job having not yet been reached

Basic level = The level required by the job

Target level = A good level in line with the job

38 Pay-related concepts

Concept	Explanation
Wage determined in accordance with the job requirement level category	Wage specified for the relevant job requirement
Personal pay component	A pay component paid on the basis of the person's competence and performance (this includes the further-qualification allowance)
Hourly wage	Wage determined in accordance with the job requirement level + personal pay component
Monthly salary	pay component
Hourly earnings	Hourly wage + additional allowances
Monthly earnings	Monthly salary + additional allowances
Average hourly earnings period	Average hourly earnings calculated for a specific period
Basic wage	Wage per hour paid for an employee on monthly pay, calculated by division of the monthly salary including fringe benefits by the monthly salary divisor

39 Modes of payment

The modes of payment shall be time-based payment and performance-based payment. The corresponding terms for work are 'time-based work' and 'performance-based work'.

40 Time-based work

An hourly wage in accordance with pay regulations, including any additional allowances, shall be payable to an employee who performs time-based work.

41 Performance-based work

41.1 Performance of work at piecework rates or as other performance-based work may be agreed upon locally.

41.2 In work for which it is difficult to apply direct piecework pay rates, the employer and employee may agree to use other forms of performance-based pay. In such cases, the regulations on contract work shall be observed where appropriate.

41.3 The special allowances mentioned in Section 42 must not be included in performance-based pay; they shall be paid separately.

41.4 Contract pricing must be such that, at a normal pace for contract work, piecework-rate pay is at least 30% above the wage specified in line with the requirement level and increases as performance improves, in at least similar proportions.

41.5 The portion of the piecework-rate pay in excess of the wage determined in accordance with the requirement level is called contractual profit.

41.6 In contract work, the hourly wage + 15% is guaranteed. This guarantee does not, however, apply to cases wherein the employee or work group has repeatedly failed to reach the contractual profit in accordance with the contract guarantee even though the work conditions have been normal and no other impediments resulting from work arrangements or contract pricing have arisen.

41.7 In contract work, the objective should generally be to keep the contract price unchanged when factors affecting it remain unchanged.

41.8 If, on account of the uniqueness or novelty of the work or a lack of time, the employer or employee has not been able to estimate the contract price correctly and the employee therefore has not gained a 30% contractual profit at a normal pace for contract work, the contract price may be reviewed; the same applies if the same factors have led to overcharging.

41.9 Unless consensus can be reached on the contract price in local bargaining, the case shall be referred to the federations for decision in accordance with the negotiation procedure set forth in this Collective Agreement. The federations' decision shall be binding for both parties. This must not form a basis for a slower pace for contract work.

41.10 For contract work without a fixed contract-price list, a contract price shall be agreed on before work begins, and proof of that contract price and information on the bases for calculation shall be given to the employee. Contracts should include short work stages, with clear milestones, so far as is possible.

41.11 The work included in the contract price must be specified in advance of the work. Separate payment must be made for all additional work caused by changes to plans and for materials' removal from storage, return, and transport.

41.12 Under a joint contract, the employee receives his or her share of the contract profit in proportion to his or her hourly wage and the number of hours of work with which he or she has participated in the work under the joint contract. Deviations from the latter principle are permissible only with the agreement of all employees who participated in the contract work.

41.13 When a joint contract is divided among employees taking part in the contract work, further-qualification allowances shall not be deemed part of hourly wages; these shall be paid separately, outside the contract.

41.14 If a company's employees perform duties for which the provisions of this Collective Agreement applying to performance-based pay rates are inappropriate, the use of other modes of performance-based pay shall be agreed upon locally.

41.15 The application of electrical-work contract pricing for indoor installation work in new buildings in the electrical installation industry may also be agreed upon locally.

42 Additional allowances

42.1 Further-qualification allowances

42.1.1 A further-qualification allowance shall be paid to an employee who has successfully earned a further qualification or specialist qualification confirmed or controlled by the National Board of Education and who works in a job commensurate with that qualification. A specialist-qualification allowance shall be paid for a successfully completed specialist qualification as a work-supervision technician (*työtekniikko*), provided that the person works in a job commensurate with said qualification. The allowance shall be paid for one qualification.

42.1.2 Payment of the allowance begins at the beginning of the first pay period following the date on which the diploma or certificate was signed.

42.1.3 The employer shall grant the employee an opportunity to participate in examinations for qualifications mentioned in this section, 'Further-qualification allowances'.

42.1.4 The employee shall be compensated for any loss of earnings caused by the participation in an examination for further qualification and for the related costs incurred, provided that the employee has agreed with the employer in advance on his or her participation and provides an account of the result attained / the completed qualification. The above-mentioned compensation shall be paid once for a theory-based examination and once for a practical examination. The employee shall be granted an opportunity to re-sit the examination but without the above-mentioned compensation.

42.2 Allowance for unusually dirty work

42.2.1 An allowance for unusually dirty work shall be paid for work that is clearly distinguishable from dirty work in the relevant industry and wherein protective clothing provided by the employer does not ensure sufficient protection (see paragraphs 42.2.2–42.2.4).

42.2.2 Work is considered unusually dirty when its dirtiness is comparable to the following jobs (application is limited with regard to the last three items listed; see paragraph 10 of the protocol of signature dated 20 December 2011):

- The creosote phase in pole treatment
- Working on wet creosoted poles
- Scraping and painting of poles
- Repair work inside steam boilers
- Working in coal and coke depots
- Oil change for transformers and oil circuit-breakers
- Maintenance and repair of brush equipment of electric machines
- Work carried out at the fire site after a fire
- Repairing old piping and valves insulated with mass-impregnated insulation or mineral wool
- Installation and maintenance work carried out in animal quarters
- Work carried out in cable wells, heating channels or cable conduits, watery cable trenches, and foundries
- Cable coupling and cable repair carried out in soil pits
- Oil change of emergency generators for backup power units

42.2.3 A greater allowance for unusually dirty work shall be paid when work takes place

- within steam-plant boilers in combustion-gas heat exchangers and electric filters, along with desulphuration equipment (the pay increase does not apply to those under construction or separately cleaned);
- in the waterways and groundwater wells of hydroelectric power plants;
- as complete clean-out of empty cooling-water tunnels of thermal power stations;
- as sampling work related to peat reception in peat-fired power plants and in removal of blockages of peat conveyors;
- as maintenance and repair work to the end-product treatment equipment of a Lifac desulphuration system, when the equipment must be opened; or
- in extension work for grease cables.

42.2.4 The allowance for unusually dirty work shall always be paid for a minimum of four hours.

42.2.5 A per-working-hour allowance may be replaced with a fixed average allowance.

42.2.6 Local agreement may be made to create company- or place-of-business-specific lists of work considered unusually dirty.

42.3 Heat allowance

42.3.1 A heat allowance shall be paid if the air temperature in the workplace exceeds 37 °C when work is carried out inside.

42.3.2 The heat allowance mentioned in the preceding item shall be paid threefold if the air temperature in the workplace exceeds 70 °C when work is being carried out inside a steam plant.

42.4 Mast allowance

42.4.1 When work takes place on masts or poles higher than 25 m above ground level and this has not been taken into account in the job requirement assessment, a mast allowance shall be paid for the relevant work period in accordance with the table below, unless there is local agreement otherwise.

42.4.2 When work takes place on masts located on roofs, the payment of a height allowance shall be agreed upon case-specifically.

42.4.3 When work takes place on poles or masts as set out above, no other additional allowances for working conditions shall be paid.

42.5 Shift-work bonus and evening- and night-work bonus

42.5.1 An additional allowance shall be paid to employees in two- and three-shift work.

42.5.2 The requirement for the allowance payable for shift work shall be deemed to be fulfilled if the total additional compensation paid for a 24-hour period corresponds with the euro amounts agreed upon here, even if divided in other ways across multiple shifts.

42.5.3 The following additional allowance shall be paid for the hours of work not constituting shift, overtime, or emergency work and carried out during working hours that differ from the company's prevailing working hours for single-shift day work (i.e., in evening and night work):

Evening-work bonus

An evening-shift bonus shall be paid for the hours of work performed between 6pm and 10pm.

Night-work bonus

A night-shift bonus shall be paid for the hours of work performed between 10pm and 6am.

42.6 Welding-qualification allowance

42.6.1 If a local agreement has been concluded to pay the welding-qualification allowance as an additional allowance, said allowance shall be paid to a welder from whom the employer requires welding skills of a welding process defined by the employer, complying with Class B job requirement classification, and who has passed the qualification test of welders in accordance with standard SFS-EN ISO 9606 or a similar standard. The qualification must be proven with a valid certificate of qualification that complies with the standard and is required for the work.

42.6.2 The welding-qualification allowance shall be paid on condition that the requirement of a qualification test has been agreed in advance with the employer. The payment of the allowance shall start from the beginning of the pay period following the date of passing the qualification test, and the payment of the allowance shall end upon the expiry of the qualification test.

42.6.3 The employee shall be compensated for any loss of earnings incurred as a result of participation in an examination for further qualification and for the related actual costs incurred. Such compensation shall only be paid for successful completion.

42.7 Foreman's allowance

42.7.1 If work as a foreman has not been taken into account in the job requirement assessment, a foreman's allowance shall be paid to a foreman who has been assigned for the work group and who organises and controls the work of the group and is responsible for it. As a representative of the employees, the foreman shall also monitor the group's occupational health and occupational safety conditions.

42.7.2 Payment of the allowance shall begin when the foreman's duties begin and end when the employer gives notification of the termination of foreman's duties. The amount of

the allowance depends on the number of employees in the work group and the number of users of the construction machinery.

42.8 Tunnel allowance

(Limited application – see paragraph 11 of the protocol of signature dated 20 December 2011)

A monthly tunnel allowance shall be paid to an employee who continuously works in underground rock tunnels or other, similar underground equipment shelters for a minimum of six hours per day and a minimum of 12 days per calendar month.

If the duties of the person concerned change such that he or she no longer works in the above-mentioned conditions, the allowance shall be discontinued.

42.9 Combination allowance

42.9.1 A local agreement may be concluded on replacing the additional allowances referred to in paragraphs 42.1–42.8 of this Collective Agreement with an average allowance that is determined in account of the allowances to be replaced and the extent to which the employee works in the relevant conditions. An average allowance shall be paid per actual work hour.

42.9.2 When the grounds for payment of said average allowance change, the amount of the allowance shall be redefined or the payment shall be terminated.

42.10 Additional allowances

As from 1 July 2022 or the beginning of the nearest subsequent pay period, the additional allowances shall be:

	EUR/h	1 July 2022 EUR/mth
Vocational qualification allowances		
Vocational qualification	0.78	134.54
Specialist vocational qualification or higher vocational qualification	1.47	252.00
Allowance for exceptionally dirty work		
	0.51	
Increased	1.08	
Foreman's allowance, size of working group		
2	0.41	
3–6	0.74	
7–	1.20	
Heat allowance	0.52	
Mast allowance		

Over 25m and max. 30m	1.97	
Over 30m and max. 70m	5.38	
Over 70m and max. 130m	6.44	
Over 130m	7.27	
Welding qualification allowance	0.52	
Shiftwork allowance		
Evening shift	2.06	
Night shift	3.96	
Tunnel allowance		112.11

43 Average hourly earnings of an employee on hourly pay

43.1 The average hourly earnings of an employee shall be calculated by division of the employee's earnings for time worked under the various modes of payment within the three previous months, including any additional allowances but excluding bonuses for overtime and Sunday work, by the total number of hours worked during the same period.

43.2 The calculation period begins and ends in line with pay periods.

43.3 If the average hourly earnings are lower than the hourly wage, then any pay calculated on the basis of the average hourly earnings must follow the hourly wage.

43.4 In calculation of average hourly earnings, the total earnings received from a long-term contract that is divided over more than one financial period may be distributed over the financial periods in question in proportion to the hours worked.

43.5 Supplements for work done by an employee on hourly pay as overtime, on a Sunday and/or public holiday, on the Saturday of a week including a public holiday, and as emergency work under paragraphs 20.1, 22.1, 22.2, 23.1, 23.2, and 25.4 shall be calculated on the basis of average hourly earnings.

44 Compensation of an employee on monthly pay for loss of earnings

When an employee on monthly pay is compensated for loss of earnings, the wage paid is the amount the employee would have earned during regular working hours.

(This provision refers to sick pay, absence due to the illness of a child, pay during maternity/paternity leave, and training.)

45 The monthly pay divisor and basic wages

For calculation of the wages of an employee on monthly pay for work done as overtime work, on a Sunday and/or a public holiday, on the Saturday of a week including a public holiday, and as emergency work under paragraphs 20.1, 22.1, 22.2, 23.1, 23.2, and 25.4, the basic wage shall be calculated by division of the monthly salary, including fringe benefits, by 160 if there are 40 or 38.25 regular working hours per week and by 158 if there are 37.5 regular working hours per week. If the regular working hours are other than those

above, the divisor shall be the similarly calculated average of the actual number of working hours spent on regular work in a month.

46 Calculation of the part-time wages of employees on monthly pay

When one is calculating the wage payable for part-time work, the wage payable per hour shall be calculated via division of the monthly pay by the number of regular scheduled working hours in the month in question.

47 Performance-based rewards and profit bonuses

The employer may supplement wages payable under this Collective Agreement with productivity rewards, which generally are based on objectives for operations, such as reaching of performance and development targets, and with profit bonuses, which are essentially based on the financial results, such as turnover, gross operating profit, and net profit.

The adoption, amendment, and termination of a system of performance-based rewards or a profit-based-bonus scheme shall be considered in co-operation proceedings. Current instructions issued by the Finnish Centre for Pensions shall be observed in any cash profit bonus and profit distribution.

Performance rewards and profit-based bonuses shall not be taken into account in calculation of employees' annual-holiday pay and annual-holiday compensation; compensation for overtime and additional work; or other wages, allowances, and compensation under this Collective Agreement. The general-wage-increase terms under this Collective Agreement shall not apply to performance-based rewards and profit bonuses.

48 Local agreement

The provisions of this chapter (Chapter V, 'Wages') may be derogated from by local agreement.

VI MISCELLANEOUS COMPENSATION

49 Local-government duties

49.1 The employer shall compensate an employee who is an acting member of a local council or government or of an election board or committee statutorily appointed for general or local elections for loss of earnings from regular working hours in such a way that, with this plus the compensation for loss of earnings paid by the municipality, the employee receives full pay benefits.

49.2 The compensation shall be payable after the employee has provided the employer with an account of the compensation for loss of earnings paid by the municipality.

50 The 50th or 60th birthday

An employee whose employment has continued uninterrupted for not less than three months shall be entitled, on his or her 50th or 60th birthday, to paid leave corresponding to regular working hours, if the birthday coincides with a work day for the employee.

51 Conscription

51.1 The employer shall pay an employee participating in mandatory military service his wage for eight hours for the day of conscription. If the employee also works on the day of conscription, also regular wages for the time at work shall be paid.

51.2 An employee participating in a special medical examination for the purpose of conscription shall be compensated for loss of earnings for the time for which, according to an acceptable explanation, the employee has to be absent from work during his regular working hours on account of the examination.

52 Military-reserve refresher courses

The employer shall compensate an employee participating in a military-reserve refresher course and an employee called up as a reservist to undergo training in special civil-defence functions for the loss of earnings by making up the difference between the amount paid by the state (in reservist's pay) and the employee's full pay benefits.

53 Illness or death of a close relative

The death of an employee's parent(s), spouse or child(ren), along with sudden serious illness of an employee's parent(s) or spouse, shall entitle the employee to a day off with pay.

54 Grounds for compensation of an employee on hourly pay

Compensation referred to under paragraphs 49–53 shall be calculated for an employee on hourly pay on the basis of average hourly earnings.

55 Collective bargaining and meetings of trade unions and national labour and employer confederations

An employee shall be entitled to participate in collective bargaining between unions and in the meetings of working groups agreed upon under this Collective Agreement. An employee shall also be entitled to participate in meetings of his or her trade union and meetings of the board and council (or a similar decision-making body) of the employee's national labour and employer confederation at which matters having to do with the Collective Agreement are discussed. These days shall not be counted as days of absence in determination of

reduction in working hours, and with respect to regular working hours they are comparable to regular working hours when one is calculating remuneration payable for overtime.

The salary of an employee on monthly pay shall not be reduced because of participation in meetings of said employee's trade union and board and council meetings of the employee's national labour and employer confederation. For meetings referred to in this chapter, an employee on hourly pay shall be paid compensation in line with the average hourly earnings for normal working hours.

VII WORKING CONDITIONS

56 Occupational health and safety, tools, and equipment

56.1 To ensure sufficient occupational safety and health, the necessary occupational safety and health procedures must be taken into account in the manner required by the Occupational Safety and Health Act (*Työturvallisuuslaki*) in the work and its planning, preparation, and management. Refusal to perform work for which appropriate safety measures have not been taken shall not be deemed to be refusal to work.

56.2 If work performed on one's own features characteristics of hazardous solitary work, special attention shall be paid to occupational safety and health procedures and to safe working conditions. An employee working alone shall be equipped with the necessary means of communication when no other communications are available (for example, when the area is uninhabited. An employee must not be sent alone to an uninhabited area, apart from in work performed from the ground during daylight that may be performed on one's own safely, in proper consideration of occupational safety and health factors.

56.3 The employee shall carefully comply with his or her statutory and contractual obligations and shall use the designated protective equipment for prevention of accidents and health hazards, while also otherwise exercising the necessary caution at work.

56.4 Appropriate work gloves and protective clothing appropriate for the working conditions shall be provided when necessary for use by current employees (for example, protective overalls, rubber boots, thermal underwear, thermal protective overalls, rainwear, protective clothing approved for electrical work with a danger of arcing, and protective footwear).

VIII CO-OPERATION

57 Development activity

57.1 In accordance with the principles of this Agreement, employees and their representatives shall be able to take part in development and implementation of any change in the work organisations, technology, working conditions, and work duties.

57.2 The improvement process in industry and any associated application of new technology at work must seek more meaningful, varied, and progressive duties for

employees and greater productivity. This will facilitate employees' personal development in their work and improve their ability to undertake new duties.

57.3 The measures adopted must not result in the overall burden on the employee increasing to such an extent that it jeopardises the employee's health and safety. Progress in development of productivity and of production and staff shall be monitored in the workplace through co-operation at regular intervals. The monitoring systems and key figures necessary shall be agreed upon locally.

58 The shop steward

General notes

The term 'shop steward' refers to the chief shop steward elected by employees who are members of the local branches of the trade unions that have signed the Collective Agreement, the negotiating shop steward for a group, the district chief shop steward, and the shop steward elected for a department of a company / place of business or corresponding unit, along with their deputies when deputising for the chief shop steward or shop steward.

Election

58.1 The chief shop steward

Employees shall be entitled to elect one of their number to serve as chief shop steward and another to serve as deputy chief shop steward.

58.2 The district chief shop steward

When an enterprise operates over a wide area nationally, a local agreement may be concluded on electing chief shop stewards and their deputies to serve for expediently sized district entities instead of electing the above-mentioned chief shop steward.

58.3 The shop steward for a work department or corresponding unit

When so proposed by the employees, a local agreement shall be concluded on the election of a shop steward and a deputy shop steward to serve for a department of a company / place of business or corresponding unit.

58.4 The negotiating shop steward for a corporate group

A local agreement may be concluded on election of a negotiating shop steward and deputy negotiating shop steward for a corporate group.

It may additionally be locally agreed that a negotiating shop steward for a corporate group shall serve as chief shop steward for some or all of the companies of the group in question.

58.5 Spheres of responsibility

In agreement on shop stewards, their sphere of responsibility shall be of expedient size and scope to promote the consideration of matters in accordance with the collective-bargaining system.

Application guide 1: *In local negotiations concerning shop stewards, particular attention shall be paid on the number of shop stewards relative to the number of employees represented, regional or geographic coverage, representation in different business entities, as well as the actions and communication realistically possible for the shop steward.*

If agreement cannot be reached locally regarding the necessity and appropriateness of electing a shop steward, the parties shall provide grounds for their view and inform the unions of their views with justifications. The unions shall assist local parties in reaching a local solution.

Application guide 2: *If members of both signatory unions are in the service of the company, attending to the business of members of the union left without a chief shop steward shall also be taken into account when the necessity for a departmental shop steward is being considered. A departmental shop steward may then be elected for this purpose if it is established that this is justified in consideration of the goal of expedient arrangement of duties and the meaningfulness of the field of duties.*

58.6 Unless there is local agreement otherwise, the shop steward shall be an employee of the relevant company who works in the workplace in question and is conversant with conditions in that workplace as an employee there. A district chief shop steward too shall work within the district entity concerned, and a departmental shop steward shall work in the department in question or a corresponding unit.

58.7 It may be agreed locally that the chief shop steward or a district chief shop steward may attend to the duties of the occupational safety and health representative or vice versa and that the departmental shop steward may attend to the duties of the occupational safety and health agent or vice versa.

58.8 Employees shall be entitled to arrange the election of a shop steward in the workplace. However, the organisation and completion of the election must not interfere with the work. The time and venue for the election shall be agreed on with the employer no later than 14 days before election is to take place.

58.9 The shop steward shall represent employees and their organisations in handling of matters having to do with application of the Collective Agreement and labour legislation and generally with regard to issues related to relations between the employer and the employee.

The shop steward shall also endeavour to maintain and improve healthy negotiations and co-operation, along with the local bargaining between the company and the staff.

58.10 With their consent, the shop steward may represent temporary-agency workers in handling of matters between the company and temp-agency workers.

59 Occupational health and safety

59.1 The sphere of responsibility of an occupational safety and health representative shall be the same as that of the chief shop steward concerned, unless the relevant parties have agreed otherwise locally.

59.2 Unless other duties have been agreed upon locally, it shall be the duty of an occupational safety and health agent to participate in processing of matters of occupational safety and health co-operation falling within his or her sphere of responsibility and in the related implementation.

59.3 The selection, number, duties, and areas of responsibility of the occupational safety and health agent shall be agreed on locally in accordance with the criteria agreed upon above for a departmental shop steward. The employees concerned shall elect one of their number to serve as occupational safety and health agent.

60 Notifications

60.1 The employer shall be notified in writing of the shop stewards elected, when a deputy deputises for the chief shop steward, and when an occupational safety and health representative or agent performs the duties of a shop steward or shop stewards perform occupational safety and health duties.

60.2 An occupational safety and health representative shall notify the employer in writing when a deputy deputises for the occupational safety and health representative.

60.3 The employer shall notify the shop stewards of the persons who will negotiate with them on behalf of the company.

61 Release from work

61.1 Temporary, regularly recurrent, or permanent release from work shall be arranged as necessary for the chief shop steward and the occupational safety and health representative for the purpose of attending to the duties thereof. Temporary release from work shall be arranged as necessary for other shop stewards than the chief shop steward, an occupational safety and health agent, and other staff representatives who are involved in co-operation between the company and the staff under this Agreement.

61.2 Assessment of the need for such release from work shall allow for such factors as the number of employees in the staff group concerned, the nature of production and operations, and the volume of the duties required.

61.3 Unless this term is precluded by the company's practice or there is local agreement otherwise, a chief shop steward or occupational safety and health representative whose sphere of responsibility includes no fewer than 10 employees shall be granted release from work referred to in this Agreement thus:

Number of employees at the start of the year	Hours per year
10–25	120
26–75	240
76–100	360
101–150	480
151–200	600
201–250	720
251–300	840
301	960

61.4 At power plants, however, the figure for release of occupational safety and health representatives shall be 70% of that in the above table unless there is local agreement otherwise.

61.5 The time allocation for a chief shop steward and an occupational safety and health representative shall be arranged in such a way that it is distributed in a sufficiently even manner over the year, in different weeks. The chief shop steward and occupational safety and health representative shall present their time-allocation plan for approval by the employer. If a chief shop steward or an occupational safety and health representative has been released from work duties for regularly recurrent periods, said person shall, as a general rule, attend to the duties linked to that position at these times. However, the management shall also grant release from work at other times that are suitable from the perspective of that work in order for the employee to attend to essential business. The employer shall pay compensation for the earnings lost by the chief shop steward and occupational safety and health representative for the times mentioned above.

61.6 In the event that the same person performs both shop steward's and occupational safety and health duties, this shall be deemed a factor tending to increase the agreed length of release from work.

62 Compensation for loss of earnings

62.1 The employer shall pay compensation for the earnings lost by a staff representative referred to in this Agreement through working hours spent either in local bargaining with the employers' representatives or in serving other functions agreed on with the employer. The basis used in compensation for loss of earnings of an employee on hourly pay shall be his or her average hourly earnings in accordance with the Collective Agreement. The monthly pay for an employee on monthly pay shall not be reduced.

62.2 If a shop steward, an occupational safety and health representative, an occupational safety and health agent, or a member of an occupational safety and health committee or a corresponding co-operation body performs duties agreed upon with the employer outside regular working hours, then the amount of remuneration payable for overtime shall be paid for the time so spent, or some other form of additional compensation shall be agreed upon

with the person concerned. What has been agreed on in the Collective Agreement with regard to travel regulations shall apply in other respects.

63 Other types of remuneration

63.1 A chief shop steward and an occupational safety and health representative shall receive the following remuneration:

Employees at end of previous year	1 July 2022 EUR/mth
5–9	71.23
10–24	111.30
25–50	146.89
51–100	207.84
101–200	245.17
201–400	289.34
401–600	326.44
601–	382.89

64 Status

64.1 The employer shall arrange an appropriate place for the chief shop steward and the occupational safety and health representative to keep the materials that are required for performance of their duties in this capacity. Additionally, for the chief shop steward and the occupational safety and health representative who has been granted regular relief from work, the employer shall arrange appropriate premises on which confidential discussions that are necessary for performance of their duties in this capacity may be conducted.

64.2 The chief shop steward and the occupational safety and health representative shall be entitled to use the office and similar equipment customarily used at the company, such as computer equipment, associated software, and Internet connections (for e-mail) that are in general use at the company, to attend to the duties of chief shop steward and occupational safety and health representative. The practical arrangements shall be agreed upon locally.

64.3 The conditions referred to above shall also be arranged for a shop steward referred to in the implementation terms in paragraph 58.5.

64.4 The chief shop steward shall, by agreement with the employer, be entitled to invite shop stewards within his or her sphere of responsibility to joint negotiations as necessary and at least once during the term of this Agreement.

64.5 The opportunities of a shop steward or an occupational safety and health representative for personal development and professional advancement must not be impaired on account of the duties involved. An employee serving as a shop steward or an occupational safety and health representative may not, while attending to these duties or on account thereof, be assigned to work at lower pay than that applicable when said employee was elected to serve as a shop steward or occupational safety and health representative.

Nor may that employee be transferred to work of lower value if the employer is capable of offering him or her other work corresponding to his or her vocational skills.

64.6 If the work duties of a person elected to serve as a chief shop steward or an occupational safety and health representative hamper his or her attendance to the duties associated with that position, other work shall be arranged for that employee, in consideration of conditions in the workplace and the relevant person's vocational skills. Such an arrangement may not lead to reduction of said person's earnings. The earnings of a chief shop steward and an occupational safety and health representative shall progress at least in a manner corresponding to the general progress of earnings at the company.

64.7 After the term of office of a chief shop steward or occupational safety and health representative has ended, said employee and the employer shall jointly determine whether maintenance of the employee's vocational skills requires vocational training in that employee's former duties or for corresponding ones. The employer shall arrange any training that this determination indicates to be required. In decision on the content of such training, attention shall be paid to release from work, to the length of the term of office, and to any changes in work methods that have occurred during the period in question.

65 Security of employment

65.1 In the event that workers with the company are dismissed or laid off for finance- or production-related reasons, such measures must not affect the chief shop steward or the occupational safety and health representative unless the operations of the relevant production unit are discontinued entirely. This provision shall not apply if it is jointly established with the chief shop steward or occupational safety or health representative that no work can be offered thereto that corresponds to that employee's vocation or is otherwise suitable for him or her.

65.2 The employment contract of another shop steward than the chief shop steward may be terminated, or the shop steward may be laid off, in accordance with Chapter 7, Section 10(2) of the Employment Contracts Act only when the work ceases entirely and the employer is unable to arrange work for the shop steward that corresponds to that employee's vocational skills or is otherwise suitable for him or her and is unable to train the employee for other duties in the manner referred to in Chapter 7, Section 4 of the Employment Contracts Act.

65.3 The employment contract of a shop steward or an occupational safety and health representative must not be terminated for reasons due to the shop steward or the occupational safety and health representative without the consent of a majority of the employees whom said shop steward or occupational safety and health representative represents, as is required by Chapter 7, Section 10(1) of the Employment Contracts Act.

65.4 The employment contract of a shop steward or an occupational safety and health representative must not be cancelled in a manner contrary to the provisions of Chapter 8, sections 1–3 of the Employment Contracts Act. Cancellation of an employment contract on the grounds that a shop steward or an occupational safety and health representative has infringed administrative rules shall not be possible unless that employee has also repeatedly or substantially failed to perform his or her work obligations, despite having been cautioned

in this regard.

65.4.1 If the employer terminates the employment contract of the deputy chief shop steward or the first deputy of the occupational safety and health representative or lays off said employee at a time when the employee is not deputising for the chief shop steward or the occupational safety and health representative or does not otherwise enjoy the status of a shop steward or an occupational safety and health representative, the termination or layoff shall be deemed due to the employee's duties of chief shop steward or occupational safety and health representative, unless the employer can prove that it had some other reason.

65.5 The foregoing terms on security of employment shall also apply to a duly nominated candidate for the position of chief shop steward whose candidature has been reported in writing to the employer and to a candidate for the position of occupational safety and health representative whose candidature has been reported in writing to an occupational safety and health committee or some corresponding co-operation body.

65.5 The foregoing terms on security of employment shall also apply to a duly nominated candidate for the position of chief shop steward whose candidature has been reported in writing to the employer and to a candidate for the position of occupational safety and health representative whose candidature has been reported in writing to an occupational safety and health committee or to some other, corresponding co-operation body. However, protection of candidates shall begin no sooner than three months before the start of the term of office of the chief shop steward or occupational safety and health representative to be elected and shall expire with respect to a candidate who is not elected when the outcome of the election has been established.

65.6 The terms for security of employment shall continue to apply to an employee who has served as a chief shop steward or an occupational safety and health representative for a further period of six months after said employee's duties as chief shop steward or occupational safety and health representative come to an end.

65.7 If the employment contract of a shop steward or an occupational safety and health representative has been terminated in a manner contrary to this Agreement, then the employer shall pay compensation of no less than 10 months' and no more than 30 months' wages to the employee concerned. The compensation shall be determined on the basis of the principles set out in Chapter 12, Section 2(2) of the Employment Contracts Act. Infringement of rights under this Agreement shall be considered an aggravating factor that increases the compensation payable. The compensation described above shall be no less than four months' wages and no more than the compensation specified in accordance with Chapter 12, Section 2(1) of the Employment Contracts Act when no more than 20 employees (salaried or not) work regularly in the production unit or corresponding operating unit.

65.8 Compensation for unjustified layoff under this Agreement shall be determined in line with Chapter 12, Section 1(1) of the Employment Contracts Act.

65.9 If the employment contract of a chief shop steward or an occupational safety and health representative is cancelled and said person disputes the cancellation, the employee shall pay the chief shop steward or occupational safety and health representative the sum corresponding to one month's salary in addition to any other compensation, if a claim regarding the matter is filed in court within four weeks from the cancellation of the employment contract.

65.10 The status of a chief shop steward and an occupational safety and health representative shall continue as such, notwithstanding assignment of business operations, if the assigned business or part thereof retains its independence. If a business or part thereof to be assigned loses its independence, then the chief shop steward and the occupational safety and health representative shall be entitled to protection against termination as referred to in Chapter 7, Section 10 of the Employment Contracts Act for six months from the end of the term of office arising from the assignment of business operations.

65.11 The terms of this chapter of the Agreement shall apply to a deputy chief shop steward and a deputy occupational safety and health representative for the time during which they serve as deputies in accordance with the notification required by this Agreement.

66 Communication

66.1 Unless there is local agreement otherwise, a chief shop steward shall, for the purpose of attending to the duties of that position, be entitled to obtain information corresponding to the quarterly statistics of the Confederation of Finnish Industries (EK) about the wage level and breakdown of the employees in the chief shop steward's sphere of responsibility immediately after EK's wage statistics have been compiled, provided that a statistical grouping can be created for the relevant branch from the wage information collected at the company. Wage information on employee groups with fewer than six employees shall be aggregated into a larger group for each company. If the workplace does not have wage statistics that encompass the information required under the terms above, the wage information to be given to the chief shop steward shall be agreed upon separately.

66.2 Additionally, a chief shop steward shall, if it is requested, be given information in writing on an employee's wage and its components, with the consent of the employee concerned.

66.3 A chief shop steward shall also be entitled to receive, in writing, the name and wage category or corresponding information, along with the date of commencement of employment, of the employees in the chief shop steward's sphere of responsibility, unless there is agreement otherwise locally or at branch level. This information shall be provided twice a year for employees employed by the company at the relevant time.

66.4 A chief shop steward shall be entitled to examine the current work-pricing systems at the company and the rules governing the application and calculation of the working-condition bonuses used in various manners of payment.

66.5 The chief shop steward and occupational safety and health representative shall be entitled to details of any subcontractors operating in the sphere of responsibility of said chief shop steward or occupational safety and health representative and of the workers serving these subcontractors in the workplace.

66.6 A chief shop steward shall be given the above-mentioned information in confidence for the purpose of attending to the associated duties.

66.7 If the employees or staff representatives of a company have, in accordance with this Agreement, obtained information related to the employer's business and trade secrets, this information may be discussed only between the employees and staff representatives

concerned, unless there is agreement otherwise between the employer and those entitled to obtain information. When giving notification of the duty of confidentiality, the employer shall identify the information covered by that duty and the duration of the confidentiality of the relevant information. Before the employer provides notification that the information shall be deemed a business or trade secret, the grounds for confidentiality shall be clarified for the employee or staff representative concerned.

67 Interaction between staff

67.1 A registered association affiliated with the signatory federation of the Collective Agreement that is relevant for the workplace in question and any department or workshop collective shall be entitled to arrange meetings in the workplace or at other, agreed facilities in order to transact business pertaining to labour-market issues or employment relationships in the workplace in the manner agreed on by the national labour and employer confederations or at branch level (or in accordance with established practice in the relevant workplace).

67.2 The staff union mentioned in the foregoing paragraph shall have the right to distribute to its members meeting notifications, written notices pertaining to employment in the workplace or labour-market issues in general, outside working hours (before the hours of work begin, during meal breaks, or after working hours) and in a canteen, changing room, or corresponding facility agreed upon with the employer outside the regular workplace (for example, off the factory floor). Such communication must identify its issuer.

IX TRAINING

68 Training referred to in the provisions

68.1

This Agreement shall apply to vocational training designated by the employer for its staff and to trade union training arranged for their members by the signatory organisations of the Collective Agreement.

68.2 The nature of the training and the extent to which it is subject to reimbursement shall be established before enrolment.

69 Vocational training

69.1 The forms of vocational training shall include apprenticeship, further vocational education, and induction. Vocational training shall serve as a means of staff development for maintaining and improving the professional abilities of staff at work and in the work community for purposes of reaching the objectives of the company and the targets for the service activity.

69.2 The company's development requirements and opportunities shall form the basis for the objective of enhancing the effectiveness of vocational training, with the views of the staff

on the need to develop their skills being taken into account.

70 Further vocational training

70.1 The purpose of further vocational training is to maintain and improve the vocational skills of an employee. Further vocational training is closely connected with work duties and their development. The assessment of the need for further vocational training shall be based primarily on the company's objectives.

70.2 If the employer considers participation in training to be essential for those duties, the employer may order the relevant employee to participate in training. In this case, the employer shall pay compensation for any loss of earnings incurred and also for any relevant travel expenses and training costs. No wages shall be paid for travel time.

70.3 If the employee does not consider participation in the training to be essential, the employer may nevertheless grant the employee the right to participate in the training and contribute, at the employer's discretion, toward compensation for the loss of earnings and for the travel expenses and other training costs.

71 Induction

The objectives of the employee's work community shall be introduced to the employee by means of induction to the employee's working environment and work conditions, and training shall be provided to the employee in his or her duties. Induction shall be carried out in conjunction with the employee's duties and during working hours.

72 Trade-union training and the right to participate

72.1 Trade-union training shall include shop steward's or occupational safety and health training arranged for the members by SAK or the signatory federations to this Collective Agreement, along with other training arranged by said organisations.

72.2 An employee shall be granted leave from work for the purpose of participating in shop steward or occupational safety and health training, if the course has been approved by the signatory organisations of the Collective Agreement and participation in the training is not significantly detrimental to the company's operations or the discharge of the employee's duties. The training courses referred to above shall be agreed between the signatory organisations of the Collective Agreement for each agreement period.

72.3 Leave shall be granted for the purpose of participation in other training referred to in paragraph 72.1, if taking part in the course is not significantly detrimental to the company's operations or the employee's duties. No compensation shall be paid for loss of earnings for this time.

72.4 In the event that the employee cannot be granted leave for the purpose of participating in trade-union training, he or she shall be entitled to an explanation of the grounds for the refusal no later than 10 days before the beginning of the course, if this is possible in light of when the request for participation was presented. In connection with this

refusal, the possibility of participating in training at a later date shall be investigated.

72.5 The employer's representative shall be given an opportunity to speak in the trade-union course.

73 Compensation and eligibility for wages during trade-union training

73.1 Having been granted leave for the purpose of participating in trade union training approved by the signatory organisations of the Collective Agreement, an employee on hourly pay shall be paid compensation for the loss of earnings incurred on account of participation in the training, calculated in accordance with his or her average hourly earnings. No deductions shall be made to the salary of an employee on monthly pay in consequence of participation in the training.

73.2 The employer shall be required to pay the above-mentioned compensation only once to any given person for any given training event (including training events of comparable content).

73.3 The meal allowance valid at the time shall be paid to the training organiser for each course day for which compensation is paid to the employee for loss of earnings.

73.4 Up to four weeks of shop-steward training and up to two weeks of occupational safety and health training may be granted to an employee in any given calendar year. In addition to the above, up to one week of occupational safety and health training may be granted to an occupational safety and health representative in any given calendar year, if necessary.

73.5 The employee shall apply for the release from work at the earliest opportunity and, whenever possible, no later than four weeks before the beginning of the course.

74 Persons entitled to trade-union training

74.1 A chief shop steward, district chief shop steward, deputy chief shop steward, and departmental shop steward shall be entitled to participate in shop-steward training, as shall the chairperson of the signatory federation's union branch operating at the company concerned.

74.2 An occupational safety and health representative, deputy representative, occupational safety and health agent, and member of an occupational safety and health committee (or, if one does not exist, a member of a corresponding local co-operation body) shall be entitled to participate in occupational safety and health training.

75 Social benefits

Participation in the training referred to in this Agreement for no longer than one month shall cause no loss of annual holiday, pension, or comparable benefits.

X USE OF EXTERNAL LABOUR

76 Use of external labour

76.1 There are two types of external labour used by companies that are parties to this Agreement. One type of external labour is used under a contract between two independent entrepreneurs for such operations as sales, supply, piecework, leasing, commission-based work, and work wherein the required work is carried out by an external entrepreneur without the other party to the contract having anything to do with the performance. Activity based on this type of contract is generally called subcontracting.

76.2 The other use of external labour is agency staffing, in which hired workers provided by agencies work for another company under the direction and supervision of that company.

76.3 Situations of the former type shall be referred to below as 'subcontracting', and situations mentioned in the paragraph directly above shall be referred to below as involving 'temporary-agency workers'.

76.4 A term shall be included in any contracts for subcontracting or temporary-agency work whereby the subcontractor or the temporary-work agency undertakes to comply with the general collective agreement for its industry and with labour and social legislation.

76.5 The employer shall advise the chief shop steward or other shop steward concerned of any outside labour involved in production, maintenance, and/or construction work, in advance. The notification shall specify the planned extent of such labour, the duties involved, and the duration of the contract. If the urgency of the work or a similar factor renders this impossible, the advice may exceptionally be given afterwards and without delay. The occupational safety and health representative too shall be advised, where this is possible, of the above-mentioned information. On request, the duties of any external workers and possibilities for having the work done by the company's own employees shall be reviewed jointly with the chief shop steward.

76.6 If there are grounds for suspecting that the company supplying external labour fails to meet obligations set forth by law or in the collective agreement, the situation shall be investigated in collaboration with the shop steward, and further measures to clarify the situation shall be agreed on when necessary. Any further measures to be taken shall be agreed upon locally.

77 Subcontracting

77.1 If any exceptional need arises to reduce the staffing of the company on account of subcontracting, then the company shall endeavour to assign the staff concerned to other duties within the company. Should this assignment not be possible, the company shall urge the subcontractor, if the latter is in need of labour, to hire for the relevant work, on their previous pay and benefits, those released staff who are suitable for the subcontracted work.

77.2 A contract shall not be given the form of a piecework contract between independent entrepreneurs when that contract is, in fact, an employment contract.

77.3 A chief shop steward and an occupational safety and health representative shall be entitled to details of any subcontractors operating in his or her sphere of responsibility and about the workers serving the relevant subcontractors in the workplace.

78 Temporary-agency workers

78.1 The company shall limit the use of temporary-agency workers to handling of exceptionally heavy workloads or otherwise to duties that are so limited in duration and nature that, for reason of the urgency of the work, its limited duration, its vocational requirements, special equipment requirements, or corresponding factors, they cannot be assigned to the company's own employees.

78.2 The use of temporary-agency workers assigned by various temporary-work agencies to perform the normal work of the company alongside its permanent employees and under the same management for an extended time shall be deemed to constitute improper temporary-agency work.

78.3 Other arrangements for the use of temporary-agency workers may be made by local agreement, notwithstanding the provisions of this section.

78.4 Companies using temporary-agency workers shall, if requested to do so, furnish the chief shop steward with an account of all issues pertaining to the work of such employees.

XI TRAVEL

79 General terms

79.1 An employee shall be required to travel for work when his or her duties so require. The employee shall be provided with details of the travel in advance.

79.2 The employer shall pay for all actual costs incurred in the travel, including, for example, those of tickets for travel by rail, inclusive of any sleeping berths in second class, and by air, ship, and coach in a corresponding class; mileage allowances; and other transportation costs and luggage costs.

79.3 'Travel day' shall refer to a period not exceeding 24 hours that begins when the employee departs either from his or her regular workplace or from home for the business trip. The travel day shall end when the employee returns home or to his or her regular workplace from the business trip.

79.4 Work trips made with a means of transport in the employee's possession shall be separately agreed upon in writing, with the exception of individual trips.

80 *Per diem* allowance for work in Finland and meal allowance

80.1 *Per diem* and partial *per diem* allowances shall be payable only for a day when the temporary place of employment is at least 40 kilometres (as measured along public highways) away from either the employee's regular workplace or the employee's home, whichever is where the travel began.

80.2 If the actual distance between the temporary place of employment and the regular workplace is at least two kilometres and, because of work, the employee is unable to have a meal during the meal break at the employee's normal eating place, the employee shall be paid a meal allowance as compensation for the meal expenses. The meal allowance shall be doubled if the time between the departure for the work trip and the return from it exceeds 10 hours.

80.3 In these terms, 'normal eating place' refers to a staff canteen or contracted eating location connected with the regular workplace or temporary place of employment or, in the absence of such a place, the employee's regular workplace itself. The normal eating place in the regular workplace shall be deemed unavailable if the actual distance to the temporary place of employment is at least two kilometres. This term shall not change locally agreed practices.

Item	Condition	EUR / 2022
Daily allowance	Travel min. 40 km and over 10 h	45.00
Daily allowance	Travel min. 40 km and last full travel day exceeds by min. 6 h	45.00
Partial daily allowance	Travel min. 40 km and over 6 h	20.00
Partial daily allowance	Travel min. 40 km and last travel day exceeds min. 2 h	20.00
Meal allowance	Travel min. 2 km and under 10 h	11.25
Double meal allowance	Travel min. 2 km and over 10 h	22.50
Half daily allowance	Two free meals	22.00
Half partial daily allowance	One free meal	10.00

80.4 If the company's work day has ended in accordance with the regular working hours in use at the company and the employee has to return to work, the above table shall be valid during the latter work period such that the travel is deemed to involve a new work trip. If the duration of the work is at least four hours, the meal allowance shall then be paid in accordance with the table, to the maximum daily amounts of tax-exempt allowances for travel expenses.

81 Mileage allowances

Compensation	EUR/2022
Per-kilometre allowance for using own car	0.46
Increase for additional person or equivalent goods	0.03
Increase for trailer	0.08

82 Compensation for overnight-travel expenses

The maximum amount of compensation for accommodation expenses payable in addition to the *per diem* allowance is determined on the basis of the receipt provided by the accommodation establishment or some other reliable document.

When there is no accommodation invoice, the overnight-stay allowance is 13 euros (in 2022).

83 Daily work-related trips

83.1 Travel during regular working hours shall be counted as working hours and compensated for in accordance with the hourly wage. The pay of an employee on monthly pay shall not be reduced.

83.2 If working hours begin directly at the temporary place of employment, the travel-time wage shall be paid for travel and calculated such that either the employee's regular workplace or his or her home is assumed to be the place of departure and return for the work trip, whichever is nearer the temporary place of employment. If the distance from the employee's home to the temporary place of employment is shorter than that to the regular workplace, no travel-time wage shall be paid.

83.3 If the employee begins the work trip from his or her regular workplace, a travel-time wage shall be paid; this shall be based on the time used for travel outside regular working hours.

84 Temporary work assignments

84.1 Travel to the assignment location

Travel-time compensation for up to eight hours on a weekday shall be paid for travel outside the regular working hours in use at the company. On Sundays, public holidays, and days off, compensation shall be paid for, at maximum, 16 hours. Compensation shall not be paid for time between 10pm and 7am if a sleeping berth has been paid for on behalf of the employee. Time used for travelling shall not be counted as working hours.

84.2 Travel at the assignment location

When the employee is on assignment, the portion of the daily travel time between the place of accommodation and the work site in excess of one hour shall be counted as working hours.

84.3 Visiting home during an assignment

84.3.1 The employer shall arrange for the employee one monthly return trip within Finland from the assignment location to the employee's place of residence and pay for this. The first such trip, however, shall not take place before one month has elapsed from the beginning of the assignment trip.

84.3.2 The employer may oblige the employee to take care of work-related business in conjunction with the trip. The above terms shall apply on the condition that, if the employee has to visit the location of the regular workplace for work-related reasons and is also able to visit home at this time, such a visit shall be deemed to correspond to a visit referred to in the foregoing paragraph. The visits mentioned above are meant to be arranged for weekends. In this case, travel costs and the *per diem* allowance shall be paid to the employee in accordance with this Collective Agreement but without compensation for travel time.

84.3.3 An employee who has been on a continuous work assignment for not less than three weeks before Easter, Midsummer, or Christmas Day shall be entitled to travel home for said public holiday, provided that the technical nature of the work or other compelling reasons constitute no impediment to this. In these cases, the employer shall compensate the employee under this Collective Agreement for travel tickets to the regular workplace and back to the temporary place of employment. The employee shall also be paid a *per diem* allowance and travel-time compensation for the hours used for travelling.

85 Work abroad

85.1 This Collective Agreement shall apply to short-term work assignments abroad, including maintenance and repair work or other short-term installation work comparable with this in terms of duration, unless the legislation or other conditions in the country of posting dictate otherwise. Travel-time wages shall not, however, be paid for the hours spent on travel outside regular working hours.

85.2 For any long-term assignment abroad, a written assignment agreement shall be concluded between the employer and the employee. The agreement shall clarify wage-related matters, working hours, accommodation, insurance, procedures applicable in the event of illness, taxation, issues of visits home, annual-holiday matters, and similar issues.

85.3 The *per diem* allowance in each country is the tax-exempt allowance determined annually by the Finnish Tax Administration.

86 Other provisions

86.1 Travel time outside working hours shall be calculated by rounding to the nearest half hour.

86.2 Time used for travelling outside working hours may be agreed on with the employee to be compensated for in whole or in part via granting of a corresponding amount of paid time off.

86.3 When the employee has to go on a work trip lasting more than two weeks, the employer shall notify the employee of the trip no less than one week beforehand, except in urgent cases.

86.4 If the employee transports other employees in the employer's vehicle or the car is equipped with tools required for the work, the travel time outside regular working hours shall

be counted as working time for the driver of the car in accordance with Labour Council Statement TN 1396-04.

86.5 Except where agreement is made otherwise in this Collective Agreement, the decision of the Finnish Tax Administration in force on the criteria for travel expenses being considered tax-exempt and the relevant amounts of these allowances shall be observed.

86.6 Employees shall be entitled, on request, to obtain from the employer a written record of the starting date of the employment and a description of their duties during the employment.

87 Staff facilities at work sites and accommodation

87.1 Staff facilities

87.1.1 Where conditions on the work site or the duration of work there so requires, appropriately equipped staff facilities shall be provided for the use of the employees.

87.1.2 In mobile work, the vehicle of the work group may be used for meals if it has an appropriate space for dining. If the space in the vehicle and its equipment do not meet the requirements set for an eating place, agreement shall be made on a case-by-case basis for arrangement of meal times.

87.2 Accommodation

87.2.1 In work assignments, no more than two persons shall be accommodated in the same room in the accommodation complex.

87.2.2 With work assignments continuing for longer than one week, accommodation shall be arranged in single-person rooms, when this is possible in consideration of local conditions.

87.2.3 The standard of accommodation shall not differ significantly from the general accommodation standard. Practical arrangements shall be agreed on locally, when necessary, before work begins.

88 Other arrangements

The terms related to travel may be derogated from by local agreement.

XII MISCELLANEOUS TERMS

89 Resolution of disputes

89.1 If a dispute arises with respect to a matter related to employment or this Collective Agreement and/or to do with any separate agreements associated therewith between the employer or the employer's representative and one or more employees, said parties shall seek to settle the dispute via local negotiations.

89.2 If no settlement is reached, the employer or the employer's representative and the chief shop steward or other shop steward shall negotiate, calling in expert assistance if that is necessary. The shop steward shall be provided with all the information necessary for settling of the case.

89.3 If no agreement is reached, the matter may be referred to the signatory federations for settlement, at the request of either relevant party. Each party shall prepare a memorandum on the matter that caused the dispute, specifying their point of view on the matter and their opinion on the reasons for the dispute. The above-mentioned memoranda shall be submitted without delay to the signatory federations, and the local parties shall be provided with their own copies of each memorandum.

89.4 If the federations cannot settle the matter by applying the negotiation procedure, the matter may be submitted to a labour court or a court of arbitration for settlement, in the manner agreed upon in the special protocol.

90 Collection of union membership dues

90.1 When so authorised by an employee, the employer shall withhold the membership subscription costs on behalf of the signatory labour organisations and shall credit these amounts in each pay period to the bank accounts designated by said organisations.

90.2 The parties recommend that the employers submit an employee-specific account of the payments of membership fees electronically to the trade unions every month or every three months.

90.3 Withholding shall be arranged in the manner separately agreed upon by the Central Organisation of Finnish Trade Unions SAK and the Central Organisation of Finnish Trade Unions in the accord signed on 13 January 1969.

90.4 A certificate of the sum withheld shall be given to the employee for tax purposes after the end of the calendar year or upon termination of the contract of employment.

90.5 If the employee does not submit a notice of cancellation of the membership fee upon termination of his or her contract of employment, the employer shall remind the employee of the matter.

91 Validity of the Agreement

91.1 This Agreement shall enter into force on 1 April 2022 and remain valid until 31 March 2024. If the parties do not reach agreement on pay increases for 2023 by 28 February 2023, the Collective Agreement may be terminated to end on 31 March 2023. After 31 March 2024, the Agreement shall remain in force one year at a time unless it is terminated in writing at least two months before its expiry.

91.2 When negotiating on a new collective agreement, the provisions of this Collective Agreement shall remain in force until a new collective agreement has been drawn up or the agreement negotiations have otherwise been concluded.

92 The form of the Agreement

This Collective Agreement has been prepared in four identical originals, one for each party.

Helsinki, 29 April 2022

FINNISH ENERGY

Jukka Leskelä

Timo Yli-Koivisto

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto

Minna Ääri

FINNISH ELECTRICAL WORKERS' UNION

Sauli Vântti

Hannu Luukkonen

THE TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL

Päivi Niemi-Laine

Håkan Ekström

The provisions of this appendix shall be valid until 31 December 2022 or until the start of the balancing period following that date.

Introduction:

In terms of uninterrupted three-shift working, an annual working time corresponding to the reduced working time shall be adopted on 1 January 2021 or from the start of the period for balancing used in the company / workplace. The parties shall set up a working group to agree on the technical implementation of the change. The term of the working group shall end on 30 November 2020.

The working group on the reformation of regulations concerning uninterrupted three-shift working, as mentioned in Section 5 of the Protocol of Signature to the Collective Agreement, shall continue its activities.

1. The provisions of the Collective Agreement pertaining to uninterrupted three-shift work shall be applied as they stand to an employee on hourly pay who is hired to carry out shift work (and assigned shift-leave-cover employees) and to an employee on hourly pay who has carried out uninterrupted shift work for at least a month. Provisions to do with working hours and other, similar provisions pertaining to daytime work shall be applied to an employee who carries out temporary shift work that lasts less than a month.
2. Regular working hours in uninterrupted three-shift work total eight hours a day and 33.4 hours a week, on average (33.9 hours during the four-week annual holiday). The annual working hours of those employees who are entitled to 30 days of annual holiday total 1,576 hours, and the annual working hours of employees with 24 days of annual holiday come to 1,600 hours.
3. The annual working hours in place for uninterrupted three-shift work shall be gradually reduced from the current level to that specified in paragraph 2 by means of decreasing the number of annual working hours by eight each year.
4. The reduction in the annual working hours shall be implemented via granting of employees on hourly pay one additional paid eight-hour stint of shift leave in 2011, 2012, 2013, and 2014, with the compensation determined on the basis of average hourly earnings. The reduction in the working hours of an employee on monthly pay shall be implemented without reduction of the employee's pay.
5. The length of the period for balancing of working hours is, at most, one calendar year, during which time the working hours shall be adjusted to the figure for annual working hours specified in paragraphs 2 and 3. In the event that this reduction in annual working hours is not achieved by the end of the period over which working hours are averaged, an employee may take the number of hours in excess of the intended figure for average annual working hours as time off within six months of the end of the period for adjustment of working hours. In this case, the employee is granted an hour of time off for each working hour above the intended figure for average annual working hours and that the employee wants to take as time off. The time off referred to in this paragraph is included in the calculation of shift leave.

6. An employee on hourly pay accumulates one stint of paid shift leave per 40 working hours of uninterrupted three-shift work. The additional shift leave referred to in paragraph 4 is regarded as shift-work working hours. In the event that at the end of the calendar year, an employee's shift-work working hours exceed the minimum number of hours entitling the employee to have shift leave, these working hours shall be taken into consideration in the calculation of shift leave for the following calendar year. A stint of 'shift leave' refers to one day for which the employee is paid wages for eight hours in accordance with the average hourly earnings.

7. Shift leave is not accumulated during shift leave or performance of daytime work (for example, between 7am and 4pm), with the exception of the additional shift leave referred to in paragraph 4.

8. If an employee works under a shift-work system that includes daytime shifts, these are regarded as regular shifts that entitle the employee to shift leave.

9. If, because of factors originating with the employer, the employee has not been granted shift leave referred to in paragraph 6 during the shift-leave-credit period, the shift leave shall be compensated for with compensation in accordance with average hourly earnings plus 50% or via granting of equivalent time off by the end of April of the following year, if so agreed with the employee. If the employee decides to take the shift leave as time off during the following year, shift leave is accumulated for this time off, in a manner similar to that with regular shifts.

10. In the event that an employee has taken more shift leave than he or she is entitled to, the employer has the right to recover the compensation paid for this shift leave from the employee or have the employee work the equivalent number of hours during the relevant shift-leave credit period. The employer must give these shifts to the employee to complete by the end of April of the following year, unless a later date is agreed on in light of local special conditions. The employee must be informed of these additional shifts no less than three work days or three shifts prior to the additional shift, unless the additional shift is required because of sudden illness or urgent repair work.

11. When an employee transfers from uninterrupted shift work to other duties, that employee shall be compensated for any shift leave he or she has not taken in accordance with average annual earnings. The employee may take the shift leave as paid time off regarded as equivalent to working time, if there is agreement accordingly.

12. If the employer and an employee agree that the employee shall interrupt his or her shift leave to return to work, the equivalent amount of shift leave will be granted to the employee at a later date, unless the employee has taken more shift leave than he or she is entitled to.

13. Upon termination of employment, the employee shall be compensated for any shift leave due to him or her in accordance with average hourly earnings. In the event that an employee has taken more shift leave than he or she is entitled to, the compensation paid for this shift leave shall be deducted from the final pay.

14. If an employee carrying out uninterrupted three-shift work is ill during shift leave, the employee uses the shift leave he or she has accumulated and accumulates new shift leave for the period for which he or she receives sick-leave pay. A similar procedure is applied in

situations in which an employee is compensated for loss of earnings in accordance with the provision pertaining to illness of a child.

15. Days of shift leave taken in accordance with the work schedule are regarded in the calculation of annual holiday as equivalent to days at work.

16. When an employee transfers from one form of working-time determination to another, the working hours after the transfer shall be determined in accordance with provisions pertaining to that form of working time. When an employee carries out uninterrupted three-shift work for only part of the year, the annual working hours shall be determined in line with the proportion of the time spent in performance of uninterrupted three-shift work and day work.

17. Work that exceeds the working hours specified in the work schedule for a particular week shall be compensated for in accordance with the provisions of the Collective Agreement. If necessary work at the beginning or end of a project causes daily overtime, this must be compensated for via overtime-work compensation or fixed monthly compensation. 12.6 Local agreement may be concluded on other forms of compensation.

18. Employees shall be granted an uninterrupted 30-day period of time off between 5 May and 21 September, with the days that count as holiday under the Annual Holidays Act regarded as annual holiday. The remainder of the annual holiday shall be granted to the employee by the end of the year as a period that includes a stretch of 14 consecutive days off. A local agreement may be concluded on another arrangement for annual holiday.

19. In the event that vocational training is arranged for such a time that, for example, an employee working a night shift must interrupt his or her time off to attend the training, that employee shall be given paid compensation in accordance with his or her hourly wage or granted an equivalent period of paid time off at a later date. If vocational training coincides with an employee's shift leave, the employee shall be paid compensation in accordance with the hourly wage or the shift leave shall be transferred to a later date.

If an employee has to attend training in technical use or maintenance of a facility that is held before or after the employee's shift and deemed compulsory by the employer, the employee shall be paid overtime-work compensation for the training, unless there is local agreement otherwise.

20. In preparation of the work schedule, the employees' need for uninterrupted stretches of time off shall be taken into consideration.

21. A wage increased by 100% (inclusive of any compensation for overtime work) shall be paid for the first three days of shift work for which notice has been given no less than 12 hours and no more than 72 hours prior to commencement. If the above-mentioned work schedules are done away with within six months of their implementation, employees shall be paid wages increased by 20% for working hours implemented as day work for, at most, two months after the transfer to day work. Arrangements alternative to those described in the provisions of this section may be made by local agreement.

22. Workplace-specific arrangements agreed upon previously shall not be made less favourable to the employee by these provisions.

UNINTERRUPTED THREE-SHIFT WORK

APPENDIX

The provisions of this appendix shall be applied as from 1 January 2023 or from the start of the balancing period following that date.

23. The provisions of the Collective Agreement pertaining to uninterrupted three-shift work shall be applied as they stand to an employee on hourly pay who is hired to carry out shift work (and assigned shift-leave-cover employees) and to an employee on hourly pay who has carried out uninterrupted shift work for at least a month. Provisions to do with working hours and other, similar provisions pertaining to daytime work shall be applied to an employee who carries out temporary shift work that lasts less than a month.

24. Regular working hours in uninterrupted three-shift work total eight hours a day and 33.4 hours a week, on average (33.9 hours during the four-week annual holiday). The annual working hours of those employees who are entitled to 30 days of annual holiday total 1,576 hours, and the annual working hours of employees with 24 days of annual holiday come to 1,600 hours. The length of regular daily working hours may also be arranged to be 12 hours by local agreement.

25. The length of the period for balancing of working hours is, at most, one calendar year, during which time the working hours shall be adjusted to the figure for annual working hours specified in paragraph 2. In the event that this reduction in annual working hours is not achieved by the end of the period over which working hours are averaged, an employee may take the number of hours in excess of the intended figure for average annual working hours as time off within six months of the end of the period for adjustment of working hours. In this case, the employee is granted an hour of time off for each working hour above the intended figure for average annual working hours and that the employee wants to take as time off. The time off referred to in this paragraph is included in the calculation of shift leave.

26. An employee on hourly pay accumulates one stint of paid shift leave per each full period of 33.4 regular working hours of uninterrupted three-shift work in accordance with the work roster. The additional shift leave referred to in paragraph 4 is regarded as shift-work working hours. In the event that at the end of the calendar year, an employee's shift-work working hours exceed the minimum number of hours entitling the employee to have shift leave, these working hours shall be taken into consideration in the calculation of shift leave for the following calendar year. A stint of 'shift leave' refers to one day for which the employee is paid wages for eight hours in accordance with the average hourly earnings unless otherwise agreed on the length of the shift leave by local agreement.

27. Shift leave is not accumulated during shift leave or performance of daytime work (for example, between 7am and 4pm), with the exception of the additional shift leave referred to in paragraph 4.

28. If an employee works under a shift-work system that includes daytime shifts, these are regarded as regular shifts that entitle the employee to shift leave.

29. If, because of factors originating with the employer, the employee has not been granted shift leave referred to in paragraph 6 during the shift-leave-credit period, the shift leave shall be compensated for with compensation in accordance with average hourly earnings plus 50% or via granting of equivalent time off by the end of April of the following year, if so

agreed with the employee. If the employee decides to take the shift leave as time off during the following year, shift leave is accumulated for this time off, in a manner similar to that with regular shifts.

30. In the event that an employee has taken more shift leave than he or she is entitled to, the employer has the right to recover the compensation paid for this shift leave from the employee or have the employee work the equivalent number of hours during the relevant shift-leave credit period. The employer must give these shifts to the employee to complete by the end of April of the following year, unless a later date is agreed on in light of local special conditions. The employee must be informed of these additional shifts no less than three work days or three shifts prior to the additional shift, unless the additional shift is required because of sudden illness or urgent repair work.

31. When an employee transfers from uninterrupted shift work to other duties, that employee shall be compensated for any shift leave he or she has not taken in accordance with average annual earnings. The employee may take the shift leave as paid time off regarded as equivalent to working time, if there is agreement accordingly.

32. If the employer and an employee agree that the employee shall interrupt his or her shift leave to return to work, the equivalent amount of shift leave will be granted to the employee at a later date, unless the employee has taken more shift leave than he or she is entitled to.

33. Upon termination of employment, the employee shall be compensated for any shift leave due to him or her in accordance with average hourly earnings. In the event that an employee has taken more shift leave than he or she is entitled to, the compensation paid for this shift leave shall be deducted from the final pay.

34. If an employee carrying out uninterrupted three-shift work is ill during shift leave, the employee uses the shift leave he or she has accumulated and accumulates new shift leave for the period for which he or she receives sick-leave pay. A similar procedure is applied in situations in which an employee is compensated for loss of earnings in accordance with the provision pertaining to illness of a child.

35. Days of shift leave taken in accordance with the work schedule are regarded in the calculation of annual holiday as equivalent to days at work.

36. When an employee transfers from one form of working-time determination to another, the working hours after the transfer shall be determined in accordance with provisions pertaining to that form of working time. When an employee carries out uninterrupted three-shift work for only part of the year, the annual working hours shall be determined in line with the proportion of the time spent in performance of uninterrupted three-shift work and day work.

37. Work that exceeds the working hours specified in the work schedule for a particular week shall be compensated for in accordance with the provisions of the Collective Agreement. If necessary work at the beginning or end of a project causes daily overtime, this must be compensated for via overtime-work compensation or fixed monthly compensation. 12.6 Local agreement may be concluded on other forms of compensation.

38. Employees shall be granted an uninterrupted 30-day period of time off between 5 May and 21 September, with the days that count as holiday under the Annual Holidays Act

regarded as annual holiday. The remainder of the annual holiday shall be granted to the employee by the end of the year as a period that includes a stretch of 14 consecutive days off. A local agreement may be concluded on another arrangement for annual holiday.

39. In the event that vocational training is arranged for such a time that, for example, an employee working a night shift must interrupt his or her time off to attend the training, that employee shall be given paid compensation in accordance with his or her hourly wage or granted an equivalent period of paid time off at a later date. If vocational training coincides with an employee's shift leave, the employee shall be paid compensation in accordance with the hourly wage or the shift leave shall be transferred to a later date.

If an employee has to attend training in technical use or maintenance of a facility that is held before or after the employee's shift and deemed compulsory by the employer, the employee shall be paid overtime-work compensation for the training, unless there is local agreement otherwise.

40. In preparation of the work schedule, the employees' need for uninterrupted stretches of time off shall be taken into consideration.

41. A wage increased by 100% (inclusive of any compensation for overtime work) shall be paid for the first three days of shift work for which notice has been given no less than 12 hours and no more than 72 hours prior to commencement. If the above-mentioned work schedules are done away with within six months of their implementation, employees shall be paid wages increased by 20% for working hours implemented as day work for, at most, two months after the transfer to day work. Arrangements alternative to those described in the provisions of this section may be made by local agreement.

42. Workplace-specific arrangements agreed upon previously shall not be made less favourable to the employee by these provisions.

Finnish Energy (ET)
Service Sector Employers PALTA
The Finnish Electrical Workers' Union
The Trade Union for the Public and Welfare Sectors (JHL)

PROTOCOL ON THE 'LEARN AND EARN' SUMMER TRAINEE PROGRAMME FOR 2022 AND 2023

The parties to the agreement wish to take part in supporting the opportunities for secondary school pupils, tenth-graders, high school students and young people participating in VALMA and LUVA training to learn about working life as part of the 'Learn and Earn' summer trainee programme.

The purpose of the programme is to offer school students personal experience in the operation of a workplace in the industry, in various tasks within the industry, personnel structure, forms of cooperation and the opportunities offered by the industry, as well as to give the school students an opportunity to do practical work suitable for them.

For that reason, the parties have agreed as follows:

1. The provisions presented hereinafter shall apply to secondary school pupils, tenth-graders, high school students and young people participating in VALMA and LUVA training whose employment relationship is based on the 'Learn and Earn' summer trainee programme.
2. An employment relationship within the summer trainee programme lasting for two weeks or ten working days can take place between 1 June and 31 August in 2022 and 2023. The young person may only attend one 'Learn and Earn' period complying with this recommendation for the same employer in each year.
3. A lump-sum wage of **EUR 365** shall be paid for completing the 'Learn and Earn' summer trainee programme **in 2022**. The wages include the holiday compensation accrued during the trainee period. Statutory social security contributions shall be paid from the wages depending on the age of the person.
4. Provisions concerning the effective collective agreement pertaining to salaries, the criteria on wage setting and other provisions concerning benefits of monetary value shall not be applied to secondary school pupils, tenth-graders, high school students and young people participating in VALMA and LUVA

training whose employment relationship is based on the summer trainee programme referred to in this protocol. With the exception of the period of regular working hours, they shall not be subject to the provisions of the collective agreement on working hours either if these would impede the practical implementation of the summer trainee programme.

5. Employment relationships based on the trainee programme are introductory and of the nature that the work of one or several secondary school students, tenth-graders, high school students or young person participating in VALMA or LUVA training based on the summer trainee programme in the enterprise does not contradict the Employment Contracts Act or any provisions of the Collective Agreement concerning the reduction of workforce, the obligation of offering additional work, or re-hiring.

Helsinki 21 April 2022

Finnish Energy (ET)

Service Sector Employers PALTA

The Finnish Electrical Workers' Union

The Trade Union for the Public and Welfare Sectors (JHL)

**Finnish Energy (ET)
Service Sector Employers PALTA
The Finnish Electrical Workers' Union
The Trade Union for the Public and Welfare Sectors (JHL)**

INFORMATION GIVEN TO THE CHIEF SHOP STEWARD

The working groups set up by the federations reached the following agreement on 22 February 2011:

1. Consent on release of information on wages referred to in paragraph 66.2

If requesting it, a chief shop steward shall be given information in writing on an employee's wage and its structure, with the consent of the employee concerned. The employee's consent shall be given via a proxy or e-mail with a predetermined formulation, which shall be delivered to the chief shop steward. Consent given in such a manner is in effect until further notice.

2. The content of the consent

The consent shall specify the purpose for which the information is provided and the identity of the person giving consent. For the purpose of delivery of consent, the employer shall provide employees with an opportunity to use the company's e-mail system or pay postage for sending the proxy form by post. If necessary, a more detailed procedure is determined locally.

3. The content of the wage information

References to more detailed content of the wage information pertain to information on the employee's wage component based on job requirements and the requirement-level-linked points, along with the personal pay component. The employee may also include release of information on the assessment of competency in his or her consent, if so desiring.

**FINNISH ENERGY (ET)
THE EMPLOYERS' ASSOCIATION TIKLI
THE FINNISH ELECTRICAL WORKERS' UNION
THE TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS (JHL)**

PROTOCOL FOR ESTABLISHMENT OF A COURT OF ARBITRATION

It was noted that, if the federations that are parties to the Agreement separately so agree case-specifically, a dispute related to the Collective Agreement may be brought to arbitration proceedings for settlement if the federations cannot settle the matter by applying the negotiation procedure.

1 The signatory federations shall agree that breaches of industrial peace contrary to section 3.2 of the Collective Agreement may be submitted to a court of arbitration for settlement, subject to the conditions stated above.

The competence of a court of arbitration, subject to the conditions stated above, shall also cover cases wherein violation of the terms of the Collective Agreement occurs wittingly and there is default on the supervisory duty in relation to matters that, according to this protocol, should be settled by a court of arbitration.

Disputes related to the interpretation and application of the Collective Agreement shall, subject to the conditions stated above, be settled by a court of arbitration with the following limitations:

The following sections of the Collective Agreement shall be excluded from the ambit of arbitration proceedings:

- 7 Layoff and termination of employment (with the exception of paragraphs 7.2 and 7.3)
- 49–52 Miscellaneous compensation
- 89 Resolution of disputes
- 90 Trade-union membership dues
- 91 Validity of the agreement

Should the court of arbitration consider a matter submitted to it for settlement, with the exception of matters mentioned above in the first paragraph, to be of so broad a scope that it should be settled by a labour court, the court of arbitration shall notify the parties concerned thereof, whereafter said parties shall be entitled to bring an action before a labour court.

2 The organisations concerned shall appoint the arbitrators: the Finnish Electrical Workers' Union and JHL one each and ET two, with one deputy for each. A person who could be challenged under Section 10 of the Arbitration Act (*Välimesmenettelystä annettu laki*, of 23 October 1992/967) may also act as an arbitrator. Arbitrators shall be appointed for a term of two years at a time.

The arbitrators shall, for their term of office, appoint a chairman and a deputy chairman, who shall be persons who are familiar with industrial relations, trained in legal matters, and impartial.

If the arbitrators cannot agree on the chairman or deputy chairman, these shall be appointed by the state conciliator at the request of a party to the Agreement.

The arbitrators shall convene within the limits of the City of Helsinki, unless they decide to convene elsewhere.

3 Should a union wish to refer a matter for arbitration, the union shall give notice of this intent to the other party in writing and furnish the chairman or deputy chairman of the arbitration group with a copy of the notice.

In cases of breach of industrial peace wherein industrial action is still ongoing when the notice arrives or a threat of it repeating is apparent, the chairman of the arbitration group shall convene the arbitrators and the parties to the dispute at the earliest opportunity and no later than on the fourth day after the arrival of the notice for settlement of the breach of industrial peace referred for arbitration.

In urgent interpretation disputes, local- and federation-level negotiations shall be held without delay, and the court of arbitration shall convene within 10 days from the arrival of the notice. Also, breaches of industrial peace that have already ended shall be considered within 10 days. A court of arbitration shall have the option of considering a combination of matters mentioned in this paragraph.

In other interpretation disputes, the arbitrators shall convene within 30 days from the notice of exercise of recourse to a court of arbitration.

4 The expenses of the arbitration chamber shall be distributed equally between the employer and employee parties. Other expenses arising from arbitration proceedings shall be compensated for in the manner prescribed in the arbitration decision.

5 The principles of the Collective Agreements Act (*Työehtosopimuslaki*) shall apply for a compensatory fine in such a way that a fine of this type for breaches of industrial peace may be imposed even on the basis that a breach of industrial peace has taken place. The amount of the compensatory fine is bound to the current Collective Agreement. The compensatory fine may be repeated if the breach continues regardless of the judgement issued.

6 The arbitration award shall be final and shall not be subject to appeal.

7 Unless this Agreement states otherwise, the provisions of the Arbitration Act shall apply to the consideration and resolution of a dispute referred to arbitration.

8 The organisations shall undertake to comply with the foregoing terms and to oblige also their members to comply with them, along with all decisions based thereon.