Palta Collective Labour Agreement for special sectors

4.5.2023 – 28.2.2025

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Service Sector Employers PALTA
Trade Union for Public and Welfare Sectors JHL
Trade Union Pro
Federation of Professional and Managerial Staff YTN
4 May 2023

PROTOCOL OF SIGNATURE

PALTA collective labour agreement for special sectors

The negotiation result reached between the Service Sector Employers PALTA, Trade Union for Public and Welfare Sectors JHL, Trade Union Pro and Federation of Professional and Managerial Staff YTN on 21 April 2023 concerning the company-specific collective agreements of the Service Sector Employers PALTA's member companies VTT Technical Research Centre of Finland Ltd, Metsähallitus, Finavia Corporation, Arctia Meritaito Ltd, Finnpilot Pilotage Ltd and HAUS Finnish Institute of Public Management Ltd is accepted, and the Palta collective agreement for special sectors is renewed as follows:

1. Term of Agreement

The renewed PALTA collective labour agreement for special sectors enters into force on 4 May 2023. Until then, the stipulations of the collective labour agreement that expired on 28 February 2022 shall be followed.

However, the Collective Agreement binding a member company shall only be created when a company-specific negotiation result, individually negotiated in the company, is, along with the result of the negotiations, accepted by the boards of the organisations concerned.

Protocol entry: The parties recommend a company-specific negotiation result and a possible local wage deal for 2023 to be negotiated by 25 May 2023.

The term of the Agreement expires on 28 February 2025.

However, after 28 February 2025, the term of the Agreement shall continue for one year at a time, unless it is terminated by either party in writing at least six weeks before the end of the agreement term.

2. Salary adjustments during the term of the Agreement

The primary method of salary adjustments during the term of the Agreement will be local settlement. All matters related to salary adjustments can be agreed locally, such as the method of implementation, time and amount, adjustments of scheduled pay, as well as any allowances and compensations mentioned in euro.

Salary adjustments shall be negotiated locally, involving the shop steward or a local representative of the personnel union, taking into consideration the company's or workplace's economic situation, upcoming projects, employment rate and cost-related competitiveness. In appropriate time before the negotiations, the employer shall provide the shop steward, or the local representative of personnel union, with the necessary information on the company's or workplace's economic situation, coming projects and employment rate and their foreseen development. The information provided for the negotiations is confidential and cannot be used for any other purposes.

The objective of local negotiations is to find a wage deal which reflects the circumstances and needs of each company or workplace. The wage deal should support the motivating factor in wage formulation, fair pay structures, equality between all genders and the staggering of wage rates as well as improving productivity at the workplace.

If a local agreement on salary adjustments for the agreement term is not reached by 25 May 2023 for the 2023 salary adjustments and by 15 May 2024 for 2024, the salaries will be adjusted during the agreement term as follows:

Year 2023

The employer pays a one-off payment of EUR 500 in connection with the June salary payment to an employee whose employment was valid on 1 March 2023 and is still valid at the time of payment. For a part-time employee, the amount of the one-off payment is calculated by the relationship of the agreed working hours and full working hours.

The lump-sum compensation does not increase the salary paid to the employee or the compensation of the shop steward or occupational safety representative, nor the scheduled pay. Lump sums are not taken into account when calculating annual holiday pay or pay components, such as overtime pay.

On 1 July 2023 or from the beginning of the next salary payment period thereafter,

- the employer implements an across-the-board increase of 3.5%,
- bonuses mentioned in euro are increased by 3.5%,
- scheduled pay is increased by 3.5% and
- the remunerations of the staff representatives are increased by 6.0%.

Remuneration of staff representatives (€) as of 1 July 2023

Number of employees represented	Chief shop steward	Shop steward	Occupational health and safety representative
3 – 30	157	101	75
31 – 100	169	117	89
101–200	253	179	136
201–400	285	204	152
401 or more	333	252	175

If the remuneration of staff representatives in the company is at least the size of the new table increases, the current remuneration will remain unchanged.

Year 2024

On 1 June 2024 or from the beginning of the next salary payment period thereafter,

- the employer implements an across-the-board increase of 1.96%,
- bonuses mentioned in euro are increased by 1.96% and
- scheduled pay is increased by 1.96%.

In addition to the across-the-board increase, the salaries shall be increased on 1 June 2024 or from the beginning of the next salary payment period thereafter by a 0.44 per cent company-specific remuneration on the use of which the employer decides.

The purpose of the company-specific remuneration is to support incentivising and fairness in wages and to develop productivity at the workplace and to correct potential wage distortions. The professional skills and work performance of employees are guiding factors in the allocation of personal wage increases.

The euro amount of the company-specific remuneration shall be calculated from the April 2024 basic wages of the employees covered by the Collective Agreement concerned, and such wages are monthly and hourly wages and salary parts that would otherwise be increased by a general increase. The employer shall inform the chief shop steward of the total euro sum to be allocated.

The shop steward shall be entitled to receive an itemisation of the allocation of the company-specific remuneration within a reasonable time after the implementation of the company-specific remuneration, but not later than one month after the implementation of the company-specific remuneration. The information shall include the number of employees to whom the wage increase was paid, and the amount of the average wage increase.

3. Amendments to the text of the Collective Labour Agreement

3.1. Family leave provisions

The new family leave provisions shall be complied with in family leave where pregnancy leave or parental leave begins on or after the date of entry into force of the collective agreement, and to which the provisions of the Health Insurance Act concerning family leave that entered into force on 1 August 2022 apply. If the pregnancy leave or parental leave began before the entry into force of the collective agreement or if the provisions of the Health Insurance Act concerning family leave in force on 31 July 2022 apply, the family leave provisions of the collective agreement that expired on 28 February 2023 shall be complied with.

In addition to terminological changes (names of parents and types of leave), the amount of paid parental leave for the other parent will be increased from the current six working days to 32 working days as follows:

Section 17 Eligibility for salary during pregnancy and parental leave

An employee entitled to pregnancy leave shall be paid a salary that is calculated in the manner referred to above in Section 13, from the beginning of the pregnancy leave for a period that includes 40 business days, provided that she otherwise would be entitled to a salary for the corresponding period.

The parent referred to in chapter 9, section 5 (14.1.2022/28), subsections 1–3 shall be paid a salary that is calculated in the manner referred to above in Section 13, from the beginning of the parental leave for a period that includes 32 business days, provided that they otherwise would be entitled to a salary for the corresponding period.

However, the payment of the salary requires that the employee has been employed by the company for at least the six months immediately prior to the beginning of the pregnancy leave or parental leave. In the case of adoption, a prerequisite for the eligibility for salary during parental leave is, in addition, that the adopted child is under school age, and the employee is entitled to parental allowance on the basis of chapter 9, section 5 of the Health Insurance Act (14.1.2022/28).

3.2. Collective agreement Section 47 Holiday pay upon the termination of a service relationship

The text underlined here is added:

When a service relationship ends, holiday pay is paid for all such holiday days, which the employee has accumulated before the end of the service relationship and for which they have not received holiday pay. The holiday pay paid at the end of the service relationship is one half of what it would otherwise be at the end of the service relationship if the service relationship is terminated during the trial period, the employee resigns (excluding retirement) or the employer terminates the employment relationship due to a reason attributable to the employee (excluding permanently and materially lowered work ability as the reason). If the employment relationship ends with the employer considering it as referred to in chapter 8, section 3, subsection 1 of the Employment Contracts Act, no holiday pay shall be paid at the end of the service relationship.

3.3. Prenatal care visits

The parent not giving birth shall be provided with the opportunity to participate in the prenatal medical examinations referred to in chapter 4, section 8 of the Employment Contracts Act (55/2001), if necessary and when it is possible taking into account the work situation.

The absence referred to herein is unpaid.

3.4. Working hours balance management (e.g. to the end of section 4 (6) of the collective agreement)

The contracting parties recommend that attention be paid to the balance accumulation in flexible working hours.

In flexible working hours, the employee can influence the length of the working day by working longer or shorter working days within the agreed limits. The employee is responsible for ensuring that the accumulated working time balance does not exceed the agreed maximum amounts at the end of the adjustment period.

If the working time balance accumulation is regularly exceeded, it is recommended that the supervisor and the employee concerned pay attention to the regular exceeding of the accumulated working time balance and its possible reasons, for example, in development discussions. It is also advisable to pay attention to this when the employer is considering possible changes to the job description.

3.5. Use of external workforce

The strikethrough text is omitted:

9.2 Subcontracting

If, due to Subcontracting, the company's workforce must exceptionally be reduced, the company must endeavour to relocate the employees in question to other tasks of the company.

3.6. Section 45 Saving annual leave

The following sentence is added after the second paragraph of Section 45:

To the extent that saving annual leave increases the amount of annual leave saved by more than 75 days, the employee can save their annual leave only by agreeing with the employer.

3.7. Section 52 Contingency clause

The current fixed-term contingency clause is made permanent:

If the business covered by the agreement faces exceptional financial issues during the agreement period, the contracting parties shall reassess the viability of the Collective Agreement solution in accordance with the prevailing financial situation and agree on changes to the solution if such changes are necessary to secure the company’s operational prerequisites and jobs during the agreement period.

3.8. ANNEX 3: Agreement on the compensation of removal costs

The moving remuneration is halved. The euro amounts in the first subparagraph of the second paragraph of Section 3 are amended as follows:

Moving remuneration

Section 3

If the number of people moving is one,

~~€1,513.69~~ €756,85 is paid as moving remuneration, if there are two people, ~~€1,850,07~~ €925,04 and if there are three or more people, ~~€2,186.44~~ €1,093.22.

4. Working groups during the term of the Agreement

- The working group on well-being at work agreed in section 3.2 of the signing protocol on 13 April 2022 will continue its work during the Agreement term.

- A working group between the organisations of the Collective Agreement is set up with the task of reviewing the agreement on the compensation of travel expenses (Annex 2).

Remotely on 4 May 2023

SERVICE SECTOR EMPLOYERS PALTA

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GENERAL COLLECTIVE BARGAINING PROVISIONS

SCOPE

1 § Scope

These contractual provisions apply to the terms and conditions of employment of the employees of the member communities (hereinafter referred to as the company) that are members of the Service Sector Employers PALTA in the special sectors of Palta, as agreed in a separate corporate, organisational or sectoral signing protocol between the Collective Agreement parties.

These contractual provisions also apply to the terms and conditions of employment of the public servants in the special sectors of the member communities of Palta, as agreed in a separate corporate, organisational or sectoral signing protocol between the Collective Agreement parties.

The special provisions concerning officials can be found in Annex 1 of the agreement.

This Collective Agreement shall not apply to senior management or other similar staff, or the manager of an individual office. The agreement does not apply to people in the company representing the employer in negotiations on the Collective Labour Agreement.

The public servants within the scope of this agreement, as well as employees with an employment contract and senior salaried employees shall hereinafter be referred to as employee, unless otherwise specified.

GENERAL PROVISIONS ON EMPLOYMENT

2 § Start of employment

The employment agreement shall be made in writing, taking into account the provisions set out in Section 2 Subsection 4 of the Employment Contracts Act. The employment agreement must indicate, whether the employment is intended to be until further notice or for a fixed term. With regard to a fixed-term employment agreement, the employee shall be informed of the duration of the fixed term either in accordance with the calendar date or in another appropriate manner. When concluding an employment contract, the parties may agree on a probationary period in accordance with the Employment Contracts Act in force at any given time.

The employment is deemed to have begun on the date when the employer employs the employee and states that work shall begin, and the employee begins work in accordance with the employment agreement.

The appropriate shop steward shall be notified about employing an employee.

LAY-OFF AND TERMINATION OF SERVICE RELATIONSHIP

3 § Lay-off and termination of service relationship

In terms of lay-offs and termination practices as well as notice periods, what has been agreed in the Annex 6 shall apply.

A fixed-term agreement shall be terminated at the end of the fixed term without a period of notice.

WORKING HOURS

4 § Working time provisions

1. Scope

These provisions apply to the working hours of employees within the scope of this agreement

1) in office work,
2) in weekly work, i.e. in work other than office work referred to in Chapter 3 Section 5 of the Working Time Act (872/2019) and
3) in period-based work, i.e. in work referred to in Section 7 of the Working Time Act.

Provisions concerning compensation and bonuses related to the working time provisions of this agreement shall not apply to employees, who are deemed to be in an independent, executive position on the basis of their role or who otherwise work in such conditions that it cannot be deemed the employer's responsibility to supervise the management of used time.

1a. Application of certain working time provisions

In addition to these provisions, the following provisions referred to in the Working Time Act, which have not separately been agreed with these provisions of a Collective Agreement concerning such member company, shall apply to employees within the scope of this agreement: Section 4 (on-call time), Section 7 Subsection 1:1–8 (list of periodic work sectors), Section 9 (working time of a motor vehicle driver), Section 34 Subsection 7 (regular working hours based on the Collective Agreement), Section 13 (flexible working hours), Section 14 (working time bank), Section 15 (reduced working hours), Section 17 (employee's consent), Section 17 Subsection 5 and Section 38 Subsection 2 (starting and ending work), Section 19 (emergency work), Section 21 (overtime and additional work compensation during time off), Section 22 (termination of employment agreement during balancing period), Section 8 (night work), Section 6 and Section 8 Subsection 4 (shift work and night work in periodic work), Section 24 Subsection 1 last clause and Subsection 3 (daily rest periods),

Section 26 (daily rest period of motor vehicle drivers), Section 17 Subsection 7 (Sunday work), Section 29 (balancing period of working hours), Section 30 (shift list), Section 39 Subsection 1 Subdivision 4 (exception), Section 32 (working hours records) and miscellaneous provisions in Chapter 9 (claim time, compulsory nature of provisions, availability and penalty provisions).

Paragraph 1 a above is informative in character.

2. Time deemed to be working hours

Working hours shall include the time spent working and the time during which the employee has been obligated to be at the employer's disposal in the work-place.

Daily rest periods shall not be included as working time if the employee is free to leave the workplace during these times.

Travel time is not counted as working time, unless it can be regarded as work performance.

3. Regular working hours

Regular working hours:

1) in office work, 7 hours 30 minutes per day and 37 hours and 30 minutes per week,
2) in weekly work, 6 hours 15 minutes – 8 hours per day and 38 hours and 15 minutes per week, and
3) in periodic work, 114 hours and 45 minutes during a 3-week period or 76 hours and 30 minutes during a 2-week period.

In period-based work, regular working time can be arranged for the appropriate arrangement of work or to avoid inappropriate shifts for the employees in such a way that working time during two successive 3-week periods, or during three successive 2-week periods, is maximum 229 hours and 30 minutes.

In working time arrangements referred to in Subsection 2, regular working hours may not exceed 120 hours during any 3-week period, and may not exceed 80 hours during any 2-week period.

3a. Development of competence and derogation from the working time regulations

In addition to the regular annual working time provided for in the Collective Agreement, the employer may, in derogation from the working time provisions of the Collective Agreement, allocate 12 hours of competence development and 8 hours of additional work to each employee.

By local agreement with the chief shop steward, a different allotment of the hours mentioned above can be agreed.

Development of competence

When the employer needs to ensure the employee's future competence level, the employee can be offered training that meets the employer's needs and develops the employee's competence.

In addition to the regular annual working time, the employer may provide the employee with the necessary training or development opportunities to improve productivity, efficiency and quality at the workplace or at the place indicated by the employer, up to the above amount per calendar year.

This time shall be considered regular working hours that can be required in addition to the regular working time agreed upon in the Collective Agreement.

Compensation for time spent in training or development events is paid in accordance with the basic salary.

Training/development events may be realised so that the work shift is extended by the duration of the training/development event; however, by no more than two hours per day. Training or development events may also be full-day events.

Training or development events cannot be held on a mid-week holiday or on a Saturday or a Sunday of a week with a public holiday.

On the employer’s initiative

Notwithstanding the Collective Agreement and employment contract, in addition to the regular working time agreed on in them, the employer may order each employee to work for a maximum number of hours per calendar year (as mentioned above) while receiving salary.

The work shall be ordered on the basis of justified production needs and taking individual work time requirements of the employee into account. The work is assigned either to the beginning or the end of the shift at a maximum of two hours at a time, or the work can also be assigned to a whole day.

Working hours cannot be held on a mid-week holiday or on a Saturday or a Sunday of a week with a public holiday.

Basic salary and possible shift and circumstantial compensations shall be paid on top of the monthly salary for additional, regular work done on the employer's initiative.

For legitimate and justified personal reasons, employees shall have a case-by-case opportunity to refuse the changes to their working time in accordance with this Section.

4. Arrangement of regular working hours

Average weekly regular working hours:

Regular working hours may be arranged on an average basis, provided that the regular working hours are balanced during a period of up to 26 weeks

1) in office work, on average 37 hours and 30 minutes per week and
2) in weekly work, on average 38 hours and 15 minutes per week.

In period-based work, regular working time can also be arranged so that it is on average 114 hours and 45 minutes during a 3-week period or on average 76 hours and 30 minutes during a 2-week period. The period of time during which the regular working time shall balance with the said averages may be up to 27 weeks.

If the regular working hours have been arranged on an averaging basis as referred to above, a working hours' balancing system must be prepared in advance for at least the time during which the regular working hours are balanced to the specified average.

Temporary extension of regular daily working hours:

The daily regular working time referred in this Section 4 Article 3 (regular daily working hours) may be extended to 10 hours provided that the weekly regular working hours during a 3-week period is balanced

1) in office work, into an average of 37 hours and 30 minutes and
2) in weekly work, into an average of 38 hours and 15 minutes per week.

The introduction of working time arrangements in accordance with Section 4 Article 4 shall be agreed company-specifically.

5. Impact of weekday holiday and other days on working hours

The following weekday public holidays do not reduce working hours:

- Midsummer's Day and
- All Saints' Day and

any of the following that take place on a Saturday or Sunday:

- New Year's Day,
- Epiphany,

- May Day,
- Finnish Independence Day,
- Christmas Day and
- Boxing Day.

The following weekday holidays reduce working hours:

- Good Friday,
- Easter Monday,
- Midsummer's Eve,
- Ascension Day and

the following when not on a Saturday or Sunday:

- Epiphany,
- Christmas Eve,
- Christmas Day,
- Boxing Day,
- New Year's Day,
- May Day and
- Finnish Independence Day.

The above weekday public holidays shall reduce the working hours of such week or work period in office work by 7 hours and 30 minutes, and in weekly or period-based work by 8 hours from the number of hours referred to in Section 4, Subsections 3 and 4.

Working hours during these weeks or work periods shall be aimed to be reduced as described above.

If the working hours could not be reduced, additional or overtime work bonus is paid for such weeks or work periods, as has been agreed in Section 4 Subsections 13-16.

6. Flexible hours

At such workplaces, where flexible working hours, as referred to in Section 12 of the Working Hours Act, are applied to weekly work, regular daily working hours may be reduced or extended by up to four hours.

In this case the maximum accumulation may be up to 40 hours and the actual weekly regular working hours must balance with the length of regular working time referred to in the agreement within the maximum of 12 months.

The contracting parties recommend that attention be paid to the balance accumulation in flexible working hours.

In flexible working hours, the employee can influence the length of the working day by working longer or shorter working days within the agreed limits. The employee is responsible for ensuring that the accumulated working time balance does not exceed the agreed maximum amounts at the end of the adjustment period.

If the working time balance accumulation is regularly exceeded, it is recommended that the supervisor and the employee concerned pay attention to the regular exceeding of the accumulated working time balance and its possible reasons, for example, in development discussions. It is also advisable to pay attention to this when the employer is considering possible changes to the job description.

7. Shifts, shift work and work shift rota

Work shifts:

A shift may not unduly be shared into multiple parts, but it must be tried to be kept as one period to the extent the work's requirements and other local conditions allow.

Shift work:

Regular working hours may be arranged as shift work. In work that is carried out as shift work, the shifts must regularly change at intervals, which have been agreed in advance. The shifts are seen as changing regularly if one shift coincides with the replacement shift for a maximum of one hour, or if the time between two shifts is less than one hour.

An employee may however, when agreed, be temporarily kept at work in the same shift. An employee must be notified about temporarily being transferred to shift work no later than during their previous work shift.

An employee must be informed about being moved to a different working time format and the work shift rota must be made available to them no later than 7 days before the transitional period. If the company uses average working hours, providing information about the transition to this working time format must be done in accordance with the previously stated practices.

Shift rota:

A written work shift rota should be notified to the employees in advance; at the latest, a week before the beginning of the time period referred to in the rota.

The work start and end times referred to in a confirmed work shift rota may be changed with the employee's consent.

Start and end times of work may also be changed for justified reasons concerning the arrangement of work, in which case the change must be announced before the end of the previous work shift.

8. Start of a work day and work week

A work day begins at 7:00 am.

The working week begins on Monday.

In period-based work, a work period refers to a period of time from Monday at 0:00 am until the following third/second Sunday at 24:00.

9. Daily break

Employees must be provided a daily break period of one hour if the daily working time exceeds 6 hours.

If necessary, the 1-hour break period may be reduced to 30 minutes.

During night-time in both shift and period-based work, an opportunity to eat a meal can also be arranged during working hours.

If the employee has the right and actual opportunity to freely leave the workplace, the break period shall not be considered as working time.

When commissioning overtime work, the employee is granted a 15-minute break immediately after the end of their regular working hours, which is included as working time, as well as suitable opportunities for breaks, at least every 4 hours. If the employee does not have the right to leave the workplace, this time is considered as working time.

10. Daily rest period

During the 24 hours following the start of each shift, employees must be given an uninterrupted rest period of at least 11 hours, excluding the work completed during call-on time. Notwithstanding the foregoing, the daily rest period in shift work can be shortened to nine hours if the organisation of work demands it.

If the appropriate arrangement of the work requires it, the daily rest period can temporarily be reduced to seven (7) hours with the employee’s consent. The daily rest period must, however, be at least seven hours.

When demanded by the organisation of the work or nature of activities, the daily rest period can be temporarily shortened to five (5) hours with the employer’s decision, as set out in Section 25 Subsection 3 of the Working Hours Act, in the following cases:

- it the work in question is shift work and the employee changes shifts,
- if several periods of work are carried out during the day,
- if the employee's work place or place of residence are far away from each other,
- in order to handle an unpredicted rush peak period in periodic work,
- in connection with an accident or accident hazard,
- in safety and security work, which requires constant presence for protecting property or people,
- in work, which is essential for the continuity of activities.

On the basis of the previously stated reasons, deviation from the daily rest period may last for no longer than three consecutive daily rest periods. The rest period must, however, be at least five (5) hours.

The employee must be given compensatory rest periods for the shortened daily rest period at the next daily rest period or, if this is not possible for weighty reasons due to the organisation of work, as soon as possible, but within 14 days. The compensatory rest period shall be provided in a continuous manner and it cannot coincide with on-call time.

When implementing flexitime, the daily rest period can be shortened by the employees initiative to seven (7) hours.

11. Weekly rest

Weekly free time:

For the duration of Sunday, or if not possible, at another time, the employee must be given at least 35 hours of continuous free time as weekly rest.

The weekly rest period may be given in two periods of seven days (at the turn of the weeks), one part in the preceding week and the other part in the latter week, so that the majority of the weekly rest is in the half of the week during which the weekly rest is taken.

Average weekly free time:

Free time can also be arranged as an average of 35 hours per week during a period of 14 days. Free time must however be at least 24 hours per week.

Deviation from weekly free time:

The provisions concerning free time can be deviated from in the following cases:

1) if the regular working hours during a day consist of no more than 3 hours,

2) in emergency work referred to in Section 21 of the Working Hours Act,

3) if the technical nature of the work does not allow the complete release from work for some employees or

4) if the employee is temporarily needed for work during their weekly free time in order to maintain the regular flow of work.

Weekly rest compensation:

The employee must be reimbursed for the time used for work referred to above in Paragraphs 3 and 4 by reducing their regular working hours with the same amount of free time referred to above in this Section that they have not received. The working hours shall be decreased within three months of the performance of the work, unless otherwise agreed between the employer and employee. With the employee's consent, such work may also be replaced by a monetary payment equal to the basic salary.

The method of compensation must be agreed between the employer and the employee before the work is commissioned. The monetary compensation shall be paid, if possible, at the time of the next salary payment.

Days off:

As a rule, the employees shall have two consecutive days off in a week and all the days off distributed between weeks as evenly as possible. If a fixed week day is determined as one day off, it should, if possible, be a Saturday.

For the part of JHL, the following shall also be observed:

If consecutive time off, which has been arranged in connection with weekly rest does not include two whole calendar days, the length of the free time shall be at least 54 hours.

12. Additional and overtime work

Work that is carried out at the employer’s order in addition to the regular daily or weekly or periodic working hours referred to in Section 3 or 4, is overtime work.

Work that is carried out at the employer’s order in addition to the weekly working hours of the weekday holiday weeks referred to in Section 5, is additional work to the extent that it is not overtime work.

Contrary to what has been referred to above in Subsection 1, work that is carried out during a week or work period where New Year’s Day, Independence Day or May Day is not a Saturday or Sunday, and which in office work exceeds 30 hours and in weekly work 30 hours and 15 minutes, and in period-based work 106 hours and 45 minutes in a 3-week period or 68 hours and 30 minutes in a 2-week period, is overtime work.

If an employee has been absent due to annual leave, illness, pregnancy or labour or working time bank time off, the period of absence shall be considered equal to working time when calculating the weekly or work period's regular working time. The total time equated to presence at work is the number of working hours according to the approved working time system.

12a. Maximum working hours

The maximum amount of working hours, including additional overtime work, on average shall not exceed 48 hours in one week within a period of no more than 12 months.

13. Overtime compensation

In office work and weekly work, the following is paid:

1) the basic hourly rate increased by 50 per cent for the first two working hours of daily overtime work and increased by 100 per cent for the following working hours; and
2) the basic hourly rate increased by 50 per cent as overtime work compensation for the first eight working hours of weekly overtime work and increased by 100 per cent for all following working hours during the week, even if they are also daily overtime work.

The working hours of daily overtime work are not taken into account when calculating the weekly overtime work compensation referred to in Section 2.

In period-based work, the basic hourly rate increased by 50 per cent is paid for the first 18 working hours and increased by 100 per cent for the following working hours as overtime work compensation.

Contrary to what has been stated above in Subsection 1:2 and 3, the basic hourly rate increased by 50 per cent is paid as overtime work compensation for the first 16 hours of overtime work in weekly work and 26 hours of overtime work in periodic work, if it is carried out during a week or work period, where New Year's Day, Independence Day or May Day is not on a Saturday or Sunday.

14. Compensation of additional work on public holiday weeks

The basic hourly rate is paid as compensation in office, weekly and period-based work for any additional work hours.

Compensation of additional work is not paid for working hours, which are subject to overtime work compensation.

Daily overtime working hours in office and weekly work are not taken into account when calculating compensation of additional work.

15. Overtime and additional work compensation as time off

Overtime and additional work compensation can be agreed to be replaced with a corresponding amount of time off during the employee's regular working hours.

16. Agreement to join overtime and additional work compensation time-off as saved leave

When agreeing on saved leave referred to in Section 43, the employer and employee can agree on joining the additional and overtime work-based time-off, referred in Sections 13, 14 and 18, for the current and five following calendar years, as saved leave.

17. Working time compensation for certain senior employees

Working time compensation concerning certain senior employees applicable in business institutions shall be agreed on a company-specific basis.

18. Basic hourly rate and divisors of monthly pay

The basic hourly rate as the basis for compensation and bonuses in office work is 1/160 and in weekly and period-based work 1/163 of the employee's monthly salary, including any monthly recurring fixed bonuses.

For an employee, who is paid an hourly rate, their hourly rate shall be considered their basic hourly rate.

19. Evening work bonus

If work is shift, overtime or emergency work, no evening work bonus shall be paid.

Work carried out between 18:00–21:00 during regular working hours an additional 15 per cent of the basic hourly rate per hour shall be paid as evening work bonus. If the work is carried out as Sunday work, the bonuses to be paid for it shall be made with an increase in the same way as the rest of the salary.

If the work is overtime work or emergency work, and it is carried out immediately after regular working hours that entitle the employee to an evening work bonus, the bonuses to be paid for it shall be increased on the same basis as the rest of the salary.

Note:

Please see Annex 1 in terms of official persons.

20. Night work bonus

If work is shift, overtime or emergency work, no night work bonus shall be paid.

Work carried out between 21:00–06:00 during regular working hours shall be paid an aditional 30 per cent of the basic hourly rate per hour as night work bonus. If the work is carried out as Sunday work, the bonuses to be paid for it shall be made with an increase in the same way as the rest of the salary.

If the work is overtime work or emergency work, and it is carried out immediately after regular working hours that entitle to an evening work bonus, the bonuses to be paid for it shall be increased on the same basis as the rest of the salary.

If work that has been started no later than 04:00 continues past 06:00, a night work bonus shall be paid for work carried out after 06:00 until the first rest period that is at least two hours long; however, no longer than until 12:00.

Note:

Please see Annex 1 in terms of official persons.

21. Evening shift bonus for employed personnel

In two- or three-shift work, 15 per cent of the hourly rate is paid per hour as an evening shift bonus.

If the work is carried out as Sunday, overtime or emergency work, the bonuses to be paid for it shall be made with an increase in the same way as the rest of the salary.

22. Night shift bonus for employed personnel

In two- or three-shift work, 30 per cent of the hourly rate is paid per hour as a night shift bonus.

If the work is carried out as Sunday, overtime or emergency work, the bonuses to be paid for it shall be made with an increase in the same way as the rest of the salary.

23. Saturday work compensation

In period-based work, 25 per cent of the hourly rate is paid per hour, as a Saturday work bonus, for any work carried out on a Saturday other than Holy Saturday between 06:00–18:00. The work that is entitled to a Saturday work bonus is also overtime or emergency work, overtime work compensation on the basis of the hourly rate shall also be paid.

The Saturday work compensation referred to above in Subsection 1 may also be paid to such employees working with weekly working hours who are subject to period-based working time.

Saturday work compensation is not paid for the period during which Sunday work or eve day compensation is paid, or in case any other work shift than a Saturday work shift, or part thereof, has been transferred to a Saturday due to accumulation or other corresponding working time arrangements.

24. Sunday work compensation

For work performed on a Sunday or a Church holiday, or on Independence Day or May Day, between 00:00–24:00, a Sunday work compensation is paid that corresponds to the basic hourly rate.

Sunday work compensation is also paid for work performed between 18:00–24:00 on the day before the said day. If the work is overtime or emergency work, overtime work compensation on the basis of the hourly rate shall also be paid.

25. Bonus for working on the eve of a public holiday

For work performed on Holy Saturday, Midsummer’s Eve and Christmas Eve, between 00:00–18:00, a bonus for working on the eve of a public holiday is paid that corresponds to the basic hourly rate. If the work that is entitled to a bonus for working on the eve of a public holiday is also overtime or emergency work, overtime work compensation on the basis of the hourly rate shall also be paid.

26. Emergency work

Emergency work refers to a situation when the employee is called in to work by a supervisor for an unexpected reason during their free time after they have already left the workplace. The call for emergency out-of-hours work must be unexpected and be based on a situation that could not be foreseen. If the employee has been ordered to be on-call, or if they have been informed in advance about such work, or when it is a case of emergency work referred to in Section 21 of the Working Hours Act, it is not emergency work.

If an employee who has a weekly or periodic working time is called to work outside their regular working hours, they shall be paid compensation corresponding to one hour of their salary and paid for the period of preparation for such emergency work. The same compensation shall be paid to the employee after the completion of the emergency work, for the time spent washing, etc., if the work ends before 06:00 in the morning, and the employee does not immediately continue their actual work.

An employee, who has a weekly or periodic working time, shall be paid a salary and any overtime work bonuses for the hours performing emergency work; however, no less than one hour. If the person is ordered to work between 18:00–06:00 or during a day that is a day off in accordance with the working hours' system, a salary increased by 100 per cent shall be paid; however, no later than until 06:00 in the morning. No evening or night shift compensation shall be paid for the hours completing emergency work.

Note:

Please see Annex 1 in terms of official persons.

27. Flexible working hours in calculating working time compensations

If the employee is subject to flexible working hours, any work performed at their own initiative outside the company's business hours or by shortening their refreshment break but within the limitations of flexible working hours, will not be taken in to account when calculating the time entitling to compensation or bonuses. Work during such flexi-time is taken into account when calculating time entitled to compensation and bonuses, if the work is based on an appropriate order.

28. Compensation arrangements concerning certain hourly paid employees

In week or periodic work, hourly and contract paid employees are paid a separate compensation corresponding to the average hourly rate of regular working hours in addition to the work salary for Ascension Day, Easter Monday and the Saturday following Boxing Day, if it is on a day other than Saturday or Sunday, as well as for Epiphany, if it is on a day other than Saturday or Sunday.

The average hourly rate is calculated on the basis of the previous financial year, unless otherwise has been agreed company-specifically.

In weekly work, employees performing work other than uninterrupted three-shift work shall be paid a separate compensation at 50% of their basic hourly rate in addition to their work salary for work that is not overtime work, that is performed on Holy Saturday and Midsummer's Day Eve, provided that such employee's weekly working hours then exceed 30 hours and 15 minutes.

The compensation arrangements referred to in this Section shall not change the basis for calculating the overtime work bonus.

29. On-call duties

On-call time is determined according to the Working Hours Act.

30. Working time bank

Companies can implement a working time bank system in accordance with the Section 14 of the Working Hours Act or in accordance with the working time bank recommendation in Annex 4 and instructions concerning working time bank systems.

31. Flexible working time

The balancing period for flexible working time pursuant to Chapter 4 Section 13 of the Working Time Act is 26 weeks at the most.

SALARY AND SALARY PAYMENT

5 § Entitlement to a salary

The employee's right to salary referred to in the agreements begins from the day he/she begins to perform their duties. The entitlement to a salary shall end when the service relationship ends.

If the service relationship continues, any changes occurring in the salary criteria shall be implemented from the beginning of the following calendar month or other salary payment period.

Employees shall not be paid a salary for the time after a calendar month at the start of which they are paid a disability pension referred to in the State Pension Act.

The salary of any interns, individuals in apprenticeship training and employees entitling the company to employment subsidies shall be determined company-specifically.

6 § Salary payment

The salary of a monthly salaried employee shall be paid monthly on the last day of the month, and an hourly and per contract paid employee shall be paid twice a month on the last day of the month and the 15th day of the following month in arrears.

> Note:
> Please see Annex 1 in terms of official persons.

Reimbursements, bonuses and compensations, which are bound to specific calculation periods, shall be paid as soon as possible after the end of the calculation period of the benefit in question; however, no later than at the end of the following calendar month after the end of the calculation period.

Salary will be paid to the bank account stated by the employee.

At the end of the employment, salary shall be paid on normal salary payment days.

7 § Part-time salary and unpaid leave

When calculating a monthly paid employee's part-time salary or reducing the salary for the duration of an unpaid leave, the working day and working hour salary is calculated by dividing the monthly salary by the relevant month's number of working days or working hours, unless otherwise has been agreed in a company-specific Collective Agreement. The salary for the working hours shall be calculated on the basis of the obtained hourly or daily rate.

In case of an hourly-paid employee, the payment of a partial calendar month's salary is made on the basis of actual working hours.

8 § Pay

Companies may apply a supportive salary system, which consists of a salary component that is based on the demand level of the task and a personal salary component that is based on the work performance of an individual.

The salary system can also include a company-specifically determined performance-based bonus.

The company-specific salary system and salary criteria to be implemented in companies shall be agreed separately within the companies.

COMPENSATION OF EXPENSES

9 § Compensation of travel and moving expenses

The agreements on compensation of travel and moving expenses can be found in separate documents in Annexes 2 and 3.

ABSENCES AND HEALTHCARE

10 § Leave pay

The salary to be paid to an employee for a leave is determined in accordance with this Section, unless otherwise has been agreed in terms of a leave of absence or exemption from work.

The salary of a monthly paid employee is determined in accordance with the agreed personal monthly salary and other statutory recurring fixed bonuses.

The salary of an hourly or per contract paid employee for regular working hours is determined in accordance with the average hourly rate of the previous financial year.

SICK LEAVE

11 § Entitlement to sick leave

An employee is entitled to sick leave if they are unable to perform their duties due to incapacity to work caused by an illness, disorder or injury.

11 a § Part-time sick leave

The provisions of Chapter 2 Section 11 a of the Employment Contracts Act shall apply to the part-time sick leave of employees within the scope of this agreement.

11 b § Replacement work

Replacement work refers to a situation in which an employee is unable to complete their usual work duties due to an illness or injury, but is temporarily able to perform other work available from the employer without endangering their health or recovery. Replacement work may also be conducting orientation, guidance of another person or other necessary training in terms of their work, i.e. such that maintains and develops professional skills.

Replacement work is based on an agreement between the parties.

When using the opportunity of replacement work, the recommendation in Annex 5 on things to consider and applicable procedures in connection with replacement work must be taken into account in the company.

12 § Employee's salary during sick leave

For the duration of a sick leave, employees are paid a full salary on the basis of their employment's consecutive duration, as follows:

Consecutive duration of employment	Paid salary period
1 month but less than 3 years	28 days
3 years but less than 5 years	35 days
5 years but less than 10 years	42 days
10 years or more	56 days

If the incapacity to work begins before the employment has lasted a month, the employee is paid 50% of the full sick leave pay until the end of the ninth business day of the sick leave. Salary is, however, not paid longer than their right to a daily allowance referred to in the Sickness Insurance Act begins.

If the incapacity to work caused by the same illness begins again within 30 days of the end day of previous sick leave, the employee is not entitled to a new sick leave pay period referred to in Subsection 1, but the sick leave pay is paid up to a total of the period referred to in Subsection 1. Determination on whether it is the same or a different illness shall be decided on the basis of Kela's resolution.

13 § Criteria for an employee's sick leave pay

The salary of a weekly and monthly paid employee referred to in Section 10 shall not be reduced for the term of a sick leave, to the extent that they are entitled to a full salary.

An hourly or per contract paid employee's salary for regular working hours is determined in accordance with the average hourly rate of the previous financial year.

For each sick leave day, a weekly and monthly paid employee shall be paid 1/254 of the total of paid or payable salary bonuses, compensations and additional salaries for the previous holiday determination year entitling to an annual leave bonus in accordance with the annual leave provisions.

14 § Compensation of health care expenses

General

The employee is entitled to medical care from a service provider appointed by the employer on the basis of illness, or in exceptional circumstances from another service provider, during the time of the employment.

The benefits shall be provided during paid leave and also during the period of unpaid leave for which special pregnancy, pregnancy or parental allowance referred to in the Health Insurance Act is paid. For the period during which the employee receives rehabilitation support and therefore they can be expected to return to the company, the benefits shall be provided in accordance with the rehabilitation plan agreed with the employer. During lay-offs, the benefits shall only be provided in cases where the illness has begun before being issued a notice of lay-off.

General conditions for reimbursement

Compensation shall only be paid for medical care expenses to the extent that the examination or treatment would have cost the employee, without compromising the employee's health but still avoiding unnecessary costs. Medical care services are to be arranged from a service provider appointed by the employer.

Medical care

Medical care paid by the employer includes:

1) Outpatient care at the level of a general practitioner, which involves medical care provided by a physician, any examinations carried out by the physician to determine a possible illness or define treatment, and any necessary laboratory and x-ray examinations, radiology examinations and other similar studies.

2) A specialist's examination, provided that the specialist is operating on the mandate of the occupational physician as a statement provider for determining an employee's illness and defining treatment, while the responsibility for the medical care remains with the occupational physician.

3) Physical care and necessary pre-treatment prescribed by the occupational physician, if the treatment is provided by a physiotherapist or the treatment is provided at a medical institute approved for providing physical therapy.

4) Preparation of a medical certificate or statement for proving incapacity for work due to illness, for obtaining medicinal products that are compensated as a whole in accordance with the Health Insurance Act, to prove the necessity of rehabilitation, as well as for applying for disability pension and individual early pension.

Medical care supplements the statutory preventative occupational health care and other health care, and is part of overall workplace health care. In part, the same examinations and procedures are used in occupational health care and medical care. Even if an examination or procedure is not within the scope of medical treatment paid by the employer according to the above, it may still be justified for the employer to pay for it, in case it is included in the employer’s operations for the maintenance of work ability. If the procedure is within the scope of statutory occupational health care, the employer shall pay its costs on the basis of the law.

15 § Miscellaneous provisions

The provisions of Section 12–13 shall also apply, if the employee cannot be allowed to handle duties involved in their employment in accordance with a reason referred to in Section 11 or if the employee has been ordered to be absent from work in accordance with Section 16 of the Communicable Diseases Act (583/86), or under the Section 17 of the same Act has been isolated, and in cases where an employee with substance abuse issues has voluntarily sought institutional care after agreeing on such treatment with the employer.

ABSENCES RELATED TO CHILD BIRTH AND CARE

16 § Entitlement to pregnancy, special pregnancy and parental leave and child care leave

An employee has the right to special pregnancy, pregnancy and parental leave and child care leave, and temporary child care leave, and partial child care leave in accordance with Employment Contracts Act.

Section 17 Eligibility for salary during pregnancy and parental leave

An employee entitled to pregnancy leave shall be paid a salary that is calculated in the manner referred to above in Section 13, from the beginning of the pregnancy leave for a period that includes 40 business days, provided that she otherwise would be entitled to a salary for the corresponding period.

The parent referred to in chapter 9, section 5 (14.1.2022/28), subsections 1–3 shall be paid a salary that is calculated in the manner referred to above in Section 13, from the beginning of the parental leave for a period that includes 32 business days, provided that they otherwise would be entitled to a salary for the corresponding period.

However, the payment of the salary requires that the employee has been employed by the company for at least the six months immediately prior to the beginning of the pregnancy leave or parental leave. In the case of adoption, a prerequisite for the eligibility for salary during parental leave is, in addition, that the adopted child is under school age, and the employee is entitled to parental allowance on the basis of chapter 9, section 5 of the Health Insurance Act (14.1.2022/28).

17 § Eligibility for salary during temporary child care leave

In case of a child under the age of 10 or a child with a disability suddenly falling ill, whether being the employee’s own child or a child who permanently lives in the same household, the employee shall be paid for the period of temporary child care leave (Section 4 Subsection 6 of Employment Contracts Act, max. 4 business days), a salary in accordance with Section 13 for no more than 3 working days.

Salary shall be paid, provided that the absence for the period referred to in this Section is necessary for arranging or ensuring care of the ill child. Being paid a salary also requires that both parents are employed or it is a question of a single parent, and a statement similar to one required from a staff member in case of their own illness is presented.

Single parents are deemed to also include people who have permanently moved apart from their spouse and people whose spouse is, owing to the performance of military service or military refresher training, illness, travel, or living in another town because of work or for studies or another such compelling reason, prevented from participating in the child’s treatment.

SPECIAL PROVISIONS RELATED TO ILLNESS AND CHILD BIRTH AND CARE

18 § Assignment of per diem allowance to the employer

For the period of paid sick leave, pregnancy leave or parental leave, the entitlement of an employee to daily, pregnancy or parental allowance under the Health Insurance Act shall be assigned to the employer insofar as the said daily, pregnancy or parental allowance does not exceed the salary paid thereto for the same period.

An employee receiving salary under this agreement for a period of sick leave, pregnancy leave or parental leave shall be required to comply with regulations and guidelines issued pursuant to the Health Insurance Act concerning applications for daily, pregnancy or parental allowance payable to an employer.

Daily, pregnancy or parental allowance in accordance with the Health Insurance Act may be deducted from any salary paid for a period of sick leave, pregnancy leave or parental leave if the right to the said allowance is not assigned to the employer because the employee has failed to comply with the regulations and guidelines referred to in the preceding paragraph.

The provisions of this Section shall also apply to the cases referred to in Section 15.

19 § Dishonesty of an employee

The benefit that would otherwise be payable under this agreement may be withheld or reduced if an employee has, either dishonestly or through gross negligence, misreported or concealed a circumstance that could have bearing on eligibility for a benefit under these agreement provisions, or on the size thereof, or has, either individually or with the help of others, intentionally caused an illness, disorder or injury or prevented healing thereof or, through gross carelessness, has substantially contributed to the onset of illness.

CERTAIN OTHER ABSENCES

20 § Prenatal care visits

The parent not giving birth shall be provided with the opportunity to participate in the prenatal medical examinations referred to in chapter 4, section 8 of the Employment Contracts Act (55/2001), if necessary and when it is possible taking into account the work situation.

The absence referred to herein is unpaid.

21 § Absence for imperative family reasons

On the basis of imperative family reasons, the employee is entitled to temporary absence as laid down in the Employment Contracts Act.

22 § Study leave

The provisions of the Study Leave Act (273/79) regarding study leave shall apply to the extent they have been set out or agreed.

23 § Salary during studies, internship or work elsewhere

An employee who has been granted leave of absence for the purpose of studies, internship or work elsewhere may, at the discretion of the company concerned, be paid either full or partial salary in accordance with Section 10, or the difference between the salaries paid for the duties in question, when the studies, internship or work elsewhere have the tendency to promote performance of the operations of the said company.

24 § Anniversaries and absences pertaining to close relatives

If a working day of an employee coincides with his or her 50th or 60th birthday, day of their own marriage or the funeral of a close relative, no more than one day due to the death of a family member, and – provided that the absence is essential necessary for arranging or ensuring care of the ill person – the first day of illness of a family member other than a child under ten years of age or a disabled child, then the said day shall be a day off work with pay according to what is agreed below.

An employee is granted a working day that coincides with an anniversary or other day referred to in paragraph 1 above as a paid day off, if it is possible, when taking into account the nature of the employee’s duties. For the days of absence a salary in accordance with Section 10 is paid.

The above mentioned close relatives refer to the employee’s spouse and children, and their spouse’s children, the employee’s parents and their spouse’s parents, as well as the employee’s siblings.

Family member refers to the employee’s spouse and children, and their spouse's children, who live in the same household. An adopted or fostered child is also regarded as a child.

A common-law spouse living in the same household with the employee, with whom the employee has dependent children, shall also be regarded as a married spouse. The second party of a registered partnership will be comparable to a married spouse.

25 § Compensation related to training

Provisions on compensation to be paid for any training provided or acquired by the employer or for joint training and Trade Union trainings can be found in the Annex 6.

26 § National defence and crisis training

An employee who has been ordered to a military refresher course, national defence course or civil protection training referred to in Chapter 10 Section 67 of the Rescue Act (379/2011) shall be paid a salary in accordance with Section 10 of this agreement and such salary shall be reduced according to the military pay or similar compensation.

If the person ordered to the military refresher course is not paid a military pay referred to in Chapter 11 Section 102 of the Conscription Act (1438/2007), they will also not be paid the salary referred to above.

Notwithstanding the above, the employee is entitled to a salary for their annual leave without reductions.

27 § Trade union meetings

Where it is possible in terms of the company's operations, an employee can be granted paid release from work for the duration of conference days, if they participate in AKAVA, The Federation of Professional and Managerial Staff YTN, The Central Organisation of Finnish Trade Unions SAK, The Trade Union for the Public and Welfare Sectors JHL, STTK and Trade Union PRO's supreme decision-making bodies' meetings, which are considered as the representative assembly, council or the board, representatives or similar body, when they are handling Collective Agreement issues. The payable salary is determined in accordance with Section 10.

MISCELLANEOUS PROVISIONS

28 § Other absence

An employee shall not be paid salary on the basis of this agreement for any other work release or any other period of absence.

29 § Prevention from applying for work release

If the employee is prevented from applying for work release for a justifiable reason, they are, however, entitled to a salary for such absence in accordance with any concerning agreement provisions. The reason for the absence must be notified to the employer as soon as possible.

30 § Managing a municipal position of trust or a district court board man duty

An employee, who is prevented from temporarily carrying out their duties due to managing a municipal position of trust or the duties of a district court board man, shall not be paid a salary for this period.

ANNUAL LEAVE AND HOLIDAY PAY

General provisions

31 § Scope

As part of this Collective Agreement, the Annual Holidays Act (162/2005) shall apply to the annual leave of employees who are working for public utilities, unless otherwise agreed later in this agreement.

The Annual Holidays Act (162/2005) shall apply to the annual leave of employees of limited companies, as part of this Collective Agreement, as well as what has been agreed on the annual leave and annual leave pay between the employer and the relevant staff organisations.

32 § Definitions

In addition to what has been prescribed in Section 4 of the Annual Holidays Act, in this agreement

1) a holiday year is a calendar year during which the holiday determination year ends;
2) the holiday season referred to in Section 4 part 2 of the Annual Holidays Act is a period that starts on the 1st June and ends on the 30th September;
3) A holiday day is a week day. When implementing this agreement, a week day shall not include normal Saturdays, Sundays, clerical holidays, Christmas Eve, Midsummer's Eve, Independence Day or May Day.

Duration of annual leave

33 § Duration of annual leave

An employee is provided annual leave in accordance with Section 5 Subsections 1 and 3 of the Annual Holidays Act according to Table A (less than 1 year) or Table B (at least 1 year). If, however, an employee has a total of at least 15 years of service time entitling to annual leave, before the start of the holiday, they will be given annual leave according to Table C.

Table A

When an employee's employment by the end of the holiday determination year has lasted consecutively for less than one year, annual leave shall be earned for each full holiday determination month according to the following table.

Full holiday determination months	1	2	3	4	5	6	7	8	9	10	11	12
Annual leave days	2	4	6	8	10	13	15	17	19	21	23	25

Table B

When an employee's employment by the end of the holiday determination year has lasted consecutively for at least one year, annual leave shall be earned for each full holiday determination month according to the following table.

Full holiday determination months	1	2	3	4	5	6	7	8	9	10	11	12
Annual leave days	3	5	7	10	13	16	19	21	24	26	28	30

Table C

When an employee has a total of at least 15 years of service time entitling to annual leave before the start of the holiday, annual leave shall be earned for each full holiday determination month according to the following table.

Full holiday determination months	1	2	3	4	5	6	7	8	9	10	11	12
Annual leave days	3	5	8	10	13	15	22	25	28	31	34	38

If an employee reaches the service time that entitles them to a longer holiday in accordance with this Section's Subsection 1's second clause before the end of the holiday year, they shall receive the extended holiday regardless of any previously kept leave. The extended holiday must be held no later than the 1st June of the following year.

If the employee reaches the service times that entitle them to leave in accordance with tables B or C referred to in Subsection 1 of this Section, before the end of the service relationship, they will be given annual leave or holiday compensation for the current holiday determination year, when the employment ends, in accordance with what has been said in the relevant Subsection.

34 § Time equivalent to time at work

In addition to what is set out in Section 7 of the Annual Holidays Act, such working days or working hours, when an employee is prevented from working, shall also be regarded as working days, such as:

1) during paid release from work due to illness or an accident. If the number of local sick leave days does not meet the 75 working days per holiday determination year set out in Section 7 Subsection 2:2 of the Annual Holidays Act, unpaid sick leave days shall also be considered as working days from

the beginning of the holiday determination year until the provision of the Annual Holidays Act is reached;

2) due to a reservist training or additional service or follow-up service referred to in the Civil Service Act or ordered to national defence courses, civil protection training or service or released from work to serve in a Finnish monitoring group or being trained for a previously mentioned or rapid deployment force in Finland or at the service of the Red Cross with a secondment to catastrophe support tasks;

3) due to release from work for paid trade union training; however, no more than 30 days per training session;

4) due to rehabilitation for the term that rehabilitation allowance has been paid.

Days corresponding to working days shall also be regarded as working days

1) when an employee has been away from work for council or government or state or municipal elections during an electoral board or electoral commission meeting in accordance with legislation, a posse comitatus date referred to in the Conscription Act (1438/2007), a 50th or 60th anniversary, wedding day, a relative's funeral or due to sudden illness or death of a family member, for which paid leave has been granted;

2) working days, for which the employee has been given release from work for participating in a union meeting, union commission, union committee of their trade union or other such administrative meeting; and

3) working days, for which the employee has been given release from work when participating in the meeting of a Collective Agreement organisation or senior decision-making bodies of parent organisation, when they are dealing with Collective Agreement issues.

35 § Service time entitling to annual leave

When calculating the 15-year service time required in the second clause of Section 33 Paragraph 1 of this agreement, the periods referred to in this Section are taken into account.

The following full-time service time entitles to annual leave:

1) current employer's service;

2) service in the duties of another employer, which have been of essential benefit in the employer's duties; however, no more than 8 years;

3) military service and when released from armed service, completed unarmed service and civil service, to the extent that it does not exceed 240 days;

4) periods, which have been mentioned in Section 34 of this agreement, and any other releases from work than those referred to in Section 34, if a salary has been paid for the duration of the release.

36 § Calculating service time entitling to annual holiday

When calculating the service time entitling to annual holiday, such calendar months during which the employee has been working for at least 14 days shall be taken into account.

Work is considered as full-time if the working hours total an average of at least 20 hours per week.

If the requirement of full-time work is not met for some part-time service period, the part of the part-time work, which will be considered as time entitling to an annual holiday, will be considered as the relative share of regular working hours of the corresponding full-time duty.

Annual holiday pay and holiday compensation

37 § Payment of annual holiday pay

An employee is paid their annual holiday pay on the usual salary payment day.

38 § Monthly paid employee’s annual holiday pay and holiday compensation and annual holiday bonus

A monthly paid employee is entitled to receive their agreed salary for the duration of a holiday.

The annual leave compensation of a monthly paid employee is 1/21 of the monthly wage per unused annual holiday day. When the annual leave pay is determined according to paragraph 6 of this section, the annual leave compensation is the amount of annual leave pay divided by the number of accumulated holiday days during the holiday determination year per annual leave day.

When the annual holiday pay and holiday compensation of a monthly paid employee is determined, in addition to the basic salary, additional salaries due under the Working Time Act which have been agreed to be included in the salary or agreed to be paid as a separate fixed compensation shall be taken into account.

For annual holiday, a monthly paid employee is paid an annual holiday bonus. The amount of the bonus per annual holiday day is 1/250 of the additional remuneration amount referred to below that has been paid or became payable during the previous holiday determination year, evening, night and shift work bonuses, eve bonuses and Saturday work compensation and Sunday work and on-call compensation, unless otherwise agreed company-specifically.

Additional remuneration in this section refers to such agreement-based additional remuneration, which is paid on the basis of productivity, performance, special working conditions or similar factors, which the employee carries out continuously or which recurs according to a pre-confirmed plan regularly, at least once per quarter.

If the employee's working hours and respectively their salary has changed during the holiday determination year in accordance to Phrase 1 of Section 10 Subsection 4 of the Annual Holidays Act, the salary of the annual holiday is calculated in accordance with Section 12 of the Annual Holidays Act. Contrary to what is set out in Section 12 of the Annual Holidays Act, the annual holiday pay in cases referred to in Table A of Section 33 is 9 per cent, in cases referred to in Table B of Section 33 is 13 per cent and in cases referred to in Table C of Section 33 is 16 per cent of the salary that has been paid or has become payable for the working time of the holiday determination year, with the exception of emergency work and increase paid for overtime work in accordance with legislation or agreement. Paragraph 4 of this section concerning the annual holiday bonus shall not apply in these cases.

If an employee's working time or, accordingly, pay has changed after the holiday determination year before the annual leave or part thereof, the holiday pay is calculated according to the monthly wage determined on the basis of working time during the holiday determination year.

39 § Hourly or per contract paid employee's annual holiday pay, holiday compensation and holiday bonus

The calculation basis of the annual holiday pay and holiday compensation and holiday bonus of an hourly or per contract paid employee, who works at least 14 days per month according to their agreement, is their average hourly rate, which is obtained in such a way that the salary paid or due to the employee for working time during the previous holiday determination year, except for emergency work and any increase to be paid in addition to the basic salary according to legislation or agreement, is divided by the corresponding number of working hours.

The annual holiday pay and holiday compensation and holiday bonus are obtained by using the following tables A, B and C and multiplying the average hourly rate with the relevant factors that have been calculated on the basis of the number of months entitling to a holiday.

Table A

Used when the person concerned is entitled to leave per holiday determination month in accordance with Table A as referred in the first clause of Section 33 Subsection 1 of this Collective Agreement.

Number of months entitling to a holiday	Number of holiday days	Holiday pay factor	Holiday bonus factor
1	2	16.00	8.00
2	4	31.00	15.50
3	6	51.92	22.25
4	8	64.80	28.80
5	10	86.40	36.00
6	13	108.00	43.20
7	15	130.63	50.80
8	17	145.00	58.00
9	19	160.36	65.60
10	21	183.00	73.20
11	23	199.31	81.20
12	25	241.00	96.40

Table B

To be used, when the person concerned is entitled to leave per holiday determination month in accordance with Table B as referred in the first clause of Section 33 Subsection 1 of this Collective Agreement.

Number of months entitling to a holiday	Number of holiday days	Holiday pay factor	Holiday bonus factor
1	3	23.41	11.71
2	5	45.58	18.99
3	7	65.76	29.23
4	10	82.78	35.64
5	13	108.83	46.56
6	16	126.72	53.98
7	19	153.27	65.08
8	21	171.51	72.66
9	24	198.54	83.95
10	26	217.15	91.69
11	28	244.64	103.17
12	30	263.60	111.06

Table C

To be used when the person concerned is entitled to leave per holiday determination month in accordance with Table C as referred in the second clause of Section 33 Subsection 1 of this Collective Agreement.

Number of months entitling to a holiday	Number of holiday days	Holiday pay factor	Holiday bonus factor
1	3	23.41	11.71
2	5	45.57	22.79
3	8	65.76	32.88
4	10	85.53	42.77
5	13	107.43	53.72
6	15	129.54	64.77
7	22	188.02	75.93
8	25	210.71	87.19
9	28	233.61	98.56
10	31	256.71	110.02
11	34	280.03	121.59
12	38	333.16	133.27

Annual leave pay and holiday compensation and holiday pay of an hourly and per contract paid employee, who works part-time.

If the regular daily working time during the holiday determination year has been less than when carrying out the corresponding fulltime working hours, the annual leave pay and holiday compensation, as well as the holiday pay, shall be calculated by multiplying the average hourly rate with the number obtained, when the factors referred to above in tables A-C corresponding to holiday entitlement are multiplied with the quotient of the number of regular weekly working hours and 38 hours 15 minutes.

40 § Percentage-based annual holiday pay and holiday compensation paid for time off

The holiday pay of an hourly or per contract paid employee, who according to their agreement works at least 14 days per month, is determined in Section 12 of the Finnish Annual Holidays Act.

An employee, who is entitled to time off in accordance with Section 8 of the Annual Holidays Act, is paid a holiday compensation for time off in accordance with Section 16 and 19 of the Annual Holidays Act.

Granting of annual leave

41 § Point of time of granting annual leave

In addition to what has been set out in Section 20 of the Annual Holidays Act, what has been agreed in this paragraph shall apply when granting annual leave.

The annual leave is provided at a time specified by the employer during the holiday season, which is the period between the 1st of June and the 30th of September.

The part of the annually accumulated leave exceeding 20 holiday days is provided at a time specified by the employer after the holiday season, before the 1st of June the following year.

42 § Dividing the annual leave and agreement of the point of time

In addition to what has been set out in Section 21 of the Annual Holidays Act, what has been agreed in this paragraph shall apply when granting annual leave.

The employer and employee may agree that the employee should take the portion of leave exceeding 10 days of vacation in one or more periods.

The employer and employee may agree to place the annual leave during a period that begins at the beginning of the calendar year of the stated holiday season, and ends the following year before 1 June. In addition, it may be agreed that the part of holiday exceeding 10 holiday days shall be taken no later than one year after the end of the holiday period.

In accordance with Section 21 Subsection 4 of the Annual Holidays Act, the employer and employee may agree that a 5-day-long period of the annual leave is used as reduced working hours.

If the employee’s employment ends before the employee is entitled to an annual leave in accordance with Section 20 of the Annual Holidays Act, the employer and employee may agree on taking the accumulated annual leave before the end of employment.

43 § Use of annual leave days

In part-time work, where work is carried out other than regularly during daily reduced working hours, and the employee is on holiday on all the working days included in the balancing period, the number of business days using holiday days included in the balancing period are used.

44 § Postponing annual leave due to work incapacity or family leave

If an employee is incapable of work due to illness or an accident, or is released from work due to special pregnancy, pregnancy or parental leave at the beginning of their annual leave or part thereof, the holiday must, if the employee requests, be postponed to a later date. Correspondingly, an employee has the right to postpone leave or part thereof, if it is known at the beginning of the holiday or part thereof that the employee will have to attend such medical or other care during the holiday, during which they shall be incapable of

working or they shall receive release from work for special pregnancy, pregnancy or parental leave.

45 § Saving annual leave

In addition to what has been set out in Section 27 of the Annual Holidays Act, what has been agreed in this paragraph shall apply when saving annual leave.

The part exceeding 15 days of annual leave determined according to the first sentence of Section 33 Paragraph 1, or the part exceeding 20 days of annual leave according to the second sentence, can be saved partially or in full. To the extent that saving annual leave increases the amount of annual leave saved by more than 75 days, the employee can save their annual leave only by agreeing with the employer.

Saved leave is given at a time agreed more specifically between the employer and employee, within five years of the end of the holiday year of the actual annual leave from which the saved leave was saved.

Miscellaneous provisions

46 § Provisions concerning the transfer of annual leave rights

If an employee is transferred from a member company of the Service Sector Employers PALTA to the service of another company or from one service relationship to another, and they have not been paid holiday compensation, according to their consent, for the service time preceding the transfer, the unused leave or part thereof may, if the concerned person requests so and the relevant employers provide consent, be transferred to be held at a later date.

In regard to the transferred leave or part thereof, the provisions and regulation determined on the basis of the service relationship the concerned person was in at the beginning of the holiday or part thereof shall apply.

47 § Holiday pay

The following provisions apply to holiday pay, unless otherwise has been company-specifically agreed:

Determination of holiday pay

An employee is paid holiday pay for such holiday days, which they have earned during the previous holiday determination year.

The holiday pay of a monthly paid employee is determined according to the task in which the person concerned is working on the last day of June. If the person concerned is released from work in June, the holiday pay is determined according to the salary of the task, which they would have been paid

for, if they had been in work. In cases referred to below in Subsections 6 and 7, the holiday pay is determined accordingly in accordance with the salary at the time of termination or transfer.

If the employee is on partial sick leave in the month which determines the amount of the holiday allowance, the calculation of the holiday allowance is based on the salary that the employee would receive if they were present at work on the basis of their full-time contract.

The holiday pay of a monthly paid employee is 4 per cent in cases referred in Section 33 of this agreement in Table A, 5 per cent in cases referred to in Table B, 6 per cent in cases referred in Table C, of the monthly salary of the month prior to the holiday month multiplied by the number of full holiday determination months.

The holiday pay of an hourly or per contract paid employee, who according to their agreement works at least 14 days per month, is determined in Section 39 of this agreement.

Holiday pay is paid in July. In cases referred to below in Subsections 6 and 7, holiday pay is paid in connection with the salary at the time of termination or transfer.

When a service relationship ends, holiday pay is paid for all such holiday days, which the employee has accumulated before the end of the service relationship and for which they have not received holiday pay. The holiday pay paid at the end of the service relationship is one half of what it would otherwise be at the end of the service relationship if the service relationship is terminated during the trial period, the employee resigns (excluding retirement) or the employer terminates the employment relationship due to a reason attributable to the employee (excluding permanently and materially lowered work ability as the reason). If the employment relationship ends with the employer considering it as referred to in chapter 8, section 3, subsection 1 of the Employment Contracts Act, no holiday pay shall be paid at the end of the service relationship.

An employee, who leaves to complete their military or civil service or is transferred to a civil crisis management position or Finnish surveillance or peacekeeping force or the service of a Nordic institute or the UN, its special organisations or other such intergovernmental organisation or alliance, which Finland is officially involved in or service in such international development task, which Finland participates in, is paid holiday pay for all such holiday days, which the employee has accumulated before the end of the service relationship and for which they had not received holiday pay.

If an employee achieves the entitlement to a longer holiday in accordance with Section 33 Subsection 2 of this agreement before the end of the holiday year, they are entitled to holiday pay for these days as well.

Holiday pay is not paid to an employee, who has not accumulated a single full holiday determination month.

Exchanging the holiday pay for flexible time off

An employee has the right, if agreed with the employer, to exchange the holiday pay for paid time off from work. Paid leave shall be granted in such a way that 4.4 per cent of the monthly wage is deducted from the holiday pay for each free work day. For an hourly or per contract paid employee, the monthly salary referred in this Subsection is obtained by multiplying the average hourly rate referred to in Section 39 Subsection 1 of this agreement with the number 163. The holiday pay also can be exchanged for paid time off by following a different system agreed with the employer, provided that it has been company-specifically agreed between the parties. The holiday pay must be exchanged in such a way that the leave results in full days.

Special provisions regarding the holiday pay

Subject to a company-specific Collective Agreement, it can be agreed that holiday pay is not paid. In addition, it can be agreed that the payment of holiday pay is based on the company’s results or other grounds. In this case, the provisions of this Section do not apply.

MISCELLANEOUS STIPULATIONS

48 § Collection of membership fees

If the employee has consented, the employer will withhold the membership fees of the signatory employee union’s sub-union from the employee, from the salary to be paid to them. The employer shall pay the withheld membership fees to the bank account stated by the association.

The association is required to provide necessary information in writing on withholding membership fees.

49 § Group life insurance

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

Instead of an insurance, a benefit corresponding to the group life insurance policy referred to in Subsection 1 can be issued by the State Treasury.

50 § Settlement of disputes

Employees must settle any employment-related matter with their supervisor.

If the employee has not been able to reach agreement of the previously-mentioned matter directly with their supervisor, they can refer the matter to be settled in negotiations between the shop steward and the employer's representative.

Disputes arising from the application of this Collective Agreement are aimed to be settled as soon as possible between the company and shop steward or chief shop steward.

If negotiations fail to reach agreement, a protocol concerning the issue shall be prepared and signed by the negotiators. The protocol shall briefly mention the issues that are the subject of the disputes, as well as the opinions of both parties. After this, the matter can be referred to be settled by the parties of the Collective Agreement.

In case the parties have not been able to settle the disputes, the matter can be referred to be settled by the labour court.

51 § Occupational peace clause

During the period of validity of the Collective Agreement, no strikes, shutdowns or other comparable action may be initiated, which is against the provisions of the agreement or its annexes, or refers to changing the agreement or its annexes.

52 § Contingency clause

If the business covered by the agreement faces exceptional financial issues during the agreement period, the contracting parties may reassess the viability of the Collective Agreement solution in accordance with the prevailing financial situation and agree on changes to the solution if such changes are necessary to secure the company's operational prerequisites and jobs during the agreement period.

VALIDITY OF THE AGREEMENT

53 § Validity of the agreement

The Collective Agreement is valid for the time period of 4 May 2023 to 28 February 2025.

After 28 February 2025, the Collective Labour Agreement shall continue to be in force for one year at a time, unless it is terminated by either party in writing at least six weeks before the end of the agreement term.

ANNEX 1: CONTRACTUAL PROVISIONS CONCERNING PUBLIC SERVANTS

1 § Public servants' evening work compensation

In case of a public servant, the following applies instead of Section 4 Subsection 20 of the Collective Agreement:

Work carried out between 18:00–21:00 shall be paid 15 per cent of the basic hourly rate per hour as evening work bonus.

2 § Public servants' night work compensation

In case of a public servant, the following applies instead of Section 4 Subsection 21 of the Collective Agreement:

Work carried out between 21:00–06:00 shall be paid an additional 30 per cent of the basic hourly rate per hour as night work bonus.

If work that has been started no later than 04:00 continues past 06:00, a night work compensation shall be paid for work carried out after 06:00 until the first rest period that is at least two hours long; however, no longer than until 12:00.

3 § Public servants' emergency out-of-hours work

In case of a public servant, the following applies instead of Section 4 Subsection 27 of the Collective Agreement:

Emergency work refers to a situation when the employee is called in to work by a supervisor for an unexpected reason during their free time after they have already left the workplace. The call for emergency out-of-hours work must be unexpected and be based on a situation that could not be foreseen. If the employee has been ordered to be on-call, or if they have been informed in advance about such work, or when it is a case of emergency work referred to in Section 21 of the Working Hours Act, it is not emergency work.

An emergency out-of-hours bonus corresponding to the basic hourly rate is paid to public servants as compensation for being called in for emergency out-of-hours work and the disturbance caused.

4 § Public servants' salary payment day

In case of a public servant, the following applies instead of Section 6 Subsection 1 of the Collective Agreement:

A public servant's salary is paid on the 15th day of each calendar month. A fixed-term public servant can be paid a salary no later than the last working day of each calendar month.

5 § Salary payment of a public servant in terminations, short and immediate dismissals and suspensions

In case of termination, short and immediate dismissals and suspensions, the salary payment of a public servant shall be carried out in accordance with what has been agreed in Sections 52 and 53 of the general Collective Agreement for the government.

ANNEX 2: AGREEMENT CONCERNING COMPENSATION FOR TRAVELLING EXPENSES

1 § Scope of application and secondary character of the compensation

The provisions of this agreement shall apply to compensation of travel expenses employees for journeys in Finland and abroad, unless otherwise company-specifically agreed.

An employee who is entitled to compensation for travel expenses for performing work commissioned by another organisation shall be paid compensation from the funds of the company that issued the travel order only in case the compensation paid by the commissioner does not add up to the compensation specified in these provisions.

2 § Travel expenses

Travel expenses shall be the extra expenses that the person concerned has paid because of an official journey.

By virtue of this agreement, compensation for travel expenses in connection with official journeys shall be paid for actual transportation expenses, as daily allowance, meal allowance, accommodation or hotel allowance, night travel allowance and as training day allowance for training courses. In addition, certain special allowances shall be paid.

3 § Concept of an official journey

A journey entitling to compensation for travel expenses is ordered by a superior and an employee makes it in order to carry out his or her official duties outside the workplace.

A journey referred to in this agreement shall not be considered as the relevant person’s journey from a residence or similar location (hereinafter referred to as residence) to the workplace and back.

A workplace shall mean the fixed workplace where the person concerned works or, if he or she has no such fixed workplace due to the nature of the work, a similar place.

4 § Travelling days, beginning and end of official journeys

A travelling day is the 24-hour-period commencing at the outset of an official journey, or at the end of the preceding travelling day. An official journey commences when the person concerned leaves their workplace or residence, and ends when they return to the workplace or residence.

However, an official journey shall not yet end when the person concerned returns to their workplace only for the purpose of handing in or for changing tools or other work equipment, for receiving new instructions, or for other similar short time execution of official duties or work, provided that the official journey continues immediately thereafter.

5 § Travelling mode

Official journeys shall be made in the shortest possible time and at the lowest possible aggregate costs, bearing in mind that the official journey and the relevant duties shall be carried out appropriately and safely. In the assessment of the aggregate costs of an official journey the elements to be taken into account shall not only be compensation for transportation expenses, daily allowance, accommodation or hotel allowance, any salary for travelling time or the travelling day allowance for employees and other forms of compensation for travelling expenses, but also time saved by using certain modes of transport.

Compensation for official journeys shall not exceed the amount payable if the journey were made in the manner most advantageous for the government agency concerned, as set out in paragraph 1.

6 § Compensation for the use of own vehicles

When an employee uses his or her own vehicle or a vehicle in his or her possession for an official journey, compensation for transportation expenses shall be paid as follows:

By car:
In respect of each mileage calculation period starting on 1 January, for the first 5,000 kilometres from 1 January to 31 December 2023, 53 cents per kilometre and 47 cents for each additional kilometre.

Increased mileage allowance shall be paid in the following cases:

1) 9 cents when the job or duty requires transporting a trailer attached to the car, 14 cents when the work or duty requires transporting a caravan attached to the car, and 27 cents when the work or duty requires transporting a resting hut or similar facility attached to the car, and
2) 4 cents when
    a) the person concerned has to transport machines or appliances weighing more than 80 kilos, or unusually big machines or appliances,
    b) the person concerned has to take a dog in the car for the purpose of carrying out their duty or work, or

3) 11 cents for driving a car on forest roads or a road under construction and closed to general traffic, to the extent that carrying out the person's duty or work requires such driving, and
4) 4 cents per person when the person concerned transports other persons, in case arranging such transport is the duty of the employer.

1 January–31 December 2023

By motorcycle:
41 cents for the first 5,000 kilometres and 37 cents for additional kilometres
By motor boat:
engine power less than 50 hp, 93 cents per kilometre and more than 50 hp, 135 cents per kilometre
By snow mobile:
129 cents/km
By all-terrain vehicle:
121 cents/km
By moped:
22 cents/km
By means of other transport:
13 cents/km

The mileage calculation period shall commence at the beginning of a calendar year.

When a person on official journey abroad is entitled to use his or her own car due to the purpose of the journey or to particular reasons, compensation shall be paid according to the provisions of the this Article.

If an employee, who has a vehicle use benefit referred to in a decision concerning the calculation of tax administration's fringe benefits, uses such car for commuting and personally pays for fuel costs for this journey, the maximum amount of fuel costs to be compensated to them is 14 cents per kilometre.

7 § Other compensation for transportation expenses

The person concerned shall be compensated for the price of travelling tickets, for seat and berth reservation charges, for freight charges for transporting necessary tools and equipment, as well as for other comparable necessary costs in connection with the official journey.

Costs for travelling in taxi and chartered or leasing vehicles may be compensated if the use has been justified taking into account the conditions set out in Section 5.

Car parking charges in airports, train stations and in connection with hotel accommodation shall be paid against receipt; however, not for a longer period than three days for each official journey.

8 § Certain compensation for specific expenses

The following expenses, justified by appropriate receipts, shall be compensated as costs in connection with official journeys:

1) airport taxes,
2) for official journeys abroad, fees for passports or visas, expenses for necessary medicines and vaccinations,
3) for official journeys abroad, the premium for luggage insurance for a sum insured of not more than €1,600, and the premium for single premium travel insurance taken for an official journey lasting not more than 31 days, in so far as the insurance gives compensation for expenses due to sickness or accidents during the journey, or due to cancellation or interruption of the journey. In respect of travel insurance taken for an entire year a premium of not more than €50 shall be compensated,
4) necessary and justified telephone and communications costs in connection with arrangements for an official journey and with official business,
5) rent for a safe deposit box in a hotel, and
6) other comparable necessary expenses.

9 § Length of official journeys that entitle to a daily allowance

A daily allowance can be paid when an official journey extends farther than 15 kilometres from an employee’s residence, or from his or her workplace. The length of the journey shall be measured according to generally used travelling routes, depending if the person concerned leaves his or her residence or workplace, or returns to the residence or to the workplace.

10 § Time limits for partial daily allowance and for full daily allowance

Partial daily allowance shall be paid when an official journey lasts for more than 6 hours.

Full daily allowance shall be paid when an official journey lasts for more than 10 hours.

If the trip, including travel, has taken more than one day and, including transit, extends beyond the last full day of the trip by more than two hours, this entitles the person to a new partial daily allowance. If the time in the final day is more than six hours, the employee is entitled to the full daily allowance.

11 § Amount of daily allowances

Daily allowance shall be paid as follows:

1) Partial daily allowance for the period 1 January–31 December 2023 shall be €22 for each travelling day that entitles to a daily allowance, if the minimum time specified in article 10 paragraph 1 is spent on official journey, and

2) Full daily allowance for the period 1 January–31 December 2023 shall be €48 for each travelling day that entitles to a daily allowance, if the minimum time specified in article 10 paragraph 2 is spent on official journey.

12 § Daily allowance for official journeys abroad

Employees shall be entitled to the daily allowance agreed for the country or region where a travelling day ends. If a travelling day ends on board a ship, or an aircraft, the daily allowance shall be determined according to the region from where the ship or aircraft made its latest departure or, if departing from Finland, will make its first arrival.

If the total time spent on an official journey is less than 24 hours, daily allowance shall be paid according to the provisions and euro-amounts applicable for Finland. However, if the official journey has lasted for more than 15 hours and if more than five hours have been spent abroad for performing official duties or for other valid reasons, the person concerned shall be entitled to the daily allowance agreed for that country or region.

If the time spent on an official journey exceeds the latest full travelling day ending abroad by more than two hours, the person concerned shall in respect of that travelling day be entitled to a daily allowance amounting to 35% of the daily allowance for the latest full travelling day ending abroad. If the excess time is more than ten hours, the person concerned shall in respect of that travelling day be entitled to a daily allowance amounting to 65% of the daily allowance for a full travelling day ending abroad. When a full travelling day entitling to a daily allowance at the rate of 65% ends in Finland, the daily allowance for subsequent travelling days shall be determined according to the rates applicable for Finland.

A daily allowance is paid for ferry seminars and for meeting and training cruises in compliance with the regulations and set euro amounts governing domestic travel.

The amounts of daily allowance applicable for the period 1 January–31 December 2023 per travelling day for each country and region are enclosed.

13 § The impact of free meals on the daily allowance

If, in the course of a travelling day, an employee has had one or several meals free of charge, or one is included in the price of a travelling ticket or hotel accommodation, or if they had an opportunity to have such a meal, full or partial daily allowance shall be reduced by 50% for the travelling day in question.

The precondition for reducing a full domestic daily allowance or a foreign per diem allowance is that the person concerned has eaten or had the opportunity to eat two meals. The precondition for reducing a partial daily allowance is one meal.

14 § Meal allowance

If no daily allowance is paid for an official journey in Finland and if the employee concerned has eaten at their own expense outside their usual place for eating meals, at a distance of not less than 10 kilometres from their workplace or residence, and if the journey has lasted for more than 4 hours, the employee shall be paid a meal allowance that amounts to 25% of the amount stipulated in article 11, paragraph 1 subsection 2.

15 § Accommodation and hotel allowance

In addition to a daily allowance, accommodation allowance shall be paid on the basis of a receipt issued by the hotel, or on the basis of some other reliable receipt. If meals are included in the price of the accommodation, an allowance shall only be paid for the price of the room.

For journeys abroad the hotel allowance shall include the base price of the room, plus any taxes and fixed tips according to the country specific convention.

Accommodation provided by the employer concerned shall be used if it meets reasonable standards. If an employee does not use such accommodation, the accommodation allowance shall not exceed the sum that the employer pays for its accommodation.

A precondition for paying accommodation allowance is that the person concerned was present at the locality of accommodation for not less than four hours during the time from 21:00-07:00, or that they were travelling or performing duties elsewhere than at their domicile during that time and that accommodation was therefore necessary.

If necessary due to particular local conditions, expenses for the use of a hotel room abroad during hours other than those set out above can be reimbursed.

16 § Night travel allowance

Night travel allowance shall be paid for a travelling day that entitles to a per diem allowance, when more than ten hours have been spent on an official journey, of which not less than four hours between 21:00–7:00, provided that the person concerned was entitled to accommodation at the employer's expense, but has not used it.

The amount of night travel allowance shall be €15 per day.

Night travel allowance shall not be paid, if the person concerned is paid accommodation or hotel allowance, or if he or she is paid separate compensation for a berth on a night train or a ferry cabin, or if the journey is made on a ferry or train at the disposal of the employer so that the traveller can live on board. Neither shall night travel allowance be paid when the person concerned otherwise has no expenses for staying overnight because of free accommodation provided by the employer concerned.

17 § Compensation for training course attendants

Training course attendants shall be paid compensation for travelling expenses to the course and back according to the provisions of articles 6, 7, 9–13 and 15. A training course attendant is an employee who is attending a training course organised or otherwise defined by the employer.

In respect of short training courses, i.e. courses lasting no more than 21 days, daily allowance or meal allowance, as well as accommodation or hotel allowance or night travel allowance shall be paid as stipulated in articles 9–16.

In respect of long training courses, i.e. courses lasting continuously for more than 21 days, training day allowance shall be paid from the beginning of the course, under the same conditions as set out in articles 9 and 10 concerning daily allowance and in article 14 concerning meal allowance. Training day allowance shall be paid as follows:

1) In respect of days 1–21 the training day allowance shall be the same as full or partial daily allowance, or meal allowance, and
2) in respect of following days; however, only in respect of courses lasting no more than one year, the training day allowance shall be 75% of full or partial daily allowance or meal allowance.

If the employer provides meals free of charge for training course attendants, the training day allowance shall be reduced by 50%. If the employer also provides accommodation free of charge that meets reasonable standards, the training day allowance shall be reduced by a further 25%. However, the latter

reduction of 25% shall not be made if accommodation free of charge is arranged in barracks, camps or under other similar conditions.

Accommodation allowance or night travel allowance shall not be paid for the days for which the training course attendant is entitled to training day allowanceand the employer provides accommodation that meets reasonable standards.

When a training course is split up into several parts and when the periods in between are more than 12 days, the course shall be considered as several different courses.

The daily allowance payable for training courses abroad shall be reduced according to the principles set out above, unless it is decided to pay a lower daily allowance with the consent of the person concerned.

18 § Travel time allowance for employees

For days of work-related travel, salary is paid for the time spent travelling during which the travel prevents the employee from receiving salary otherwise – but no more than for the time that the employee receives salary corresponding to the daily working hours. Travel time is not considered as working time.

For travel performed on a Sunday or public holiday and on days that are otherwise days off for the employee according to the working hours' system, salary is paid according to the regular working hours for at most eight hours in line with the basic hourly rate.

Should the employee because of the nature of their duties decide on the performance of the travelling and the working hours themself, compensation is not paid for the time spent travelling.

19 § Advance payment

The employer may pay advance, if necessary.

The employer's payment cards shall be used for paying official journey expenses. Advance payment for transportation or accommodation and hotel expenses can be granted only if a payment card has not been put at the disposal of the employee concerned, or if payment cards cannot be used in the country of destination.

Advance payment of daily allowance need not be granted for official journeys lasting for less than 24 hours.

Advance payment shall be made to the employee's bank account.

20 § Travel claim forms and receipts

Compensation for travelling expenses shall be claimed by means of a travel claim form that shall be submitted to the employerconcerned within two months after the end of the journey, under penalty of forfeiture of the right to compensation and to any advance payment made.

For particular reasons, the employer concerned may stipulate that compensation shall be claimed within a shorter time than set out above.

Upon application the employer concerned may grant permission to pay compensation also after the above-mentioned deadline.

Receipts justifying expenses paid shall be attached to the travel claim form, provided that it was possible to have such receipts.

21 § Local agreements concerning compensation for travelling expenses

The provisions of this annex can be agreed differently with a Collective Agreement concluded by the company.

ANNEX Daily allowance abroad
DAILY ALLOWANCE ABROAD 202 ANNEX

For official journeys abroad daily allowance per travelling day is paid as follows:

Daily allowance

Country or region	**Maximum allowance €**
Afghanistan	55
Netherlands	80
Albania	71
Algeria	74
Andorra	59
Angola	73
Antigua and Barbuda	95
United Arab Emirates	84
Argentina	45
Armenia	62
Aruba	74
Australia	77
Azerbaijan	68
Azores	67
Bahamas	92
Bahrain	86
Bangladesh	68
Barbados	90
Belgium	74
Belize	54
Benin	45
Bermuda	94

Bhutan	52
Bolivia	49
Bosnia and Herzegovina	52
Botswana	46
Brazil	77
United Kingdom	73
- London and Edinburgh	77
Brunei	46
Bulgaria	59
Burkina Faso	40
Burundi	54
Chile	55
Cook Islands	69
Costa Rica	60
Curaçao	60
Djibouti	85
Dominica	64
Dominican Republic	58
Ecuador	65
Egypt	73
El Salvador	59
Eritrea	95
Spain	72
Eswatini	41
South Africa	55
South Sudan	119
Ethiopia	43
Fiji	56
Philippines	70
Faeroes	60
Gabon	88
Gambia	50
Georgia	48
Ghana	41
Grenada	76
Greenland	61

Guadeloupe	51
Guatemala	78
Guinea	82
Guinea-Bissau	38
Guyana	53
Haiti	55
Honduras	59
Indonesia	61
India	64
Iraq	65
Iran	122
Ireland	73
Iceland	89
Israel	100
Italy	72
East Timor	51
Austria	75
Jamaica	64
Japan	70
Yemen	122
Jordan	96
Cambodia	72
Cameroon	55
Canada	86
Canary Islands	70
Cape Verde	44
Kazakhstan	51
Kenya	85
Central African Republic	96
China	82
- Hong Kong	92
Kyrgyzstan	42
Colombia	55
Comoros	38
Congo (Republic of the Congo)	62

Democratic Republic of the Congo (Congo-Kinshasa)	50
People's Republic of Korea (North Korea)	75
Republic of Korea (South Korea)	85
Kosovo	52
Greece	66
Croatia	65
Cuba	52
Kuwait	86
Cyprus	63
Laos	35
Latvia	69
Lesotho	37
Lebanon	122
Liberia	71
Libya	53
Liechtenstein	77
Lithuania	68
Luxembourg	74
Madagascar	46
Madeira	66
Malawi	69
Maldives	71
Malaysia	54
Mali	43
Malta	67
Morocco	69
Marshall Islands	67
Martinique	54
Mauritania	53
Mauritius	53
Mexico	71
Micronesia	60
Moldova	64
Monaco	92
Mongolia	44

Montenegro	61
Mozambique	55
Myanmar (Burma)	61
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Country not mentioned specifically	53

ANNEX 3: PROVISIONS ON THE COMPENSATION OF REMOVAL COSTS

Scope

1 §

These provisions apply to compensation paid for domestic moves.

Removal costs are compensated for an employee who moves to a different municipality due to the company of part thereof moving or reorganising.

General

2 §

The following are reimbursed as moving expenses:

1) the employee's and their family members' travel expenses for the move in accordance with the agreement concluded on the compensation of travel expenses,
2) regular, necessary, and reasonable expenses and those directly related to transportation of residential movables,
3) 'moving remuneration' as compensation for other necessary expenses caused by moving, and
4) the employee may also be paid other necessary compensation related to the move, at the discretion of the employer.

Moving remuneration

3 §

The moving remuneration is paid as compensation for necessary expenses caused by the move.

The amount of moving remuneration is determined according to the number of people moving as follows:

If the number of people moving is one, €756.85 is paid as moving remuneration, if there are two people, €925.04 and if there are three or more people, €1,093.22.

If the move affects both spouses at the same time, moving remuneration is paid to only one, on the terms above. However, if the time between transfers is at least six months, the second person to move is paid an additional 50% of the moving remuneration.

Special provisions

4 §

If the employer arranges for free-of-charge transportation of the people or movables, it must be used if it meets generally reasonable requirements with respect to the duration of the travel and the time spent moving.

5 §

The invoice for compensation referred to in these provisions must be presented to the employer, unless there is an obstacle to this, within two months of the moving or performance of the travel.

The invoice must be accompanied by receipts and other reliable accounts of the expenses incurred.

6 §

Compensation for special dwelling costs related to the move may be paid in accordance with separate company-specific policies.

APPENDIX 4: RECOMMENDATION FOR THE WORKING TIME BANK

Service Sector Employers PALTA

and

Trade Union for the Public and Welfare Sectors JHL,

Trade Union Pro and

Federation of Professional and Managerial Staff YTN

have concluded the

RECOMMENDATION FOR THE WORKING TIME BANK

AND

INSTRUCTIONS FOR USE OF THE WORKING TIME BANK SYSTEM

1.1.2012

Working time bank for implementing working-time arrangement of long-term employees and individuals

Service Sector Employers PALTA and the Trade Union for the Public and Welfare Sector JHL, the Federation of Salaried Employees Pardia and the Federation of Professional and Managerial Staff YTN agree on the following reviewed recommendations and guidelines concerning working time banks for implementing the working time arrangements of long-term and individual employees.

The recommendations and guidelines are based on the agreement concerning working time bank principles concluded in 2004 between the trade unions, the salary administrative recommendations agreed by the trade unions in 2008 and legal provisions.

Scope of the recommendation

These recommendations and guidelines apply to the following Collective Agreement scopes concluded with PALTA, JHL, Pardia and YTN: General Collective Agreement, Collective agreement for the auditing sector, Collective agreement for the testing and laboratory sector, Collective agreement for employees in the repair sector, Collective agreement for senior salaried employees in the repair sector, Collective agreement for employees in the infra sector, Collective agreement for senior salaried employees in the infra sector, Collective agreement for the pilotage sector, Collective agreement concerning ferry transportation, Collective agreement concerning Airpro Oy, Collective agreement concerning TAY-Palvelut Oy, Collective agreement concerning Boreal Kasvinjalostus Oy and Collective agreement concerning Suomen siemenperunakeskus Oy.

Working time bank

Working time bank refers to a working time arrangement for employees, which has been agreed in writing on a workplace-specific basis, which can be used to save working hours, accumulated time off or monetary compensation exchanged for time off by combining them and withdrawing paid time off or monetary compensation.

The working time bank system does not change the working time and balancing systems. The working time bank system is meant to be used in addition and parallel to carried-over holidays with the aim of enabling the long-term reconciliation of work and private life.

The arrangement of regular working time must be separated from the working time bank system. The arrangement of flexible working time and regular working time to an average with a balancing period of 52 weeks is not working time

bank arrangement as such. The difference is that the associated working time flexibilities can be agreed as sub-factors of the working time bank.

There may be provisions concerning a working time bank in sectoral Collective Agreements, which must be taken into account when creating a working time bank agreement. Even if there are no specific provisions on a working time bank in the Collective Agreement, it often includes other provisions, which must be taken into account when creating the agreement.

For example, exchanging various salary components for time off may have been agreed in the Collective Agreements. As such, flexible working time systems and their balancing periods have often been agreed in Collective Agreements.

The guidelines of this recommendation should not be applied to flexible working time in accordance with the Annual Holidays Act, Working Hours Act or Collective Agreements, unless it has been specifically agreed in the working time bank agreement that such flexitime is a working time bank sub-factor. Such flexitime may include annual leave savings, replacing overtime with time off and exchanging holiday bonus for time off.

Binding nature of the guidelines

These instructions for using working time banks and how they should be treated in payroll administration are recommendations only. Local agreements on working time banks and the related payroll administration may also be concluded in derogation of these instructions, however, they should always be made in accordance with the provisions of the relevant laws and Collective Agreements.

Working time bank in legislation

In legislation, a working time bank is only defined in Chapter 1 Section 5 paragraph 1:13 of the Unemployment Security Act.

Provisions on annual leave savings can be found in Section 27 of the Annual Holidays Act.

Provisions concerning the working time bank can also be found in legislation in Chapter 3 Section 6 Paragraph 3, Chapter 4 Section 3 Paragraph 3 and Section 4 Paragraph 1, Chapter 5 Section 4 Paragraph 2 and Chapter 6 Section 4 Paragraph 2 of the Occupational Safety Act, as well as Section 9 Paragraph 3 and Section 9 a of the Pay Security Act.

There are provisions in the Pay Security Act and Unemployment Security Act, which set out particularly payroll-related requirements or which limit or guide an employer’s or employee’s agreement opportunities. The Tax

Administration's statement on the delivery time of withholding requires that the payment basis of a monetary compensation has been agreed in advance in the working time bank agreement.

Definitions of concepts related to working hours banks

Working time bank refers to such working time and free time reconciliation arrangements implemented at a company or workplace level, whereby working time, earned time off or monetary benefits that have been exchanged for time off can be agreed to be saved or loaned and combined in the long term.

A working time bank account refers to an employee-specific account or other list, to which a time or salary item is entered and from which balance the used time off is reduced from.

Balance means the amount of time accumulated in the working hours bank.

Bank time-off (Working time bank leave) refers to paid time off taken from the working time bank.

Deposit refers to the units of working time or salary deposited in the working time bank.

Withdrawal refers to using time off from the working time bank, also in cases when working time is loaned from the working time bank.

Working time bank sub-factors refer to working hours and time off to be saved as well as monetary benefits to be exchanged for time off. Sub-factors include, for example, any balancing items concerning regular working time balancing periods and flexible working time, reduction items of working time, annual leave and holiday bonuses, additional and overtime work, as well as working time compensation exchanged for time off.

Monetary compensation refers to withdrawing an amount of pay from the working time bank account that matches an amount of free time that has not been used.

For example, if an employee uses a week of working time bank leave (working time 40 h/week) and withdraws a salary from the working time bank corresponding to 60 hours, the monetary compensation is considered to be the salary of 20 hours. Monetary compensation is also considered to be salary that has been withdrawn from the working time bank, when the employer does not pay a salary for the term of the leave for any other reason, such as, for example, a period of lay-off.

Working time bank accounts and items to be transferred to the working time bank

Regardless of the used sub-factors, the working time bank is created as a time-based, hourly entity. The saved sub-factors are entered in the salary and working time records and if necessary exchanged for time and transferred to the working time bank. Accordingly, when terminating an individual working time bank, the amount of used time is reduced from the employee's personal savings.

The employer must maintain an employee-specific working time bank account. All the working time bank transactions and dates are entered on the account. The balance of the account indicates the amount of time that has been saved. A specific working time bank account does not need to be maintained if the previously mentioned information is directly available from the working time and payroll records.

When concluding an agreement, calculation rules and principles should be defined, for exchanging the monetary and time items to the bank as saved time off.

No upper limit for savings have been set for the working time bank. The same applies to debt in the working time bank. Upper limits can be assessed and locally agreed before the deployment of the system.

An entry in the working time bank also refers to the end of the connection of the sub-factor to original earning and compensatory rules, and the relevant sub-factor becomes compensable according to the rules concerning the working time bank.

Time is collected to the working time bank cumulatively. The using order of the saved items is not monitored and no deadline is set for using the various items. Therefore, the sub-factors can be saved in the working time bank from several different calendar years.

Size and use of the working time bank

When assessing the validity and saving and loaning opportunities' limits of the working time bank arrangement, the nature of the operations, available production and service technology as well as staff resources and staff need must be taken into account. The impact of the working time bank on deputy arrangement needs can also be assessed on their basis.

The period during which the working time bank is accumulated or used at an individual level, as well as the need of saving and loaning opportunities' limits must be assessed and specified at a company-level before the introduction of the arrangement.

On the basis of obtained experience and changed needs, the content of the working time bank system must be able to be changed by agreement. This applies to, for example, savings limits and agreeing on the times of time off.

The employer must reserve the right to order the transfer of sub-factors. In other words, the employer must approve the transfer of a sub-factor to the working time bank. For example, the exchange of holiday bonus for time off must be separately agreed between the employer and employee, even if the exchange of holiday bonus for time off has been agreed as a working time bank sub-factor. The employer must also accept the times, when working time can be performed for the working time bank.

Agreement on the working time bank system

When introducing the working time bank system, the points referred to below in Sections 1–14 must be agreed company-specifically. The agreement must be made in writing.

Points to consider in company-specific negotiations concerning the content and principles of the working time bank system:

1. Staff within the scope of the system

The working time bank system can apply to the entire staff or its scope of application can be limited to just part of the staff. However, the restrictions must not be used to put anyone unjustifiably in an unequal position.

The use of the working time bank system for an individual person is voluntary.

2. Accession of an employee to the working time bank system

To ensure smooth working time arrangements, payroll administration and keeping of salary and working time registers, it is essential to know who is currently in the system. For this reason, the procedures to authenticate an individual’s participation in the system must be specified in company-specific negotiations.

The involvement of an individual employee in the scope of the working time bank system must be able to be authenticated in writing, electronically or in another verifiable manner. In practice, this means making an entry in the salary or working time register for persons who have joined the working time bank system and when.

However, this does not mean that every employee should necessarily conclude a separate agreement about participating in the system. The requirement has been met when the working time bank records indicate the employee’s first (and last) transaction and its time.

3. Leaving the working time bank system or changing it for an employee

The procedures to be used to stop applying the system to a certain individual when the employment contract of the employee concerned continues must also be agreed upon separately at each company. If deemed necessary, a notification time limit can be agreed at company level (e.g. 1 month) within which the person may resign from the working time bank system and have it not apply to them anymore. In this case, it must also be agreed that the saved or loaned hours shall be reset with working time arrangements within 4 months, or if this is not possible, the saved or loaned hours are replaced by a corresponding monetary payment.

In situations where a person's employment ends, the use of working time bank balances (+/-) as time off are affected by the amount of savings and the preliminary information about when the employment will end.

For this reason, company-specific agreements must include the option to reset the working time bank balance (+/-) as cash in connection with the termination of the employment relationship, unless the balance has been able to be reset with time off or as work before the end of the employment.

If a significant or permanent change occurs in an individual employee's duties or salary criteria, the working time bank arrangement can be removed for them.

4. Sub-factors of the working hours bank

The sub-factors to be used in the working time bank system must be clearly agreed company-specifically, as well as agreed on the possible differences of the sub-factors for persons carrying out different duties within the scope of the system.

One significant sub-factor of the working time bank is regular working time:

- Working time, which has been made longer than the Collective Agreement's usual regular working time. The negotiating parties have agreed that the maximum regular working hours agreed in company-specific agreements can be changed in company-specific agreements without the Collective Agreement provisions between PALTA and central organisations limiting it.

The following items can be used as working time bank sub-factors:

- Overtime work and additional work. The basic part to be completed for the working time and the overtime increase part or just one of these can be transferred to the working time bank.

- The part of overtime work increase is transferred to the bank in accordance with an overtime work increase percentage.
- Weekly rest compensation
- Sunday work compensation
- The accumulated balance (+/-) in accordance with flexitime can be reduced by transferring it to the working time bank, provided that it is separately agreed with the manager on a case-by-case basis.
- Proportion of annual leave that has been agreed to be saved
- Part of the holiday pay that has been exchanged for time off
- Reduction items of working hours

5. Maximum amounts and maximum period of the working time bank

The need to agree on maximum amounts for saving and loaning possibilities, and whether they are the same in different tasks, must be assessed at a company level. It must also be assessed whether there is a need for a maximum period or date by which the items saved or loaned from the working time bank must be reset. If the previously mentioned maximum period is implemented in a company-specific working time bank, it must also be agreed that the time (+/-) saved to the bank can be replaced with a monetary compensation, if the balance has not been able to be reset with time off or work during the maximum period.

The working time bank system can also be agreed to be created on the basis of a so called flexible or rolling working time balance. In this system the balance is not reset at any period of time, but the balance constantly changes according to how working hours are transferred to the bank or time off is used from the bank. In this system, it is however necessary to agree maximum limits (+/-) for the personal continuous balance, which are not to be exceeded. In case of such situations, when it has not been possible to agree on the use of the balance accumulated to the working time bank, the opportunity for the employer and the employee to reduce or reset the balance must be agreed. In addition, the period (e.g. 4 months), during which the reduction or reset must be paid either as time, or if this is not possible, as money, must be agreed.

If necessary, the implementation of the working time bank system can be started with shorter periods and then increased according to the gained experiences of functionality.

6. Determination of payments to be paid during time off

When keeping time off based on the working time bank, the salary to be paid for the duration of the time off is determined according to the salary at the time of the leave.

The salary to be paid for the duration of the time off is determined according to the salary, which is the basis of the overtime work compensation unless a different basis of determination is agreed company-specifically.

If several salary criteria or methods are in use in the company, there is reason to specify how the salary for the period of time off is determined.

7. Salary payment time for the duration of bank time-off

The salary for the period of bank time-off is paid on the normal salary payment date of the salary period. The balance of the working time bank shall be due and payable in total no later than in connection with the final payment when an employment ends or when the agreement concerning the working time bank ends, unless the payment time or method has been otherwise agreed upon.

8. Fringe benefits and staff benefits for the duration of bank time-off

Fringe benefits are part of an employee’s salary and they are available to the employee for the duration of bank time-off.

Staff benefits are usually available to the employee when using their bank time-off.

9. Use of free time accruals

The starting point in working time bank systems is that work and time off is reconciled as well as possible according to the working community’s operational and the employee’s individual needs, taking in to account the work situation and human resources of the company. The long-term principle of this arrangement provides more opportunities.

When agreeing on the system at a company level, the principles and procedures of saving and use shall be agreed at the same time, according to which individual leave, possibly of very different lengths, is agreed between the employer’s representative and the employee. If agreement on the time cannot be reached between the employer and employee, the procedures, which are used when the application of the system at an individual level ceases while an employee’s employment continues, shall apply.

It is also worth considering whether there is a need to agree on principles according to which any working time bank accumulations that are generally issued as time off can also be reset or compensated as cash, for example if work duties or salary criteria change significantly.

10. Nature of free time and reconciling with other reasons for absence

The free time accruals of the working time bank do not change the terms and conditions of employment. For this reason, the impact of vacancies on benefits accrued on the basis of an employment relationship must, if necessary, be determined on a company-specific basis, taking into account the provisions of legislation and Collective Agreements.

The working hours or days according to the employee's shift list are considered bank leave. For example, Saturday and Sunday do not reduce the working time bank balance unless they are working days in accordance with the employee’s work shift list. When using an hourly account, the hours that would otherwise have been counted as part of the regular working hours are considered to be the hours that reduce the bank's balance. If the length of the working day is 7.5 hours, the day off shall reduce the balance for the same number of hours.

In terms of the application of the Collective Agreement, the negotiating parties hereby note that the working time bank leave correspond to working hours when calculating annual leave entitlement in the same way as when determining the entitlement to additional and overtime work compensation.

It is company-specifically necessary to agree on procedures to be applied, if a person in incapable of working during a leave that is based on the working time bank system. In such situations a so-called time priority principle shall apply, unless otherwise company-specifically agreed.

Working time bank leave should not overlap with other previously known paid leave. Such paid leave may include annual leave, pregnancy and parental leave and compensatory leave. The employee can bring forward the date of pregnancy and parental leave, and in these situations it is recommended that it is agreed that the previously agreed bank holidays are postponed.

11. Depositing annual holiday and holiday bonus in the working time bank

If annual leave is saved to the working time bank, it is given and compensated according to the working time bank rules.

If annual leave is transferred to the working time bank, the number of hours corresponding to the holiday day is 1/6 of the employee's regular weekly working hours when using the holiday calculation in accordance with the Annual Holidays Act and 1/5 of the employee's regular weekly working hours when using the five-day holiday calculation.

If annual leave is transferred to a working time bank, the proportion of the holiday allowance must be taken into account in the transfer. The holiday allowance can normally be paid to the employee in cash or saved in the working

time bank, in which case the holiday allowance for one annual holiday day corresponds to the number of hours of 1/12 week when using the holiday calculation in accordance with the Annual Holidays Act and 1/10 week when using the five-day holiday calculation.

The annual holiday bonus is also paid normally for annual holiday that is transferred to the working time bank.

12. Calculation of the working time bank’s balance (bank statement)

The employee is given a calculation of the working time bank's balance and the changes that have taken place in it. The calculation can be given, for example, in the following ways:

- the information may be entered in separate items on the payroll;
- the information may be entered on a separate statement of account; or
- the information may be available in real time, such as from the information system.
- The calculation or statement may be submitted by pay period when the balance of the account changes, or at least once a year at the end of the calendar year or financial year at the latest. The calculation must always be provided at the request of the employee.

13. Insurance premiums paid from bank holiday pay

When paid time off is raised from the working time bank, the bank leave taken is deducted from the balance of the working time bank. The leave drawn from the working time bank is not allocated to any single original sub-factor. Therefore, the pay for bank holidays is always the same, and the following social security contributions are paid:

- employer’s social security payment;
- occupational pension insurance payment;
- accident insurance payment;
- unemployment insurance payment;
- group life insurance payment.

The employer must also collect from the salary:

- employee’s pension insurance payment;
- the employee's unemployment insurance contribution;
- the membership fee of the trade union, if the employer collects it from the employee's salary.

14. Modification or termination of the system

The company-specific working time banking system and its maintenance are based on the agreement, according to which the content of the working time banking system can always be changed by agreement.

No special grounds need to be presented for shutting down the system. If either party to the individual agreement wishes to terminate the application of the working time banking system, the date of termination must be notified at least 3 months before the said date. If the balance accumulated in the working time bank (+/-) cannot be reset as a vacancy or work within 3 months of the end of the working time bank, the balance (+/-) is reset as cash compensation.

Any disputes shall be settled in accordance with the dispute settlement procedure provided in the Collective Agreements.

Helsinki, 11 November 2011

SERVICE SECTOR EMPLOYERS PALTA

TRADE UNION FOR PUBLIC AND WELFARE SECTORS JHL

THE FEDERATION OF SALARIED EMPLOYEES PARDIA

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

ANNEX 5: RECOMMENDATION ON REPLACEMENT WORK

RECOMMENDATION ON THE ISSUES TO BE CONSIDERED AND THE PROCEDURES TO BE FOLLOWED IN THE USE OF REPLACEMENT WORK

Background

An employee may not always be fully incapable of working due to illness or an accident. In situations that have been clarified in advance at the workplace, an employer may offer an employee temporary work that is different to their own, usual duties, i.e. replacement work. The work must however meet the terms set out in legislation and Collective Agreements.

Work must not interfere with or hinder the employee's healing and recovery from their illness. The work must be meaningful and such that the employee can reasonably carry it out despite their illness.

Concerning the definition of replacement work

Replacement work refers to a situation in which an employee is unable to complete their usual work duties due to an illness or injury, but is temporarily able to perform other work available from the employer without endangering their health or recovery. Replacement work may also be conducting orientation, guidance of another person or other necessary training in terms of their work, i.e. such that maintains and develops professional skills.

Replacement work is based on an agreement between the parties.

Replacement work is carried out in accordance with the above during the stated period of incapacity to work.

The conditions of replacement work

Replacement work is a temporary solution and the employee always volunteers.

Restrictions due to the employee's health should be taken into account. The planning and organisation of replacement work requires that the management has sufficient knowledge of the employee's overall situation. In addition to considering sickness and the work ability weakened by it, the employee's coping and vocational skills must be assessed in the planning of replacement work.

Working conditions must allow for replacement work, i.e. there must be work, work equipment, premises, etc., related to the work that can be assigned to the employee. The more diverse the different tasks in the workplace, the better are the chances of this happening. The functioning of the work community

must be ensured by preparing for replacement work in advance. At the workplace, it would be a good idea to find out in advance those work tasks and training forms that are suitable for so-called replacement work.

The employer orders the replacement work and makes the decision to commission it. The offered duties must be meaningful and there should be a clear need for completing them. The tasks must be such that the person's professional skills and experience are sufficient to cope with them. Therefore, when using replacement work, the employee's supervisor should already have considered the options for replacement work beforehand.

Preventive occupational health and safety measures are the primary means of reducing workplace accidents and sickness absences. A prerequisite for the introduction of replacement work is a functional and comprehensive occupational health care service which is familiar with the conditions and tasks of the workplace (workplace surveys). The identification, assessment and elimination of hazards and disadvantages together with employees and employee representatives in the workplace are part of the normal operations of the workplace. In addition to and instead of replacement work, the employee has a full right to statutory rehabilitation measures.

It is the responsibility of occupational health care to determine, if an employee is suitable, suitable with limitations or unsuitable for the relevant replacement work, in terms of their state of health. In order to justify their opinion, the physician must be very familiar with the content of the planned replacement work. In order to ensure evidence and legal certainty for the parties, the statement should be made in writing. At the visit, the doctor should therefore issue a statement “Recommendation on replacement work”, in which the limitations are recorded. If the preliminary consideration has been implemented, it can be agreed at the time of the occupational physician appointed, which work the employee can be assigned to according to the physician’s guidelines.

Concrete implementation of replacement work

The company can operate in many different ways to reduce sickness and accidental absenteeism. When considering the general principles of replacement work for the above purpose, as well as the procedures and methods of implementation, the matter must be addressed in cooperation with the employer, occupational health care and the occupational health and safety organisation and personnel of the workplace.

In summary, the issues to be taken into account in the use of replacement work as set out above can be summarised as follows:

Guidelines must be reviewed in cooperation procedures

The introduction of replacement work as a system must be dealt with in the cooperation procedure and in the occupational health and safety committee. The general principles and procedures concerning replacement work must also be dealt with in the cooperation procedure and they can be recorded, for example, in the occupational health care action plan.

Communication

When the methods of implementation of replacement work and the related principles have been addressed in the cooperation procedure and in the occupational health care action plan, all employees are informed and supervisors receive training in the operating methods and rules.

Need for and supply of replacement work

Replacement work must be appropriate and, where possible, of a level of complexity similar to that of the person's normal work. Replacement work may also be training that is necessary for one's own work that maintains and develops professional skills.

The supervisors must already consider the options of replacement work. In each case, the supervisor makes a separate decision to offer such a job.

Orientation

When replacement work is carried out, the need for orientation should be clarified, after which the employer must, if necessary, take care of the appropriate orientation of the person.

Equal treatment

Persons shall be treated equally in the organisation of replacement work.

Ensuring the ability to work

The assessment and decision on the suitability for work can only be made by an occupational physician who is familiar with the conditions at the workplace and who is also responsible for ensuring that the decision does not interfere with the normal healing of the injury or illness. Replacement work is a solution to temporary loss of work ability for a period determined by the occupational health doctor. The aim is to support the person's continuation of work and returning to their own work.

The occupational physician proposes to the employee the possibility of replacement work if the illness or injury does not prevent the work altogether and the work does not endanger the recovery. The occupational physician

shall provide the employee with a medical certificate on absence due to sickness describing any restrictions on work organisation and the duration of the restrictions.

The occupational physician must also agree with the employee on the monitoring of the ability to work.

Employee’s consent

The person's opinion that they can cope with the work assigned to them should be taken into account. In replacement work, the treatment of the illness must not be compromised, the illness or injury must not be made worse by the work, its healing must not be hindered or slowed down, and the disease must not spread. The commissioning of replacement work requires that the person has given consent to the replacement work. The same applies to the training provided by the employer.

Responsibility of the employer

The employer's decision must be based on the opinion of the occupational health physician.

After receiving the opinion of the occupational physician, in which the possibility of substitution work is recorded, the supervisor makes the decision to offer such work, if the work is available.

The occupational physician ensures the suitability of the employee for the tasks offered.

The supervisor is responsible for occupational safety and necessary work orientation.

Responsibility of the employee

If they so wish, the employee gives the occupational health physician permission to discuss replacement work with the supervisor.

The employee delivers the doctor's certificate to the supervisor and discusses the possibility of replacement work. The person can also express their willingness for replacement work.

The employee must contact the occupational health doctor if there are any changes in the ability to work.

Privacy protection

The employer and employer’s representative must comply with the act set out on privacy protection at the workplace when handling medical certificates and reports concerning the person’s health state in relation to replacement work.

According to legislation, an employee’s illness is a private matter, and the details are confidential between the employee and health care, and the employer is only privy to the information in strictly determined exceptions. The employer has the right to obtain information on whether the employee is suitable, suitable with limits or unsuitable for the planned work.

In this respect, replacement work is not an exception, and the same provisions apply as would in the case of a new employment or that would apply to statutory occupational health checks that are carried out during employment. Occupational health care does not have the right to communicate information related to illness to the employer even as a means of determining replacement work, but the task of occupational health care is to assess the employee's ability to work with regard to the replacement work proposed. Occupational health care can only provide the employer with information on working capacity or incapacity for work.

Salary, insurance and sickness benefit

In the case of replacement work, the person concerned shall receive the same remuneration as they would have received for carrying out their normal work.

Insurance in the event of sickness or accident shall be valid for the duration of replacement work.

Replacement work is not sick leave, so the employee is not entitled to sick pay or accident allowance for that period. The replacement work interrupts the payment of the accident and sickness allowance in the event that one of them has already begun. The employer and the employee are obligated to report if Kela or the insurance company has started to pay compensation. With regard to starting sick leave, the possibility of replacement work must be investigated as soon as possible (Kela's deductible period).

In some cases, the suspension of replacement work must be prepared for and the relevant insurance company must be contacted in advance.

Commuting

It must be safe to travel and move around the workplace. When assessing replacement work, the impact of sickness or accident on commuting must also be taken into account. Safe movement must be ensured at the workplace in the event of illness or disability resulting in reduced mobility or impediments.

Replacement work can be agreed to be remote work.

The employer and employee may agree on the compensation of any additional travel costs for carrying out replacement work.

Accident statistics

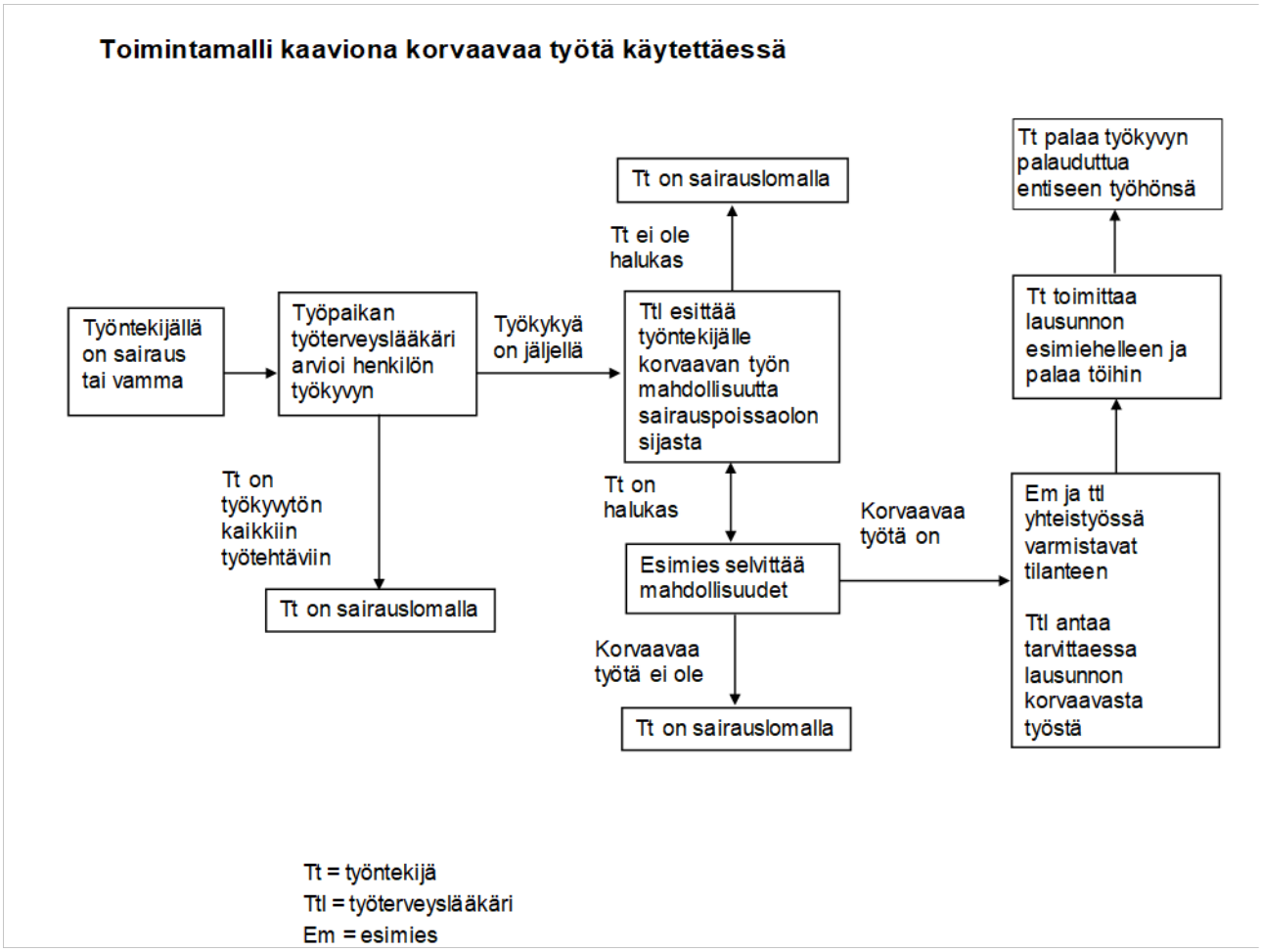
If incapacity for work is a result of an occupational accident, replacement work must not lead to the accidents not being recorded or investigated normally. Regardless of replacement work, the employer must maintain an accident list and make necessary notifications in accordance with the Accident Insurance Act. Any examinations and statements, as well as statistics, related to accidents and illnesses, shall be completed appropriately.

Monitoring the system

At the workplace it is good to have a monitoring and statistics system in place, indicating how many cases and what kinds of replacement work or training have been implemented. It is important to implement the monitoring at both an individual and a company level. In case of an individual, it is important to obtain feedback on whether receiving replacement work or training helped or interfered with recovery. The monitoring and feedback data shall be handled by the occupational safety committee and/or in cooperation procedures in order to identify the needs for development in the system.

The model as a diagram

The operational model has been described below as a diagram in a situation where the opportunity for using replacement work is being investigated.



ANNEX 6

Service Sector Employers PALTA
and
Trade Union for the Public and Welfare Sectors JHL,
Trade Union Pro and
Federation of Professional and Managerial Staff YTN

have concluded this GENERAL AGREEMENT 2012

AGREEMENT ON THE EMPLOYEE'S PROTEC-TION AGAINST UNLAWFUL DISMISSAL 2012

CONTENTS

SERVICE SECTOR EMPLOYERS PALTA
AND
TRADE UNION FOR PUBLIC AND WELFARE SECTORS JHL,
TRADE UNION PRO
AND FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN
HAVE CONCLUDED THE

GENERAL AGREEMENT ON COOPERATION IN WORKPLACES, STATUS OF SHOP STEWARDS AND OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES AND OMBUDSMEN, PROVISION OF INFORMATION AND TRAINING AND THE USE OF EXTERNAL LABOUR

1 GENERAL PROVISIONS

Scope

This agreement applies to the following Collective Agreements concluded with PALTA, JHL, Pardia and YTN: Company-specific Collective Agreements based on Palta's Collective Agreement for special fields (EPA-TES), Collective agreement for the pilotage sector, Collective agreement for ferry traffic personnel, Campusta Oy Collective Agreement, Boreal Kasvinjalostus Oy Collective Agreement and Suomen siemenperunakeskus Oy Collective Agreement.

In this agreement, employee refers to an employee with an employment contract or a senior salaried employee or a public servant, unless otherwise specified.

In this agreement, workplace is considered to refer to an operational unit of a company member of Palta Special Sectors (EPA-sector) or a different unit specified by the company member.

Limitations of the scope

The occupational health and safety and cooperation provisions of this agreement apply when at least 20 employees regularly work in the company. However, an occupational health and safety representative must be elected when there are at least 10 employees in total.

The restriction on the scope of this clause does not apply to provisions on shop stewarding.

Fundamental rights

Freedom of association, which is one of the fundamental citizen’s rights, is an inviolable right. It concerns both employers and employees. Workers have the right to set up and work in trade union organisations and may not be dismissed or discriminated against in their work as a result. The employees of companies have the right to elect representatives to represent them in matters dealt with within the companies. The right to elect representatives, as well as the rights and obligations of the representatives, are defined in law and in this

and other agreements. Starting points for the contractual provisions are the health and safety of individual employees, non-discrimination and equal treatment.

Right to direct

On the basis of work legislation and agreements, the employer has the right to employ and dismiss an employee and to direct the work completed.

The parties' right of access to workplace

The representatives mentioned by parties of the Collective Agreement have, when agreed upon with the employer, the right to visit the workplaces of the employees they represent and observe the circumstances.

Advance notice of industrial action

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

Organisational changes etc.

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

Legal references

If not otherwise agreed in this Agreement, the Act on Cooperation in Undertakings and the Act on Occupational Safety and Health Enforcement and Co-operation on and Occupational Safety and Health at Workplaces, which are not part of this Agreement, shall be complied with.

2 COOPERATION AT WORKPLACES

Development actions

The workplace monitors in cooperation the development of productivity, production and personnel at appropriate intervals. The necessary monitoring systems and key figures will be agreed locally.

The employees and their representatives must be able to participate in the development of work organisations, technologies, working conditions and duties and in the implementation of changes in accordance with this agreement.

In connection with development activities and the application of new technologies, which may be included, measures must be taken to improve the content and productivity of meaningful, varied and developmental work. This creates an opportunity for the employee to develop in their work and increase their capacity for new tasks.

The actions taken may not result in an increased overall workload that is detrimental to the health and safety of employees.

Cooperation procedure

Cooperation between the employer and employees can take place through a permanent advisory board, in project groups established for the implementation of development projects or in negotiations between the employer and employees.

Unless otherwise agreed, the advisory board referred to in the Act on Co-operation within Undertakings must be established in the company or a part thereof where the number of employees exceeds 200, if all categories of employees so wish.

The aim of cooperation shall be to reach an agreement between the parties. The working group created for the implementation of a development action has an equal representation from the company and employees.

A local agreement can be concluded on establishing a co-operation body that deals with, inter alia, matters associated with development activities. The co-operation body may replace separate co-operation and occupational safety committees and other similar committees. It could also be responsible for the actions and plans referred to in the Act on Co-operation within Undertakings, Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, Occupational Health Care Act and Act on Equality between Women and Men to the extent agreed by local bargaining.

If the employer makes use of the services provided by an external consultant in the development activities of the company, the employer is responsible for ensuring that the consultancy company's activities comply with this agreement.

Maintenance of work ability

Operations that maintain work ability at workplaces are conducted in cooperation between line management, human resources management, occupational health care and the occupational health and safety organisation. In connection with the planning, implementation and monitoring of measures to maintain work ability, the performance of the employees of the company is monitored and, if necessary, instructions are drawn up for referring employees who need measures for maintaining work ability to the care of experts.

The occupational health and safety manager and the occupational safety representative participate in the planning of actions for maintaining work ability when preparing the action plan of the occupational health care. They are also involved in the implementation and monitoring of the plan.

3 TASKS OF COOPERATION AND COOPERATIVE BODIES

3.1 Provisions concerning the shop stewards

Shop steward system in companies

The meaning of the shop steward system is to maintain and develop the relationship between employer and employees for the purposes of negotiations and cooperative actions.

The number, exact workplace and other details concerning their election are to be agreed between the company and the registered suborganisation of the agreement party concerned. Their area of responsibility must be purposeful and of such scope as to promote the handling of matters in accordance with the negotiation procedure. The assessment must also take into account, for example, the size of the company, the number of employees and the number of members of the sub-organisations, as well as the nature and extent of the tasks performed in the company.

At the workplace, it can be agreed that the shop steward will perform the duties of the occupational safety representative or occupational safety ombudsman or vice versa.

Shop steward

For the purposes of this agreement, a shop steward means, unless otherwise expressed in the text of the agreement, the chief shop steward, regional shop steward or a shop steward selected by the relevant registered sub-association of the contracting party or the contracting party as its representative to exercise the tasks referred to in this agreement.

If only one shop steward has been selected for the company's staff group, they are the chief shop steward within the meaning of this agreement.

The shop steward must be employed at the company in question and familiar with the circumstances of the field.

Election

In order to select a shop steward, an election can be held at the workplace. If the election is to be conducted at the workplace, an opportunity to cast a vote shall be reserved for the employees of the workplace in question. Organising and carrying out the election must nevertheless not disturb normal working. The time and place of the election must be agreed with the employer no later than 14 days before the election. The employer shall reserve for appointed persons an opportunity to carry out the election.

Duties

The shop steward acts as a representative of the organisations and the employees in matters related to the application of the Collective Agreement and labour law and ensuring a peaceful working environment, as well as in matters related to the relations between the employer and the employee in general.

Representing employees in negotiations

Notwithstanding any other provisions of this Collective Agreement or its Annexes, in negotiations on undertakings under Chapter 3 of the Act on Co-operation within Undertakings, staff shall be represented by a shop steward or stewards elected to the undertaking pursuant to the Collective Labour Agreement, unless the staff has chosen otherwise in accordance with the Act on Co-operation within Undertakings.

> *Application instruction:*
> The meaning of this provision is to ensure that each employee within the implementation of this Collective Labour Agreement will be represented in the negotiations concerning undertakings by another shop steward or stewards, elected from within the company, if the personnel group of the employee in question has not elected a shop steward of its own.

Duties of shop stewards in resolving disputes

Employees must settle any employment-related matter with their supervisor. If the employee has not been able to reach agreement of the previously-mentioned matter directly with their supervisor, they can refer the matter to be settled in negotiations between the shop steward and the employer’s representative.

In case of any ambiguity or disputes concerning the employees’ salary or other employment-related matters, the shop steward must be provided with all information relevant to the investigation of the case.

If the disagreement that has arisen at the workplace cannot be resolved locally, the order of negotiations in accordance with the Collective Agreement will be followed.

3.2 Provisions concerning occupational health and safety

The employer appoints an occupational safety manager for occupational health and safety cooperation. The right of employees to choose an occupational health and safety representative and their deputies is determined in accordance with the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces.

Occupational health and safety manager and occupational health and safety representative

The duties of the occupational health and safety manager are determined in accordance with the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces. In addition, the job of the occupational safety manager is to organise, maintain and develop occupational safety cooperation in addition to the other tasks covered by occupational health and safety cooperation.

The duties of the occupational health and safety representative are determined in accordance with the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces. When the occupational safety representative is prevented from attending, the occupational safety vice representative handles such tasks that cannot be transferred to the occupational safety representative after the end of the obstacle.

Occupational safety ombudsman

The selection of occupational health and safety ombudsmen, their number, tasks and area of activity shall be agreed locally according to the same selection criteria as agreed in the fourth paragraph of Section 3.1 on the selection of the shop steward. In addition, health and safety risks and other factors affecting working conditions must be taken into account. The occupational health and safety ombudsman is chosen by the employees of the workplace from among themselves.

If other tasks have not been locally agreed upon, the occupational health and safety ombudsman's task is to participate in the processing and implementation of occupational health and safety cooperation matters concerning their area of responsibility.

Occupational health and safety committee

The selection of other cooperative bodies promoting occupational health and safety as well as the appropriate form of cooperation shall be agreed locally, taking into account the nature and extent of the workplace, the number of employees and the quality of the tasks as well as other circumstances.

If no other form of cooperation has been agreed upon, an occupational health and safety committee shall be established for occupational health and safety cooperation.

3.3 Notifications

The registered sub-organisation or similar of the contractor operating at the workplace must inform the employer in writing about the elected shop stewards, the vice representative acting as vice shop steward, the occupational safety representative or occupational safety ombudsman acting as shop steward, or the shop stewards acting as occupational safety authorities. The shop steward may also provide a corresponding notice of when the vice shop steward is acting as the shop steward's deputy. The occupational health and safety representative shall notify the employer in writing of the deputy's work as a substitute for the occupational health and safety representative. The employer shall inform the shop steward who will negotiate with them on behalf of the company.

4 PROVISIONS CONCERNING THE STATUS OF SHOP STEWARDS AND THE OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVE AND THE OCCUPATIONAL HEALTH AND SAFETY OMBUDSMAN

4.1 Exemption from work and compensation for lost income

Exemption from work

If necessary, the chief shop steward, shop steward and occupational health and safety representative shall receive a temporary, periodic or complete exemption from work in order to manage their fiduciary tasks. The shop steward other than the chief shop steward, occupational health and safety ombudsman and other personnel representatives participating in the cooperation required by this agreement shall be entitled to a temporary exemption from work.

The time use of shop stewards and the occupational safety representative and the occupational safety ombudsman must be discussed when a person is elected to the position.

When organising the aforementioned exemption, attention must be paid to, among other things, the number of employees that belong to the personnel group in question, the nature of production and operations and the number of tasks.

If the chief shop steward or occupational health and safety representative is regularly released from work for repeated periods of time, they must, as a rule, perform their duties during that time. However, for the purpose of dealing with the necessary matters, the supervisors must release the employee from work at another time appropriate for the job.

If the shop steward and occupational health and safety duties have been combined so they are performed by the same person, this will be taken into account as an additional factor when agreeing on the exemption from work.

Compensation for lost income

The employer compensates for the income that the staff representative referred to in this Agreement loses during working hours either in local negotiations with the employer’s representative or in carrying out other tasks agreed with the employer.

If the shop steward, occupational health and safety representative, occupational health and safety ombudsman or a member of the occupational health and safety committee or other cooperation body corresponding the occupational health and safety committee performs tasks agreed with the employer outside of their regular working hours, overtime compensation is paid for the time thus lost or another type of additional compensation is agreed with them.

The allowance for the loss of earnings of the staff representative referred to in this Agreement shall be such that the staff member on a monthly basis receives the income which they would have received during their employment. In the case of an hourly-paid employee, the average hourly earnings used in the calculation are determined according to the average hourly earnings of the previous financial year, unless compensation for loss of earnings has been agreed otherwise on a company-specific basis.

If a staff member's representative is wholly relieved of their duties in view of the extent of their duties, the loss of earnings shall be compensated as indicated in the preceding paragraph or the remuneration shall be determined on a case-by-case basis.

4.2 Position

Nature of employment

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

Facilities

The employer shall arrange an appropriate place for the chief shop steward, shop steward and occupational health and safety representative for storing the equipment required for their tasks. The employer shall, as far as possible, indicate an appropriate space in which the necessary discussions may be held in order to carry out their duties. In order to carry out their duties, the shop steward and occupational health and safety representative have the right to use the company's normal communications and office equipment. Practical arrangements are agreed upon locally.

Wage and transfer protection

The shop steward’s or occupational health and safety representative’s opportunities for development and career advancement must not be weakened due to their position. In the course of carrying out the tasks or due to the tasks, they may not be transferred to a lower-paid job than was the case when they were elected.

If the ordinary work of a person elected as shop steward or occupational health and safety representative interferes with their carrying out of their duties, other work must be arranged for the person in question, while taking into account the conditions in the company or its operating unit and the person’s professional skills. Such arrangements must not result in the his or her income being reduced.

The development of the earnings of the chief shop steward and occupational health and safety representative must be in line with the development of earnings in their area of activity in the company.

If the occupational health and safety ombudsman has to be temporarily transferred to work outside of their actual area of responsibility, the aim must be that the transfer does not unreasonably interfere with the performance of the duties of the occupational health and safety ombudsman.

Maintaining professional skills

After the term of office of a chief shop steward or an occupational health and safety representative ends, the chief shop steward or the representative in question and the employer must coopoerate to ascertain whether vocational training is required in order to maintain the employee’s professional skill calls regarding their existing or corresponding work tasks. The employer arranges the training that has been determined.

Business transfer

The chief shop steward and occupational health and safety representative will keep their positions in case of business transfers or handovers if the transferred business or part of business retains its independence. If the business to be transferred or a part thereof loses its independence, the chief shop steward and occupational health and safety representative shall be entitled to the post-protection agreed in Section 4.3 of this agreement from the end of the term of office resulting from the transfer of a business.

4.3 Security of employment

Financial and production-related grounds for notice

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

A shop steward other than the chief shop steward, in accordance with Chapter 7:10, Subsection 2 of the Employment Contracts Act, may be dismissed or laid off only if all work is suspended and the employer cannot arrange for them to perform work that corresponds to their professional skills or is otherwise suitable for them, or to train them for other work in accordance with Chapter 7:4 of the Employment Contracts Act.

Individual protection

For reasons attributable to the shop steward or occupational safety representative, they may not be dismissed without the consent of the majority of the employees they represent, required by Section 7:10, Paragraph 1 of the Employment Contracts Act.

The employment contract of a shop steward or occupational safety representative may not be terminated or processed as terminated in contravention of the provisions of Section 8:1 – 3 of the Employment Contracts Act. It is not possible to terminate the employment contract on the grounds that they have

violated regulations, unless they have repeatedly or substantially failed to fulfil their work obligations at the same time and despite receiving a warning.

When assessing the grounds for terminating a shop steward's or occupational health and safety representative's employment contract, they must not be placed in a position inferior to other employees.

Candidate protection

The above employment protection provisions shall also apply to the candidate for chief shop steward nominated by the professional department meeting, the nomination of whom has been notified in writing to the employer, as well as to the candidate for occupational health and safety representative, the nomination of whom has been notified in writing to the occupational health and safety committee or other similar cooperation body. The candidate protection nevertheless begins no earlier than three months before the start of the term of office of the chief shop steward and occupational health and safety representative who are to be elected and ends, for any candidate other than the person elected in a ballot, when the result of the ballot has been established.

Post-protection

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

Compensation

If the employment contract of the shop steward or occupational health and safety representative has been terminated in violation of this agreement, the employer must pay them at least 10 and at most 30 months' salary as compensation. Compensation must be determined in accordance with the criteria of Chapter 12:2 Subsection 2 of the Employment Contracts Act. Any violation of the rights under this agreement must be taken into account as a factor that increases the amount of compensation. When the number of employees and senior salaried employees working regularly in the production unit or similar operating unit is 20 or less, the aforementioned compensation in the case of the occupational safety representative is at least 4 months' salary, and at the most the compensation determined in accordance with Chapter 12:2 Subsection 1 of the Employment Contracts Act.

Compensation for unjustified lay-offs under this agreement shall be determined in accordance with Section 12:1.1 of the Employment Contracts Act.

4.4 Deputies

The provisions of this chapter shall apply to the deputy chief shop steward and deputy shop steward and to the deputy occupational health and safety

representative for as long as they are acting as deputies in accordance with the notice required by this Agreement.

5 OBLIGATIONS ON THE EMPLOYER TO PROVIDE INFORMATION

Salary statistics and personnel data

Once a year, the salary breakdowns that are prepared from salary statistics are given to the chief shop steward in writing. The shop steward is not entitled to receive average monthly earnings data for groups smaller than six persons.

In disputes concerning the duties of the chief shop steward or shop steward in accordance with this agreement, the chief shop steward or shop steward shall be provided with all the necessary information for processing the matter. The shop steward has the right to receive information once a year on the surnames and forenames of the employees in their area of activity, the starting times of their employment relationships and the operating units of the company or its equivalent. Upon request, the shop steward must be informed about new employees.

An opportunity is reserved for the shop steward to familiarise themselves with the wage setting and payroll systems in force in the company in the area in question.

Information on the external workforce

The employer must inform the shop stewards whose work group is concerned of the planned contract for the use of outside labour. Upon notification, the planned number of such employees, their duties and the duration of the contract shall be determined. The shop steward shall be given the opportunity to make a statement on the matter, unless circumstances or other relevant matters otherwise require.

The shop steward has the right to receive information about the outside workforce operating in their area and about the subcontractors operating on the company's premises.

Working time records

Shop steward has the right to examine the list of emergency and overtime work and the increased wages paid for them to the employees in their area of activity in accordance with the Working Hours Act.

Confidentiality of information

The shop steward shall receive the aforementioned information in confidence for the purpose of the performance of their duties. The information must not be

handed over to the shop stewards of other companies and must not be otherwise circulated.

Legislation

For the use of the occupational safety representative, the occupational ombudsman representative and other occupational health and safety bodies the employer shall procure the acts, decrees and other occupational safety regulations necessary for the performance of their duties.

Company information

The employer must provide the employees or their representatives with the information referred to in the Act on Cooperation in Undertakings.

In companies where the number of employees is regularly at least 30, the company's financial statements referred to in Section 10 Subsection 1 of the Act on Co-operation within Undertakings shall upon request be submitted to the personnel representatives in writing.

Non-disclosure

Where, pursuant to this Agreement, the employees or employees' representatives of the company have received information concerning the business or professional secrets of the employer, such information may be processed only between the employees and employees' representatives concerned, unless otherwise agreed between the employer and the persons entitled to receive it. When notifying about the confidentiality obligation, the employer must specify which information the confidentiality obligation covers and the period of confidentiality of the information. Before the employer declares the business or professional secret in question, the reasons for the confidentiality shall be explained to the employee or the employee's representative concerned.

6 STAFF COMMUNICATION STAFF AND THE ORGANISATION OF MEETINGS

A registered sub-association of a Party to this Agreement, which is a party to a Collective Agreement applicable in the workplace, shall have the right to hold meetings on labour market matters or on issues relating to workplace’s employment relations, located in the workplace or in any other agreed place, as agreed at the sectoral level or in accordance with established practice in the workplace.

The group of staff referred to in this Agreement shall also have the right to distribute notices of meetings, information on employment relationships or information on labour market matters to its members. The information sheet must indicate the originator of the information.

If a newsletter intended for personnel is published at the workplace, the aforementioned personnel association has the right to use it for the publication of the aforementioned meeting notices or bulletins or to publish them on a notice board designated by the employer for use by employees. E-mail may also be used for the publication of notices of meetings or newsletters. The reporter is responsible for the content and care of the email and message board.

7 TRAINING

7.1 Vocational or other training and joint training provided or acquired by the employer

Vocational training provided or acquired by the employer means training provided by the employer to the employee or training related to the employee's profession to which the employer sends the employee. Vocational training other than that referred to above may also be training provided by the employer or to which the employer sends the employee.

Joint training refers to training that promotes cooperation in the workplace, organised jointly by the employer and the employee in the workplace or elsewhere.

The basic courses of occupational health and safety cooperation and the special courses necessary for occupational health and safety cooperation are joint training in this sense. Depending on the nature of the training, participation in the training is agreed locally in the relevant cooperation body or between the employer and the shop steward.

The provisions on joint training also apply to training on participation systems and local agreement. Participation in the training may also be agreed between the employer and the person concerned.

Before registering for the training session, it should be stated that the training in question is, in accordance with this section, training provided or acquired by the employer.

7.1.1 Compensation for vocational or other training and joint training provided or acquired by the employer

In the case of the training referred to in point 7.1, the employee is compensated for the direct costs of the training and for the loss of earnings during regular working hours as agreed in the relevant Collective Agreement. If the training takes place entirely outside working hours, the direct costs incurred will be reimbursed.

Direct costs refer to course fees and costs for teaching materials required by the course programme. Direct costs also refer to travel costs and the reimbursement of accommodation and food costs during the course. A daily

allowance is paid for the duration of the course in accordance with the agreed reimbursement of travel expenses.

The loss of earnings during regular working hours is compensated for both course and travel time. No compensation shall be paid for time spent outside working hours on training or on travel required by such training.

7.2 Trade union training and notice periods

Workers shall be given the opportunity to take part in courses lasting for one month or less, where this is feasible without causing serious damage to production or the operations of the company. When assessing the aforementioned, attention should be paid to the size of the workplace. When the right to participate is denied, the chief shop steward must be informed at least 10 days before the course starts of the reason why granting release from work would be very harmful. In such a case, it would be appropriate to jointly try and find another time when participating in the course would be possible.

The employee must announce their plan to attend a course as early as possible. In the case of courses of a maximum duration of one week, notification must be given at least three weeks before the start of the course and, in the case of longer courses, at least six weeks before the start of the course.

Before a person attends such a training event, the measures arising from the participation must be agreed with the employer and it must be explicitly stated in advance whether the training event is one for which the employer will compensate the employee in accordance with this agreement. At the same time, it must be stated what the scope of the compensation is.

7.2.1 Compensation for training in trade unions

The regional shop steward, the chief shop steward, the shop steward and their deputies, the occupational health and safety representative, the special representative and their deputies, the occupational health and safety ombudsman, the members of the occupational health and safety committee, and the members of the central committee and the members of the cooperative bodies, who take part in a labour union-organised course covered by the employer's support, shall be compensated by the employer for loss of earnings, for a maximum of one month and for those in positions of occupational health and safety representatives, for a maximum of two weeks. Similarly, the chairman of the trade union will be reimbursed for the above-mentioned training sessions for a maximum of one month.

In addition, for each day of the course on which compensation for loss of earnings is paid, the staff referred to in the previous paragraph shall be paid a meal allowance equal to €50 per day of the course according to the syllabus

to compensate the organiser for the cost of the meals during the course. For a one-day training session, one half of the total meal allowance shall be paid.

The compensation referred to in this paragraph shall be payable by the employer only once to the same person for the same or a similar training event.

7.2.2 Impact of trade union training on social benefits

Participation in the trade union training event referred to in the agreement shall not, up to the limit of one month, cause the reduction of annual leave, pension or other comparable benefits.

8 RECOMMENDATION AND STATEMENT IN ORDER TO PROMOTE LEARNING IN THE WORKPLACE

The organisations state that organising on-the-job training, training or gaining work experience is not a substitute for the company's personnel. They are also not meant to influence the employment relationships of the company’s employees. It is necessary to state these locally, either before organising work-based learning sessions or work placements, or in connection with the processing of the training and personnel plan referred to in the Act on Co-operation within Undertakings.

The organisations consider that the provisions of the Employment Contracts Act and existing contracts concerning the reduction of the workforce, the obligation to offer additional work or re-admission do not prevent the provision of the aforementioned learning and traineeship places at the workplace, insofar as the procedure set out in the previous paragraph has been followed.

9 USE OF EXTERNAL WORKFORCE:

9.1 General

The use of external workforce takes place in companies in two forms. On the one hand, it is based on an agreement between two independent entrepreneurs concerning, for example, trade, procurement, contractual work, rental, assignment, work, etc.In which case, the necessary work is done by an external entrepreneur without the other party having anything to do with the work performance. In practice, activities based on such an agreement are generally referred to as Subcontracting.

On the other hand, the use of external workforce is based on so-called labour hire, in which the Temporary agency employees supplied by the employment agencies work for another employer under their management and supervision.

The situations referred to in the first paragraph are hereinafter referred to as Subcontracting and the situations referred to in the second paragraph are hereinafter referred to as Temporary leased workforce.

9.2 Subcontracting

If, due to Subcontracting, the company's workforce must exceptionally be reduced, the company must endeavour to relocate the employees in question to other tasks of the company.

9.3 Temporary leased workforce

Use of Temporary leased workforce

The company carries out the normal work of its main business mainly with its own employees. If temporary leased work is used for reasons such as the levelling of production peaks, the urgency of the work, the limited duration of the work, professional requirements, special equipment or other similar reasons, the protection of the leased temporary agency employees and the appropriate framework for temporary agency work must be ensured at the workplace.

Application directive

If the company that leased out the employee is not bound by any Collective Agreement, the provisions of the Collective Agreement that bind the user company must at least be applied in the employment relationship of the leased employee.

The user undertaking shall provide Temporary agency employees with access to services and facilities other than those covered by employee benefits which it provides to its own employees (e.g. catering services, transport arrangements), unless there are objective reasons justifying different treatment.

Access to information

In order to ensure a minimum level of protection for Temporary leased employees, undertakings using Temporary leased employees must, on request, inform the chief shop steward of the Collective Agreement applicable to the Temporary leased employee and of the type of working time of the Temporary leased employee. If the Collective Agreement represented by the chief shop steward is applicable, the salary group of Temporary leased employees according to the task group shall also be indicated on request.

10 AGREEING OTHERWISE

The member companies of PALTA that fall within the scope of this agreement may agree differently locally on the provisions of this agreement, except for the contractual provisions concerning the employment protection of the shop steward and occupational health and safety representative. If otherwise agreed, the Parties to this Agreement shall be notified thereof.

AGREEMENT ON THE EMPLOYEE’S PROTECTION AGAINST UNLAWFUL DISMISSAL

I GENERAL PROVISIONS

1 § Scope

This agreement applies to the following Collective Agreements concluded with PALTA, JHL, Pardia and YTN: Company-specific Collective Agreements based on Palta's Collective Agreement for special fields (EPA-TES), Collective agreement for the pilotage sector, Collective agreement for ferry traffic personnel, Campusta Oy Collective Agreement, Boreal Kasvinjalostus Oy Collective Agreement and Suomen siemenperunakeskus Oy Collective Agreement.

In this agreement, employee refers to an employee with an employment contract or a senior salaried employee. However, the periods of notice specified in Section 3 of this Agreement shall also apply to a person in public servant’s capacity.

This agreement concerns the termination of an employment contract of indefinite duration for reasons attributable to the employee or related to the employee, the termination of the employment contract and the procedures to be followed in the event of dismissal or lay-off of employees for economic or production-related reasons. The agreement does not cover employment relationships within the meaning of the Seamen's Act (423/78) and the Vocational Training Act (630/98).

Application directive

General scope

As a rule, the contract concerns the termination of an employment contract valid for an indefinite period for reasons attributable to the employee.

Section 1 of the agreement means that the provisions of the Act on Public Servants apply to persons in positions of public servants; however, so that the periods of notice are determined in accordance with Section 3 of this agreement.

In addition to the cases expressly mentioned in Section 1, the agreement does not apply to:

Termination of employment contract on the basis of Section 8:1 and Section 8:3 of the Employment Contracts Act.

Fixed-term employment contracts concluded on the basis of Section 1:3.2 of the Employment Contracts Act.

Termination of an employment contract during the probationary period on the basis of Section 1:4.4 of the Employment Contracts Act.

Termination of employment contract for economic and productive reasons on the basis of Section 7:3-4 of the Employment Contracts Act.

The cases mentioned in Sections 7:5 and 7:7–8 of the Employment Contracts Act (transfer of business, restructuring proceedings, employer's bankruptcy and death).

In accordance with the Employment Contracts Act, disputes concerning such non-contractual cases are dealt with in the ordinary courts.

On the basis of this agreement, it can be examined whether the dismissal on the basis of Section 7:3–4 of the Employment Contracts Act was actually due to a reason attributable to the employee or related to the employee and whether the employer would have had sufficient grounds to terminate the employee's employment contract on the grounds mentioned in Section 2 of the agreement in a situation where the employment contract has been terminated on the basis of Section 8:1.1 of the Employment Contracts Act.

The procedural provisions of Sections 9:1–2 and 9:4–5 of the Employment Contracts Act shall apply to the termination of an employment contract during the probationary period.

However, the procedural provisions of Chapters I, III and IV of the Agreement shall also apply in the event of dismissal or lay-off of employees for economic and productive reasons.

2 § Grounds for termination

The employer may not terminate the employee's employment contract without a valid and weighty reason in accordance with Section 7:1–2 of the Employment Contracts Act.

Application directive

The regulation corresponds to Section 7:1-2 of the Employment Contracts Act, which defines the grounds for dismissal related to the employee's person.

Section 7:2.2 of the Employment Contracts Act lists separately the reasons, which at least cannot be considered as reasonable and compelling grounds for termination.

Reasonable and compelling reasons are considered to be reasons which depend on the employee, such as neglect of work, violation of the regulations issued by the employer within the limits of their management right, unjustified absence and obvious negligence at work.

The content of the concept of "relevant and compelling reason" has been clarified above by listing some examples of cases in which termination of employment by dismissal may be permitted under the agreement.

According to the Employment Contracts Act, the assessment of the merits and weight of the grounds for dismissal includes, among other things, the seriousness of the failure to comply with or breach of the obligations arising from the employment contract or the law.

When assessing the relevancy and weight of the criterion of dismissal relating to the employee's person, the employer's and the employee's circumstances in their entirety must be taken into account. This means that the adequacy of the grounds for dismissal must be assessed on the basis of an overall assessment of all the circumstances of the case.

The grounds for dismissal are also considered to be those for which termination of the employment contract is possible under the Employment Contracts Act.

The content of the termination criteria of the employment contract is described in more detail in the explanatory memorandum of the Government proposal (HE 157/2000).

3 § **Periods of notice to be observed by the employer and the employee (also applies to public servants)**

Unless another notice period has been agreed between the employer and the employee, the notice periods to be observed by the employer and the employee are in accordance with the Employment Contracts Act currently in force.

According to the Employment Contracts Act, the notice periods to be observed by the employer are as follows:

After the employment has continued without interruptions	Period of notice
1) up to a year	14 days
2) more than one year, maximum of 4 years	1 month
3) more than 4 years, maximum of 8 years	2 months
4) more than 8 years, maximum of 12 years	4 months
5) more than 12 years	6 months

According to the Employment Contracts Act, the notice periods to be observed by the employee are as follows:

After the employment has continued without interruptions	Period of notice
1) maximum of 5 years	14 days
2) more than 5 years	1 month

Application directive

Determination of the duration of employment

When calculating the duration of the employment relationship, on the basis of which the period of notice is determined, only the period during which the employee has been continuously employed by the employer in the same employment relationship is taken into account. For example, the transfer of a business, pregnancy and parental leave, child-care leave, compulsory military service or study leave do not interrupt the employment relationship.

In addition to the uninterrupted nature of the employment relationship, it is necessary to find out what period of time increases the length of the employment relationship that extends the periods of notice. In the case of conscripts, such a period is only the period during which the employee has been continuously employed by the employer before and after the performance of military service in accordance with the Military Service Act (452/1950), provided that the employee has returned to work in accordance with the aforementioned Act. In other words, the duration of the employment relationship does not include the actual period of military service.

Calculation of time limits

There are no specific provisions on the calculation of time limits in employment law or in Collective Agreements. The rules for calculating time limits set out in the Act on the Calculation of Time Limits (1438/2007) apply in a consistent manner to time limits related to employment, such as the calculation of periods of notice and so on. For the purposes of calculating the time limits contained in the agreement on protection against unlawful dismissal, the following rules shall apply unless otherwise agreed.

1) Where a date is set for a number of days after the designated date, the date on which the operation was carried out shall not be included in the time limit.

Example 1

If the employer laid off the employee on 1 March in accordance with 14 days of notice, the first day of lay-off is 16 March.

2) Any period of time specified in weeks, months or years after the date specified shall end with the expiry of the day of the week or month specified, which shall have the same name or the same number as the said day. If there is no such day in the month in which the time limit expires, the last day of that month shall be deemed to be the last day of the time limit.

Example 2

If the employer dismisses on 30 July an employee whose employment relationship has lasted continuously for more than 4 but not more than 8 years and whose period of notice is therefore 2 months, the last day of the employment relationship is 30 September. If the dismissal of the said employee takes place on 31 July, the last day of the employment relationship is 30 September, because there is no day in September with the corresponding order number on which the term would expire.

Even if the due date or the last day of the term in the case of dismissal is a holiday, Independence Day, May Day, Christmas or Midsummer Eve or a Saturday, the said date is nevertheless the end date of the employment relationship.

Expiry of the period of notice and fixed-term contract

In cases when an employee's employment contract has been terminated for economic and production reasons and when work is still offered after the period of notice, a fixed-term contract for the remaining work may be concluded with the employee.

4 § Non-compliance with the period of notice

An employer who has terminated the employment contract without complying with the period of notice shall pay the employee the full salary for the period corresponding to the period of notice.

An employee who has not complied with the period of notice is obligated to pay the employer a lump sum equal to the salary of the period of notice. The employer may withhold this amount from the final payment to the employee, in accordance with the provisions of Section 2:17 of the Employment Contracts Act concerning restrictions on the employer's right of set-off.

In the event of only partial non-compliance with the period of notice, the liability for compensation shall be limited to the salary of the part of the period of notice not complied with.

Application directive

An instance of non-compliance on the part of one agreement party constitutes a case of non-compliance referred to in this paragraph. In such a case, the salary is calculated in accordance with the sick pay provisions of the sectoral Collective Agreement.

In this context, no attention is paid to cases where the employee has to be without work during the employment relationship. In this case, the sector-specific Collective Agreement provisions or practice are followed.

5 § Notice of Termination

The notice of termination of the employment contract must be submitted to the employer or their representative or to the employee in person. If this is not possible, the notification may be submitted by letter or by electronic means. Such notification shall be deemed to have been made to the addressee no later than the seventh day following the dispatch of the notification.

However, if the employee is on annual leave in accordance with the law or the contract, or on leave for a period of at least two weeks to compensate for work, the termination based on a notice sent by post shall be deemed to have been delivered at the earliest on the day following the end of the leave or time off.

6 § Notification of the grounds for termination

Upon the employee's request, the employer shall immediately inform the employee in writing of the date of termination of the employment contract and the reasons for the termination of the employment contract that are known to the employer.

II DISMISSAL FOR REASONS ATTRIBUTABLE TO THE EMPLOYEE

7 § Scope

In addition to the above, the provisions of this chapter shall be followed in the event of dismissal for reasons attributable to the employee.

8 § Provision of notice of dismissal

The notice of dismissal shall be given within a reasonable time from the date on which the employer became aware of the reason for the notice.

9 § Hearing the employee

Before the dismissal is submitted, the employer must give the employee the opportunity to be heard on the reasons for the dismissal. The employee has the right to use an assistant when they are heard.

Application directive

In Section 9 of the agreement, assistant means, for example, the employee's own shop steward or co-worker.

10 § Court proceedings

If the dispute concerning the termination of the employment contract has not been settled, the employers' or employees' association may refer the matter to the labour court. Pursuant to Section 15 of the Act on the Labour Court (646/74), an application for a summons must be submitted to the Labour Court within two years after the employment relationship has ended.

11 § Arbitration

In accordance with Section 11 of the Act on the Labour Court (646/74), a dispute concerning the termination of an employment contract may be assigned for resolution to arbitrators.

12 § Compensation for unjustified termination of employment contract

An employer who has, contrary to the grounds for dismissal defined in Section 2 of this agreement, dismissed its employees, is obligated to pay compensation to the employees for the unjustified termination of their employment contracts.

13 § Amount of compensation

Compensation must be paid for a minimum of three months and a maximum of 24 months' salary.

In determining the amount of compensation, account shall be taken of the estimated duration of the absence from work and loss of earnings, the duration of the employment relationship, the age of the employee and their access to employment corresponding to their occupation or training, the employer's procedure for terminating the employment contract, the subject matter for termination of the employment contract given by the employee themself, the conditions of the employee and the employer in general and other comparable matters.

The proportion of unemployment allowance paid to the employee must be deducted from the compensation in the manner provided for in Section 12:3 of the Employment Contracts Act.

The employer cannot be ordered to pay the compensation referred to in this section in addition to or instead of the compensation for damages provided for in Section 12: 2 of the Employment Contracts Act.

Application directive

The reduction in the rate of unemployment allowance shall relate to compensation to the extent that it constitutes compensation for the employee before the judgment has been pronounced or payment of a wage benefit due to loss of employment. As a rule, the amount of the reduction is 75 per cent of the unemployment allowance relative to earnings, 80 per cent of the basic daily allowance and the labour market subsidy in its entirety. The amount of compensation may be reduced or waived if it is reasonable, taking into account the economic and social conditions of the employee and the infringement suffered.

If an agreement is made on the employer's liability for the unjustified termination of the employment contract, the agreed compensation must also be deducted as agreed in the previous paragraph.

III LAY-OFF

14 § Lay-off

The employee must be laid off with a notice period of at least 14 days and the lay-off may take place for a fixed or indefinite period.

During the employment relationship, the employer and the employee may agree on the notice period for lay-offs and the manner in which the lay-offs are to be carried out in the case of temporary lay-offs in accordance with Section 5:2.2 of the Employment Contracts Act.

If the lay-off has taken place for an indefinite period, the employer must give notification of the commencement of work at least one week beforehand, unless agreed otherwise.

Lay-off does not prevent the employee from taking other work during the lay-off period. The maintenance of the housing benefit during the lay-off period is provided for in Section 13:5 of the Employment Contracts Act.

Application directive

The agreement does not concern grounds for lay-off, but instead they are determined by law. The agreement does not limit the duration of the lay-off.

15 § Preliminary report

On the basis of the information available to the employer, the employer shall provide the employee with a preliminary report on the grounds for the lay-off and its estimated scope, method of implementation, time of commencement and duration. If the lay-off is targeted at several employees, the report can be submitted to the shop steward or employees jointly. The report must be submitted without delay after the employer becomes aware of the need for lay-off. After submitting the report, the employer must provide employees or shop steward with the opportunity to be heard on the given report before submitting the notice.

The preliminary report does not need to be submitted if the employer has to submit a similar report or negotiate a lay-off with employees or a shop steward on the basis of something other than the Employment Contracts Act, another contract or other provision that binds them.

16 § Notice of lay-off

The employer must inform the employee of the lay-off in person. If the notification cannot be submitted in person, it may be submitted by letter or by electronic means in accordance with the notice period specified in Section 14, Paragraphs 1 to 2.

The notice shall state the basis for the lay-off, its commencement and duration or the estimated duration.

At the request of the employee, the employer must provide a written certificate of lay-off, indicating at least the reason for the lay-off, the starting point and the duration or estimated duration.

However, there is no notification obligation referred to in Subsections 1–2 of Section 14 if the employer is not obligated to pay the employee salary for the entire lay-off period due to other absences from work or where the obstacle to work is due to the cases referred to in Section 2:12.2 of the Employment Contracts Act.

Exceptions to the time limits for notification of lay-offs

In the cases referred to in Section 2 of the Employment Contracts Act, the employer's obligation to pay wages shall be determined in accordance with the Act. In this case, the employer is not obligated to submit a separate notice of dismissal when the salary payment ceases.

In addition, the contract includes a reference to the unnecessary need for a notice of dismissal in cases where the employer "is not obligated to pay the employee for the entire period of dismissal due to other absence from work". The Government's proposal on the Employment Contracts Act mentions examples of such absences, such as family leave, study leave and compulsory military service. On the other hand, there is no obstacle to submitting a notice of lay-off even in these cases. If, during the lay-off, the employee informs the employer that they will return to work earlier than expected before the end of the lay-off, the employer must, however, give them notice of lay-off.

The employer's obligation to pay compensation in certain exceptional situations

According to the agreement, the lay-off can take place either for an indefinite period or for a limited period of time while the employment relationship otherwise remains valid.

Once an employee has been laid off for an indefinite period, there is no maximum period for the duration of the lay-off. During the lay-off period, the employee has the right to terminate the employment contract regardless of its duration without a period of notice. If the employee is aware of the end date of the lay-off, this right shall not exist for the seven days preceding the end of the lay-off.

If an employer terminates a laid-off employee's employment contract during the lay-off period, the employee has the right to receive their pay for the period of notice. The employer may deduct 14 days of salary from the salary for the period of notice if the employee has been laid off using a notice period of more than 14 days in accordance with the law or the contract. Compensation is paid per pay period, unless otherwise agreed.

If an employee terminates their employment contract after at least 200 consecutive days of lay-off, they have the right to receive compensation for the period of notice as agreed in the previous paragraph. The compensation is paid on the first normal pay day of the employer following the termination of the employment contract, unless otherwise agreed.

In cases where an employee dismissed for lack of work due to such a reason is laid off during the period of notice, the employer's obligation to pay wages shall be determined in accordance with the same principles.

In such cases, the conditions for entitlement to severance pay shall be deemed to begin on the date on which the employment relationship ends.

Exceptional lay-off situations

1. Withdrawal of a lay-off
   If new work appears to the employer during the lay-off notice period, the cancellation of the lay-off may be notified before the start of the lay-off. In this case, the significance of the lay-off notice will be dismissed and the lay-offs to be implemented later must be based on new lay-off notices.
2. Transfer of the lay-off
   However, the work that appears during the notice period may be temporary in nature. In this case, it is not possible to cancel the lay-off completely, but the starting point of the lay-off can be postponed to a later date. On this basis, the lay-off may be postponed only once without submitting a new lay-off notice and not more than the amount of time that the work acquired during the lay-off notice period lasts.
   Example:
   On 10 April 2011, following the employer's notice of lay-off starting on 17 April 2011, new work appeared for the duration of 7 days to the employer’s company.
   Therefore, the employer may postpone the starting date of the lay-off by 7 days, i.e. to make it 24 April 2011, without submitting a new lay-off notice.
3. Discontinuing dismissal
   The employer may receive temporary work after the lay-off has already begun. Suspension of the lay-off, if the lay-off is to continue immediately after the work has been carried out without a new notification, must be based on an agreement between the employer and the employee. Such an agreement should be made before work begins. At the same time, the estimated duration of the temporary work should be clarified.
   The above applies only to the relationship between employer and employee and has not taken a position on the provisions of the unemployment benefit laws.

Lay-off and reduced working hours

The provisions related to the lay-off procedure apply both to the actual lay-off (suspension of work altogether) and to the so-called collective transition to reduced working hours. Therefore, the provisions of the agreement on prior investigation and the notice period for lay-off are also followed when moving to a shortened working week, unless otherwise agreed.

Various Collective Agreements contain provisions for changing the system of working hours. In such cases, the issue is usually the way of organising working time on the branch or in the undertaking which is at issue, and such cases are not equivalent to a switch to reduced working time.

Where a Collective Agreement provides for a notification procedure for the transition to reduced working hours, such a provision shall supersede the provisions of the agreement between the central organisations.

Reporting the start of work

The employer must inform the laid-off employee of the commencement of work at least seven days in advance, unless agreed otherwise. In this case, the employee has the right to terminate the employment contract with another employer for the period of lay-off, regardless of its duration, subject to a five-day notice period. It is not necessary to make a notification mentioned in the order when an employee is laid off for a fixed period of time.

Other work during the lay-off period

Under the agreement, the lay-off does not prevent the employee from taking other work during the lay-off period.

If the employee has taken other work after submitting the lay-off notice but before being informed of the cancellation or postponement of the lay-off, the employee is not obligated to compensate the employer for any loss caused by this. In such a case, the employee is obligated to return to work as soon as possible.

Housing during the lay-off period

According to the agreement, the provisions of Section 13:5 of the Employment Contracts Act are complied with for the maintenance of the housing benefit during the lay-off period. According to this provision, an employee has the right to use the dwelling they have been given as a paid benefit for the period during which work is interrupted for an acceptable reason, such as a lay-off. However, the employer has the right to charge the employee for the use of the dwelling at the earliest from the beginning of the second calendar month following the end of the obligation to pay wages. The remuneration shall not exceed the maximum amount per square metre established in the Housing Allowance Act (408/1975) as the maximum reasonable housing costs per square metre. The employee must be notified of the collection of the compensation no later than one month before the start of the obligation to pay.

IV MISCELLANEOUS PROVISIONS

17 § Order of reduction of the work force

The order in which the workforce is reduced can be agreed on a company-by-company basis at the time of the cooperation negotiations.

When agreeing on the order of termination, attention must be paid to, among other things, the matters stated in this article. In the case of dismissal and lay-

off for reasons not attributable to the employee, the following rule shall apply as far as possible: the employees who are important to the company's operations and who have lost part of their ability for work while employed by the same employer are dismissed or laid off last. In addition to this rule, attention should also be paid to the duration of the employment relationship and the amount of the employee's maintenance liability.

The company-specific agreement referred to herein is not part of this Collective Agreement. Disputes concerning the interpretation and compliance with a company-specific agreement shall be subject to a period of two years from the end of the employment relationship.

Application directive

The order has not repealed the provisions of the PALTA and JHL, Pardia and YTN Conventions of 11 November 2011. Therefore, the provisions on the protection of special groups referred to in the said agreement and in Section 7:9 of the Employment Contracts Act take precedence over the provision of Section 17 of this agreement.

18 § Notice of dismissal or lay-off to shop steward and employment services

In the case of redundancies or lay-offs for economic or productive reasons, the shop steward concerned shall be informed. If the measure concerns at least ten employees, the employment service must also be informed, unless the employer has a similar obligation under another law.

19 § Re-admission (changed in 2018)

An employer shall offer a job to a former employee dismissed for production and economic reasons or in the context of a restructuring procedure who continues to seek employment at an employment office if the employer needs employees during the period of the obligation to readmit under the Employment Contracts Act for the same or similar tasks after the termination of the employment relationship as the dismissed employee had performed. The length of the employer's re-admission obligation under the Employment Contracts Act is determined in accordance with the Employment Contracts Act in force at the time.

Application directive

The employer fulfils its obligations by asking the local employment office whether the dismissed employees are seeking employment through it. The local employment office is the employment office of the region where the work is available. After the employer has approached the employment office, the office makes a labour order on the basis of the inquiry and determines whether the employees referred to in Section 19 of the contract are jobseekers. In the same connection, it is necessary to determine whether there are still such

employees as unemployed jobseekers who, after more than 200 days of layoff, have themselves terminated their employment on the basis of Section 5:7 (3) of the Employment Contracts Act. The employer is notified of job seekers and former employees are given assignments in the usual way.

20 § Sanction system

In addition to what has been agreed in Section 13 subsection 4 of the agreement, in addition to the compensation provided for in the agreement, the employer cannot be orderedto pay a compensatory fine in accordance with Section 7 of the Collective Bargaining Act, insofar as the breach of the obligations arising from the Collective Agreement, but in itself the same obligations, for which compensation has been imposed in accordance with the agreement, is concerned.

Failure to comply with the code of conduct will not result in the imposition of penalties mentioned in the Collective Agreements Act. Failure to comply with the provisions shall be taken into account when determining the amount of compensation to be awarded in the event of unjustified termination of the employment contract.

Otherwise, the sanctioning system will follow the practice that was in place previously.

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