

Collective agreement for  
senior salaried employees in  
the architectural design sector  
1.11.2019 – 30.11.2021

## TABLE OF CONTENTS

Signature protocol – Collective agreement for senior salaried employees in the architectural design sector .....	1
1 § Application of the Collective Labour Agreement.....	6
2 § Management of employees and the employment contract.....	6
3 § Salary, payday and pay period.....	6
4 § Calculation of daily rates and part-time pay .....	7
5 § Working hours .....	7
6 § Overtime, additional work and maximum working time .....	9
7 § Midweek holidays.....	9
8 § Working time allocation plan .....	10
9 § Incapacity for work .....	10
10 § Medical examinations.....	11
11 § Maternity, paternity and parental leave, child care leave and temporary leave of absence.....	11
12 § Holiday pay and holiday bonus .....	12
13 § Termination of employment.....	13
14 § Travel expenses and daily allowances.....	14
15 § Travelling outside of regular working hours.....	14
16 § Group life insurance .....	15
17 § Professional training.....	15
18 § Freedom of organisation .....	15
19 § Local bargaining.....	15
20 § Binding nature of the agreement .....	15
21 § Duty to maintain industrial peace .....	16
22 § Negotiation protocol .....	16
23 § Continuous negotiation.....	16
24 § Appended agreements.....	16
25 § Validity of the agreement.....	16
CO-OPERATION AGREEMENT .....	18
REIMBURSEMENT FOR TRAVEL EXPENSES.....	23
INCREASING INTERNSHIP OPPORTUNITIES RELATING TO PROFESSIONAL TRAINING.....	25
INSTRUCTIONS FOR USE OF THE WORKING TIME BANK SYSTEM.....	26
EMPLOYMENT CONTRACT TEMPLATE FOR THE ARCHITECTURAL DESIGN SECTOR.....	33
FILLING INSTRUCTIONS FOR THE EMPLOYMENT CONTRACT FORM .....	36
AGREEMENT ON FLEXTIME .....	39
INSTRUCTIONS FOR FILLING IN THE AGREEMENT ON FLEXTIME.....	40

## **Signature protocol – Collective agreement for senior salaried employees in the architectural design sector**

**Date:** 6 March 2020

**Place:** Service Sector Employers PALTA

**Attendees:** Service Sector Employers' PALTA  
Tuomas Aarto, Kaj Schmidt, Kaisa Kärkkäinen and Viivi Väistö

Association of Finnish Architects' Offices ATL  
Kalle Euro

Federation of Professional and Managerial Staff YTN  
Teemu Hankamäki and Tuula Aaltola

The signatory parties have agreed as follows:

### **1. Agreement period and duration of the agreement**

The agreement period shall begin on 1 November 2019 and end on 30 November 2021. After 30 November 2021, the agreement shall continue to be in force for one year at a time, unless it is terminated by either of the parties at least two months before the end of the agreement period.

The collective agreement in accordance with this negotiation result shall enter into force when it has been approved by the administration of the unions. Until the new collective agreement's entry into force, the stipulations of the previous agreement shall be followed.

If the employer has lengthened the working time in accordance with section 5, subsection 2 of the previous collective agreement, such a right shall become void as a result of this signed protocol. If a transition period is required due to an information system update, for example, practical arrangements to discontinue the lengthening of working time are to be agreed upon locally.

### **2. Wage increases**

#### **Year 2020**

Hourly wages and monthly salaries shall be increased on 1 March 2020 or from the beginning of the next pay period with a general wage increase of 1.3 per cent.

## **Year 2021**

Hourly wages and monthly salaries shall be increased on 1 February 2021 or from the beginning of the next pay period with a general wage increase of 1.2 per cent. In addition, a wage increase of 0.8 per cent shall be distributed on 1 February 2021 or from the beginning of the next pay period as a company-specific increase determined by the employer, the amount of which shall be calculated on the basis of the previous month's monthly salaries, including fringe benefits, paid to senior salaried employees covered by this collective agreement.

### **Implementation of the company-specific increase in 2021**

The purpose of the company-specific increase is primarily to support the equality of the salaries. In addition, the allocation is also guided by factors such as the incentive nature and fairness of the salaries and the development of productivity at the workplace. The competence and work performance of the senior salaried employee must also be taken into consideration when correcting potential wage biases.

The grounds for the distribution of the company-specific increase and the amount of the increase shall be reported to the shop steward or the staff before the increase is put into effect. Furthermore, the employer shall provide the shop steward or the staff information on the allocation of the company/workplace-specific wage increase paid within a reasonable timeframe, however, no later than on 1 May 2021.

The information shall include the number of senior salaried employees to whom the wage increase was paid, the amount of the company/workplace-specific wage increase in EUR, how many of the senior salaried employees received a personal wage increase, and the amount of the average wage increase.

If the company/workplace-specific wage increase was not allocated or the information provided by the set timeframe, the wage increase shall be paid retroactively as of 1 February 2021 as a general increase to each senior salaried employee.

### **3. Local bargaining in exceptional situations (“survival clause”)**

If businesses covered by the agreement face 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 companies' operational prerequisites and jobs during the agreement period.

### **4. Promoting occupational well-being**

The unions recommend that the employer and the employee over the age of 58 have a discussion, based on the employer's report (e.g. during a performance review or according to an occupational well-being survey at the workplace), on the measures supporting the employee's energy levels at work.

## **5. Equality work group**

The contracting parties consider the realisation of equality extremely important in all sizes of businesses. To promote equality, a work group shall be established for the agreement period to prepare recommendations for the drafting of an equality plan, especially for small businesses, and examine ways of promoting equal pay.

In addition, the work group shall plan and implement training concerning harassment and inappropriate behaviour for the businesses and employees covered by the collective agreement during the agreement period.

### **Changes to the text:**

## **6. Lengthening of working time (section 5, subsection 2)**

Section 2 Lengthening of working time removed and replaced with new section 2 Development of competence that reads as follows:

In addition to the regular annual working time, the employer may also order the senior salaried employee to attend training/development events necessary for the performance of the work for a maximum of 3 days/24 hours per calendar year. The employer must inform the employee of the event in question at least one week before the date of the event. The employer must also discuss training needs with the senior salaried employees.

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. Payment for the training/development event:

- a) those with monthly wages shall be paid as if for additional work (section 6 of the collective agreement)
- b) those with hourly wages shall be paid their simple hourly wages.

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. The training/development event may also be realised as an entire day. The event cannot take place during a midweek holiday or the Saturday of a week including a midweek holiday.

For a justified personal reason, senior salaried employees shall have a case-by-case opportunity to refuse the changes to their working time in accordance with this section.

**7. Flexitime (section 5, subsection 4)**

Changed to read as follows:

In flexitime, the regular daily working time is shortened or lengthened by the flexitime hours (maximum five hours). The maximum accrual of flexitime is 120 hours. The period under review can be a maximum of 12 months.

When the work situation requires, the employer may oblige the senior salaried employee to use their accrued flexitime as free time and, where necessary, as full days off, by notifying about this one week in advance to the senior salaried employee concerned and, correspondingly, the senior salaried employee may use their accrued flexitime as full days off when the work situation allows by notifying the employer one week in advance.

**8. Flexiwork (section 5, subsection 7)**

New section 7 to be added to section 5 that reads as follows:

The flexiwork adjustment period is 26 weeks.

**9. Overtime and additional work (section 6)**

Header changed to:

Overtime, additional work and maximum working time

Paragraph 2 changed to:

The adjustment period of the maximum working time is 12 months.

**10. Negotiation period differing from the Act on Co-operation within Undertakings (section 14)**

Numbering added. New section 3 added that reads:

Negotiation period differing from the Act on Co-operation within Undertakings

If the employer is considering dismissals, lay-offs or transitions to part-time work due to reasons related to production, finances or reorganisation and is covered by the scope of the Act on Co-operation within Undertakings (334/2007), they must comply with the regulations of the Act with the exceptions agreed upon in this order. The Act on Co-operation within Undertakings is not part of the collective agreement.

As an exception to the Act on Co-operation within Undertakings, the negotiation period in accordance with section 51 of said Act shall be considered to start on the day

on which the written proposal for negotiations in accordance with section 45 of said Act is issued.

Example: a written proposal for negotiations concerning the temporary lay-off of eight senior salaried employees as planned by the employer is issued on 2 March 2020. As an exception to the Act on Co-operation within Undertakings, the negotiation period is considered to start on 2 March 2020, whereupon the 14-day negotiation obligation shall be considered fulfilled on 16 March 2020.

## **11. Compensation for shop steward's duties**

Compensation for shops stewards as of 1 March 2020

Number of senior salaried employees	Compensation, EUR per month
5–9	74
10–24	118
25–50	149
50–	202

Helsinki, 6 March 2020

SERVICE SECTOR EMPLOYERS' PALTA

ASSOCIATION OF FINNISH ARCHITECTS' OFFICES ATL

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

# COLLECTIVE LABOUR AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE ARCHITECTURAL DESIGN SECTOR

## **1 § Application of the Collective Labour Agreement**

The provisions of this collective agreement apply to all senior salaried employees employed by the member companies of the Association of Finnish Architects' Offices ATL and the architectural design sector member companies of the Service Sector Employers' PALTA.

The position of senior salaried employee requires skills and knowledge equivalent to those obtained through tertiary or post-secondary non-tertiary education. The presence or lack of formal academic qualifications does not in itself determine whether salaried employees can be considered senior or not. The jobs of senior salaried employees are characterised by a relatively high degree of independence and responsibility. In practice, the roles of senior salaried employees entail assisting the company's top management, carrying out middle-management tasks, or utilising expertise requiring specialist knowledge and skills.

This agreement does not apply to the chief executive officer or persons who represent the company in relation to senior salaried employees.

## **2 § Management of employees and the employment contract**

Employers have the right to decide on senior salaried employees' management, and to recruit senior salaried employees and terminate their employment contract.

Unions recommend that employers use the employment contract template prepared by the signatory associations appended to this collective agreement to conclude a written agreement on employment with senior salaried employees.

## **3 § Salary, payday and pay period**

The salaries of senior salaried employees are set individually in employment contracts, taking into account the job requirement level and the employee's education and professional qualifications. Part of the total salary may be determined on the basis of changing workplace-specific factors affecting salary.

The payday and pay period shall be agreed upon with an employment contract. If nothing is agreed to the contrary, the pay period shall be one month, and the salary shall be paid no later than on the fifth workday of the month following the end of the pay period.

Upon the termination of employment, the salary can be paid on the normal payday for the pay period in accordance with the end date of employment.



## 4 § Calculation of daily rates and part-time pay

1. Senior salaried employee paid by the hour  
Daily rates are determined as follows:
  - a) The daily rate is determined in accordance with a working time allocation plan referred to in section 8, which has been agreed in advance and standardised.
  - b) Where the daily rate is not determined on the basis of provision a.), it shall be calculated on the basis of the average amount of working hours during the six previous full calendar months. If the employment relationship has lasted less than six full calendar months, the calculation shall be carried out using the whole duration of employment.

The working hours accumulated for the duration of employment are divided with the actual number of days worked during that time period. The daily rate is the average amount of hours multiplied by the hourly rate.

*Application directive:*

*In the architectural design sector, working days are weekdays from Monday to Friday, with the exception of midweek holidays and days when the employee is on sick leave or annual leave.*

Sick pay, compensation for mid-week holiday, pay during maternity and paternity leave are determined according to the daily rate described above.

2. Senior salaried employee on a monthly salary  
Part-time pay for unpaid leave periods or incomplete months is calculated in proportion to the regular monthly working hours. In calculating part-time pay, the hourly or daily rate is determined by dividing the monthly salary by the number of regular working hours or workdays in the month in question. The term “monthly salary” includes monetary remuneration as well as any fringe benefits (at their taxable value). Pay for days of absence shall be deducted from the monthly salary.

## 5 § Working hours

1. Regular working hours are a maximum of 7.5 hours per day and 37.5 hours per week, unless locally agreed otherwise.

2. Development of competence

In addition to the regular annual working time, the employer may also order the senior salaried employee to attend training/development events necessary for the performance of the work for a maximum of 3 days/24 hours per calendar year. The employer must inform the employee of the event in question at least one week before the date of the event. The employer must also discuss training needs with the senior salaried employees.

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. Payment for the training/development event:

a) those with monthly wages shall be paid as if for additional work (section 6 of the collective agreement)

b) those with hourly wages shall be paid their simple hourly wages.

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. The training/development event may also be realised as an entire day. The event cannot take place during a midweek holiday or the Saturday of a week including a midweek holiday.

For a justified personal reason, senior salaried employees shall have a case-by-case opportunity to refuse the changes to their working time in accordance with this section.

3. The working time may also be agreed as average working time. Local agreements on working hours can provide maximum limits for regular daily and weekly working hours. In such a case, an indicative plan must be drawn up in advance over the minimum balancing period needed to balance the regular working hours with the working time agreed in provision 1.

The maximum balancing period is one year, or 52 weeks. Unless otherwise agreed locally, any changes to the working time arrangement referred to in the above provision shall be reported to the employees concerned, if possible, one week before the change takes effect, however, at least three days before the change takes effect.

4. In flexitime, the regular daily working time is shortened or lengthened by the flexitime hours (maximum five hours). The maximum accrual of flexitime is 120 hours. The period under review can be a maximum of 12 months.

When the work situation requires, the employer may oblige the senior salaried employee to use their accrued flexitime as free time and, where necessary, as full days off, by notifying about this one week in advance to the senior salaried employee concerned and, correspondingly, the senior salaried employee may use their accrued flexitime as full days off when the work situation allows by notifying the employer one week in advance.

5. The parties recommend that work shifts of less than four hours should not be used, unless this is necessary based on the employee's needs or other justified reason.

6. Working time bank

The introduction of a working time bank shall be agreed upon locally. PALTA and YTN have drawn up the instructions for use of the working time bank sys-

tem appended to this collective labour agreement, which do not form not part of the agreement's provisions.

| 7. The flexiwork adjustment period is 26 weeks.

## **6 § Overtime, additional work and maximum working time**

Overtime compensation is paid in accordance with the Working Hours Act. When calculating the amount of increased pay for overtime for a monthly paid employee, the basic salary is calculated by dividing the monthly salary plus any fringe benefits by 158 if the regular working hours are 37.5 hours per week.

| The adjustment period of the maximum working time is 12 months.

Additional work refers to work that is carried out with the senior salaried employee's consent on top of the agreed working time so that the hours of additional work do not exceed the maximum limit for regular working hours prescribed in the Working Hours Act. Carrying out additional work is not the same as working overtime. Simple hourly rates are paid when carrying out additional work.

## **7 § Midweek holidays**

### **1. Senior salaried employee on a monthly salary**

Unless otherwise agreed locally, during a week that has a public holiday, the eve of the public holiday has the same regular working hours as any other weekday. Days off that reduce the regular working hours of a week that has a public holiday are the following public holidays and the Saturdays that follow them: New Year's Day, Epiphany, Good Friday, Easter Monday, First of May, Ascension Day, Midsummer Eve, Independence Day, Christmas Eve, Christmas Day and Second Day of Christmas (i.e. Boxing Day).

### **2. Senior salaried employee paid by the hour**

Midweek holiday compensation is paid for the following public holidays: Epiphany, Ascension Day, Good Friday, Easter Monday, First of May, Midsummer Eve, Independence Day, Christmas Eve, Christmas Day, Boxing Day and New Year's Day.

A daily rate calculated in accordance with section 4, provision 1 is paid for working on a public holiday.

Midweek holiday compensation is paid to an employee who has been employed without interruptions for at least one month before the midweek holiday concerned and provided that the employee has been at work in accordance with the working hours system on the first workday preceding or following the public holiday.

If the conditions for compliance with the working hours specified in the working hours system would result in the employee losing the midweek holiday compen-

sation for several consecutive public holidays, compensation shall only be lost for one of the public holidays.

#### Unauthorised absence from work

If according to the working hours system, the employee is obliged to work on a midweek holiday and they are absent from work for other than an acceptable reason, no midweek holiday compensation shall be paid to the employee.

Local agreements can be made for arrangements according to which midweek holiday compensation is paid as a separate lump sum or in which the compensation is included in the hourly rate based on a separate agreement.

### **8 § Working time allocation plan**

The workplace must draw up a working time allocation plan, which includes the start and end times of regular working hours and the weekly days off.

#### *Application directive:*

*Flexible hours (flexitime) are deemed as a working time allocation plan if the company has an agreement in place for flexitime, in which case there is no need to draw up a separate working time allocation plan.*

Unless otherwise agreed locally, any changes to the working time allocation plan shall be reported to the senior salaried employees concerned, if possible, one week before the change takes effect, however, not later than three days before the change takes effect.

Where possible, a working time allocation plan should also be drawn up for part-time work and irregular or temporary shifts.

### **9 § Incapacity for work**

For each period of incapacity for work due to illness or accident in a calendar year, employees shall receive pay as follows:

Continuous period of employment	Pay
more than 1 month, less than 1 year	4 weeks
more than 1 year, less than 5 year	5 weeks
5 years or more	3 months

In order to receive pay, the incapacity for work must not be caused by the employee's own deliberate disregard or gross negligence and on the employee not having wilfully concealed the illness at the time of entering into the employment contract. The receipt of pay is also conditional on the senior salaried employee authorising the employer to claim the daily sickness allowance to which the employee would be entitled during a period of incapacity for work (paid absence) pursuant to the Health Insurance Act.

Senior salaried employees are obliged to inform the employer without delay about their incapacity for work, giving an estimate of its duration. If the employer so requires, the senior salaried employee must prove the incapacity with a certificate from the company's occupational health doctor or other doctor appointed by the employer.

If the senior salaried employee's incapacity for work begins again due to the same illness within 30 days of the day for which the employee last received sick pay or sickness allowance, the employee is not entitled to a new period of paid sick leave. At most, sick pay is paid for the above-mentioned period of incapacity. However, if the employer's payment obligation has been fulfilled for the previous period of incapacity, the employer must pay the employee compensation for one day's waiting time, as defined in the Health Insurance Act.

## **10 § Medical examinations**

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

## **11 § Maternity, paternity and parental leave, child care leave and temporary leave of absence**

Senior salaried employees are entitled to take maternity, paternity and parental leave or child care leave in accordance with the provisions of the Employment Contracts Act and Health Insurance Act.

For maternity leave, senior salaried employees receive the difference between their daily allowance and three months' salary.

Senior salaried employees taking paternity leave are entitled to six days' pay.

In order to receive pay during the leave, the employee must have been employed by the company for at least six months prior to giving birth.

If a senior salaried employee adopts an under-school-age child, the adoptive parent shall, on the same conditions as above, receive immediate paid leave for three months, which is comparable to maternity or paternity leave, if the senior salaried employee is entitled to maternity/paternity allowance for adoptive parents pursuant to chapter 9, section 11 of the Health Insurance Act.

If a senior salaried employee's child (or adoptive child) aged under 10 or a child aged under 10 living permanently in the same household with the employee suddenly becomes ill, the employee living in the same household with the child shall receive temporary paid leave for a maximum of three workdays essential for arranging the child's care or for taking care of the child. The same applies to the child's parent who does not live in the same household with the child. Eligibility for paid leave requires that both parents are gainfully employed or that the employee is a single par-

ent and that a report on the child's illness similar to that required on the employee's own illness is provided.

A short, temporary leave granted due to a sudden illness in the family of the employee or the death of a near relative (no more than 2 days) is not to be deducted from the employee's salary or annual leave. Near relative refers to a spouse, the employee's or their spouse's parents (including adoptive parents), the children of the family (including adopted children), siblings and grandparents.

The duration of short, temporary leaves must be determined in relation to the abovementioned situations and the travel time needed.

*Application directive:*

*When a member of the employee's family becomes ill, a short, temporary leave of absence is granted for the purpose of arranging appropriate care for the family member. If the employer so requires, the senior salaried employee is obliged to prove that a short, temporary leave of absence was needed.*

The parties recommend that senior salaried employee's participating in refresher training should receive a reduced amount of pay, such that the reduced salary plus the reservist pay received from the state add up to the employee's regular monthly salary.

Senior salaried employees shall be granted fully paid leave for their fiftieth and sixtieth birthdays, if they fall on a workday.

## **12 § Holiday pay and holiday bonus**

Unless otherwise agreed locally, annual holiday pay shall be paid on the company's regulatory paydays.

The sum of the holiday bonus is 50% of the senior salaried employee's statutory annual holiday pay. Holiday bonuses are paid in connections with paying the annual holiday pay or according to another locally agreed practice. If the employment contract of a senior salaried employee is terminated for reasons beyond their control, they shall receive compensation for the holiday days accumulated for the holiday-earning year ended in an amount equivalent to the holiday bonus. However, compensation shall not be paid when the employment contract is terminated during the trial period or when employment is temporary, lasting less than a year. Exceptions to the payment or amount of holiday bonuses can be made by local agreement.

## 13 § Termination of employment

- 13.1 Unless agreed otherwise, the periods of notice that employers must comply with after the employment has continued without interruptions are:

Notice period	duration of employment
14 days	maximum of 1 year
1 month	>1 to 4 years
2 months	>4 to 8 years
4 months	>8 to 12 years
6 months	more than 12 years

Unless agreed otherwise, the periods of notice that senior salaried employees must comply with after the employment has continued without interruptions are:

Notice period	duration of employment
14 days	maximum of 5 years
1 month	more than 5 years

- 13.2 The employer can be exempted from the obligation to re-employ a senior salaried employee, as referred to in chapter 6, section 6 of the Employment Contracts Act, by an agreement between the employer and the employee. Such an agreement shall be made in writing at the time of the dismissal or termination of the employment contract.

- 13.3 Negotiation period differing from the Act on Co-operation within Undertakings

If the employer is considering dismissals, lay-offs or transitions to part-time work due to reasons related to production, finances or reorganisation and is covered by the scope of the Act on Co-operation within Undertakings (334/2007), they must comply with the regulations of the Act with the exceptions agreed upon in this order. The Act on Co-operation within Undertakings is not part of the collective agreement.

As an exception to the Act on Co-operation within Undertakings, the negotiation period in accordance with section 51 of said Act shall be considered to start on the day on which the written proposal for negotiations in accordance with section 45 of said Act is issued.

*Example:*

*a written proposal for negotiations concerning the temporary lay-off of eight senior salaried employees as planned by the employer is issued on 2 March 2020. As an exception to the Act on Co-operation within Undertakings, the negotiation period is considered to start on 2 March 2020, whereupon the 14-day negotiation obligation shall be considered fulfilled on 16 March 2020.*

## **14 § Travel expenses and daily allowances**

Unless otherwise agreed locally, the amounts of reimbursement for travel expenses and daily allowances shall be determined in accordance with the annex on reimbursement for travel expenses appended to this collective labour agreement.

## **15 § Travelling outside of regular working hours**

15.1 Local agreements can be made on the payment of compensation for travelling outside of regular working hours. With new senior salaried employees, it is recommended to agree on this in their employment contract.

Below are examples of compensating for time spent travelling:

1. Where necessary, an agreement is between the employer and the senior salaried employee to compensate for time spent travelling outside of regular working hours in cash or days off. When travelling frequently due to temporary or project-based work, the senior salaried employee's time spent travelling shall be monitored. Frequent travelling can be compensated for by means of regular lump sum payments, for example.
2. If it is an integral part of the work duties to continuously or regularly travel outside of regular working hours and, on account of the nature of their job, the senior salaried employee is able to decide on how to travel and use their working time, this will be taken into account in their salary.

15.2 Unless to the contrary has been agreed locally about compensating for time spent travelling outside of regular working hours, time spent travelling during free time shall be compensated as follows:

For trips related to customer projects, an hourly rate of EUR 19 shall be paid for time spent travelling during free time when the travel time exceeds two hours per each day of travel. The hourly rate is paid for hours of which more than half was spent travelling. The maximum time for which compensation is paid is 8 hours for workdays and 10 hours for days off. No compensation is paid for time spent travelling to senior salaried employees when they participate in training or industry-related fairs.

15.3 The following constitute as time spent travelling (applies to provisions 15.1 and 15.2):

1. travelling between home and work site, actual place of work and work site, or between work sites;
2. time spent on board modes of transport and transferring from one mode of transport to another, including the necessary waiting times at airports, etc.



The time spent at the employee's accommodation during the trip or at the work site shall not be part of time spent travelling. Time spent travelling shall not be part of time spent working. However, time spent travelling shall be part of time spent working insofar as the combined time spent travelling and working does not exceed the maximum limit for daily regular working hours.

## **16 § Group life insurance**

The employer shall provide group life insurance at its own expense, as agreed upon between central organisations.

## **17 § Professional training**

The parties emphasise the importance of engaging in systematic staff development.

## **18 § Freedom of organisation**

The parties note that the freedom of organisation and association of both sides is inviolable.

## **19 § Local bargaining**

The parties to a local agreement are the employer and the senior salaried employee or shop steward. A local agreement concluded with a shop steward is binding to all senior salaried employees whom the shop steward is deemed to represent. Local agreements can be concluded for a fixed term or until further notice. Unless agreed otherwise, a local agreement that is valid until further notice may be terminated with a three-month notice period. If requested so by either of the parties, the local agreement shall be concluded in writing.

A local agreement concluded with a shop steward forms part of the collective labour agreement. It shall be applicable even after the collective labour agreement itself has expired. During that time and within one month of a new collective labour agreement coming into force, even fixed-term agreements can be terminated.

## **20 § Binding nature of the agreement**

This collective labour agreement is binding to the signatory federations and their affiliated associations, and to the employers and senior salaried employees who are, or during the validity of the agreement have been, members of these associations. The signatory federations bound by this agreement are obliged to comply with the agreement by ensuring that the associations it covers and the employers and senior salaried employees that belong to them do not violate the provisions of the agreement.

## **21 § Duty to maintain industrial peace**

Taking industrial action against the collective labour agreement or one of its provisions is prohibited during the validity of the agreement. The signatory federations and their affiliated associations must ensure that their members, whether they be employers or senior salaried employees covered by the agreement, do not initiate industrial action or otherwise violate the provisions of the collective labour agreement. The Federation of Professional and Managerial Staff YTN also agrees that senior salaried employees working in the architectural design sector shall not take sympathetic industrial action during the validity of the collective labour agreement to pressure other service sectors to join the agreement.

## **22 § Negotiation protocol**

If there are any disputes regarding the interpretation or violation of this collective labour agreement and the matter cannot be resolved locally, all discussions must be recorded in a memorandum, if so required by either party. Local negotiations on disputes must be initiated within three weeks of this being requested by either party. Unless the matter can be resolved locally, the dispute shall be transferred to be negotiated at federation level between Service Sector Employers' PALTA and the Federation of Professional and Managerial Staff YTN, if so proposed by both or one of the parties to the dispute.

## **23 § Continuous negotiation**

The parties emphasise the importance of continuous negotiation.

## **24 § Appended agreements**

The co-operation agreement, the minutes concerning increasing internship opportunities relating to Professional training and the annex Reimbursement of travel expenses appended herein shall be observed as part of this collective labour agreement.

Also appended to this agreement are the instructions for use of the working time bank system and the employment contract template, which are not observed as part of the collective labour agreement.

## **25 § Validity of the agreement**

This agreement shall be in force from 1 November 2019 to 30 November 2021. After 30 November 2021, the agreement shall continue to be in force for one year at a time, unless it is terminated by either of the parties at least two months before the end of the agreement period.

| Helsinki 6 March 2020

SERVICE SECTOR EMPLOYERS' PALTA

ASSOCIATION OF FINNISH ARCHITECTS' OFFICES ATL

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

## CO-OPERATION AGREEMENT

### 1. Co-operation

#### Co-operation body

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.

#### Organisational changes

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.

### 2. Occupational safety co-operation and the health and safety representative

#### Occupational safety co-operation

The regulations on occupational safety co-operation are applicable to a company that employs in total at least 20 senior salaried employees. However, an occupational health and safety representative must be elected when there are at least 10 senior salaried employees in total.

#### Protection against dismissal and layoffs for health and safety representatives

Pursuant to chapter 7, section 10 of the Employment Contracts Act, health and safety representatives may not be dismissed or laid off.

#### Compensation for health and safety representatives

Unless otherwise locally agreed, the employer shall pay the health and safety representative a separate monthly compensation under the same principles as the shop steward.

#### Participation in occupational health and safety training

The health and safety representative is entitled to participate in occupational health and safety training that has been jointly approved by the parties on the basis of the same principles applied to the participation of the shop steward in trade union training.

### 3. Shop steward

#### Shop steward elections

The shop steward and deputy shop steward are elected from among the senior salaried employees of the company or workplace bound by this agreement, and they should be familiar with the conditions at the workplace. All senior salaried employees must be given the opportunity to participate in electing the shop steward. The

shop steward is elected for a fixed term, which is usually two years. All senior salaried employees covered by the collective labour agreement may participate in electing the shop steward.

The need to appoint a shop steward as well as specifying the procedure for local co-operation and negotiations shall first be discussed amongst the representatives of the company's management and senior salaried employees. The need to appoint a shop steward shall be noted jointly with the company's management while taking into account the size, organisational structure and nature of operations of the company. However, the duty to negotiate referred to above does not limit the right to elect a shop steward.

If there is a need locally for the shop steward to also represent the senior salaried employees of other workplaces, a local agreement on sharing the shop steward must be concluded with all the senior salaried employees and management of all the workplaces or companies that share the shop steward.

#### Deputy shop steward

A deputy shop steward may be elected for workplaces that have at least 10 senior salaried employees. The deputy shop steward serves as the shop steward's substitute when the shop steward is prevented from carrying out their duties.

The regulations concerning shop stewards apply to the deputy shop steward for the duration of serving as the shop steward's substitute in the manner specified in a notification, as referred to in this agreement.

#### Notifications

The employer must be notified of who have been elected shop steward and deputy shop steward, and when the deputy shop steward serves as the shop steward's substitute. The employer shall inform the shop steward who will negotiate with them on behalf of the company.

#### Duties and conditions for shop stewards

The shop steward represents senior salaried employees in matters relating to the employer-employee relationship and the application of this agreement. The shop steward shall be provided with all the information and conditions needed to deal with these matters.

The shop steward and health and safety representative shall be authorised to use the company's usual office equipment and other devices, such as the computers, computer software and internet connection (email) in general use at the company. Practical arrangements are agreed upon locally. In assessing the scope of the authorisation, attention should be paid, inter alia, to the size of the company and community, the scope of the shop steward's or health and safety representative's duties and how necessary they are, as well as the amount of time allocated to them.

#### Release from work obligations to carry out shop steward's duties

Local agreements shall be made with shop stewards on what is the reasonable amount of release from work obligations needed to carry out their duties. In assessing the need to release the shop steward from work, attention shall be paid to

the number of senior salaried employees belonging to this staff group, the nature of the activities, and the amount of tasks, as referred to in this agreement.

No reductions shall be made to the salary of a representative of staff, as referred to in this agreement, if they negotiate with the employer's representatives or otherwise carry out tasks agreed with the employer while at work.

#### Compensation for shop steward's duties

Unless agreed otherwise in the signature protocol of the collective agreement or locally, the employer shall pay to the senior salaried employee serving as the shop steward a separate monthly compensation in the amount of:

#### **Compensation for shops stewards as of 1 March 2020**

Number of senior salaried employees	Compensation, EUR/month
5–10	74
10–24	118
25–50	149
50–	202

#### Participation in trade union training

Shop stewards and deputy shop stewards have the right, without loss of earnings, to participate in courses and training events for shop stewards necessary for carrying out their duties as representatives of staff organised by YTN and its member associations, unless their participation in the courses and training would be very harmful to the company's operations.

The staff representative and the employer shall agree in advance whether the event in question is the type of training that participating in it will not affect the representative's monthly salary. If this is agreed, participating in the training will also not reduce annual leave, pension or other comparable employee benefits. The staff representative is only entitled to participate in the same or similar training event once without loss of earnings.

#### *Entry in the minutes:*

*In assessing the abovementioned significant disadvantage, attention shall be paid to the size of the workplace, the nature of the activities, and the ways in which the duties are carried out and substitutes are arranged for the representatives. The employee must inform of their plan to attend a course as early as possible. When the right to participate is denied, the 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 training events jointly agreed annually by YTN and PALTA by the end of November in the previous year must be deemed as the type of training referred to above.*

### Professional training

In principle, shop stewards and health and safety representatives have equal opportunities for professional development with other senior salaried employees. While carrying out duties in a position of trust, the employer and the shop steward/health and safety representative must find out whether the maintenance of their professional skills and knowledge require the same type of professional training as is provided to other senior salaried employees. This must also be done after the term of office of the shop steward and health and safety representative.

### Protection against dismissal and layoffs for shop stewards

The shop steward is the type of shop steward referred to in chapter 7, section 10 of the Employment Contracts Act and can be dismissed or laid off only if the employer is unable to arrange work that corresponds to the person's professional skill or is otherwise suitable, and only if the majority of the senior salaried employees whom the shop steward represents agree.

The regulations concerning protection of shop stewards from termination shall also apply to senior salaried employees who have served as a shop steward for six months after their term in the position of trust has ended. Shop stewards will keep their positions in case of business transfers or handovers if the transferred business or part of business retains its independence.

The wage development of shop stewards must correspond to the wage development that takes place at their level within the company or at least to the wage development of senior salaried employees in the architectural design sector. The wage development of shop stewards is reviewed during each term as soon as the statistics of the Confederation of Finnish Industries are ready, and if any falling behind is observed, they shall be rectified starting from the first wage payment date following the review.

### Information provided to shop stewards

The employer shall be responsible for ensuring that the shop steward is informed of all matters directly or indirectly related to the workplace's senior salaried employees in the earliest possible stage.

In disputes and ambiguities concerning the employee's wages or other employment-related matters, the shop steward must be provided with all the necessary information for processing the matter.

The shop steward has the right to receive in writing the following information on the senior salaried employees within the scope of their authority:

1. The surnames and first names of senior salaried employees
2. The start date of employment
3. Education level
4. Workplace (department or other unit within the organisation)

This information shall be provided to the shop steward once a year. The information referred to in provisions 1 to 4 shall be provided on new senior salaried employees

as soon as possible, however, within four months from the start date of employment.

The shop steward shall be provided with information on the average monthly earnings of the senior salaried employees within the scope of their authority working regular working hours. In addition, the average monthly salaries (with fringe benefits included) are provided according to the titles used in statistics (e.g. the titles used in the statistics prepared by the Confederation of Finnish Industries) and summarised according to place of work. The use of other means of breaking down statistics should be agreed upon locally. The information shall be provided on the basis of the wages earned in October. The numbers of senior salaried employees are also provided in this context. Shop stewards are not entitled to receive average pay data on groups consisting of less than five people.

Shop stewards shall be given the opportunity to familiarise themselves with the working hour register, as specified in working hours legislation, within the scope of their authority.

Shop stewards must receive notification of senior salaried employees who are on a trial period or have concluded a fixed-term employment contract. Upon request, the shop steward must also be provided with the grounds for concluding a fixed-term employment contract.

Helsinki 8 November 2013

SERVICE SECTOR EMPLOYERS' PALTA

ASSOCIATION OF FINNISH ARCHITECTS' OFFICES ATL

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN



## REIMBURSEMENT FOR TRAVEL EXPENSES

**Reimbursement for travel expenses shall be paid according to the tax-exempt travel expenses confirmed by the Tax Administration for each year, however, so that the payment of daily allowance is conditional on the minimum distance travelled being 30 km from the home/workplace, depending on which is the point of departure. Information on the reimbursements in force can be requested from Service Sector Employers' PALTA ([www.palta.fi](http://www.palta.fi)), Federation of Professional and Managerial Staff YTN ([www.ytn.fi](http://www.ytn.fi)) or the Tax Administration ([www.vero.fi](http://www.vero.fi) → tax guidance).**

1. Daily allowance shall be paid for trips made in Finland in accordance with the Tax Administration's decisions as follows:
  - a) Full daily allowance per day of travel, which was fully spent or of which more than 10 hours was spent travelling, working or staying in the destination, and
  - b) Partial daily allowance per partial days of more than 6 but less than 10 hours,
  - c) Partial daily allowance, when the time spent travelling exceeds the last full day of travel by at least 2 hours, and full daily allowance, when it is exceeded by more than 6 hours.

If during one of the days of travel the senior salaried employee has a free meal or a meal that is included in the travel ticket, the maximum amount of daily allowance is half of the amounts specified above. In the context of full daily allowance, a free meal means two free meals, and in the context of partial daily allowance, one free meal.

If the employee has to find accommodation during the trip, reimbursement for accommodation expenses shall be paid on top of the daily allowance in accordance with the maximum amounts specified in the collective agreement for government employees.

If the senior salaried employee does not present an invoice for the accommodation, overnight travel allowance shall be paid to them in accordance with the Tax Administration's decision.

2. When the senior salaried employee does not have the usual opportunity to eat at the employer's cafeteria or in their dwelling during the lunch break, and they are not working in the company's other place of business located in the same city or somewhere close where a similar opportunity to eat is provided, a meal allowance will be paid in accordance with the Tax Administration's decision. No daily allowance is paid in these cases.
3. When carrying out work tasks requires taking a trip abroad, foreign per diem allowance is paid for the trip in accordance with the Tax Administration's decision. If the employee has to find accommodation during the trip, reimbursement for accommodation expenses shall be paid on top of the daily allowance in accord-

ance with the country-specific maximum amounts specified in the collective agreement for government employees.

If during one of the days of travel the income earner has had a free meal or a meal that was included in the travel ticket or the price of the hotel room, the daily allowance will be reduced by 50%. In the context of foreign per diem allowance, a free meal means two free meals.

When the time spent travelling abroad exceeds the last full day of travel by more than 10 hours, senior salaried employees shall be paid full foreign per diem allowance for such partial days, and when it is exceeded by more than 2 but less than 10 hours, half of the foreign per diem allowance.

The daily allowance paid for a partial day is determined on the basis of the foreign per diem allowance paid for the last full day of travel.

If the total time spent travelling abroad is less than 24 hours but the trip still lasts 10 hours or more, senior salaried employees shall be paid the full daily allowance in accordance with the regulations of the country in question.

If devaluation, revaluation or another currency arrangement causes changes to the exchange rates, the federations shall agree amongst themselves on any of the changes this may cause on daily allowances and reimbursements for hotel expenses.

4. When an agreement has been made for using one's own car, the kilometre allowance determined by the Tax Administration shall be paid based on the amount of kilometres driven. An increased kilometre allowance shall be paid in accordance with the Tax Administration's decision if the senior salaried employee has been ordered by the employer to transport other people during the work trip or, due to their work tasks, has to transport work equipment, measuring equipment or ready-to-use devices in their car, the travel expenses or transport costs of which should be reimbursed by the employer, or if carrying out work tasks requires pulling a trailer.

## **INCREASING INTERNSHIP OPPORTUNITIES RELATING TO PROFESSIONAL TRAINING**

The parties agree that attention should be paid in the architectural design sector on the future availability of workforce also. With the degree reforms, studies currently include longer periods of internships carried out at workplaces as part of the degree programmes. They allow students to get to know work tasks and workplaces in their field of studies, while giving the company a good opportunity to ensure that skilled workforce is available to them also in the future.

### **1. INTERNSHIPS OF TRAINING PROGRAMMES**

A trainee is a person who is studying and works between academic terms or acquires work experience based on a degree requirement while completing an education or training programme.

The parties note that internships or work experience placements required for completing a degree are not used to replace the company's employees. They are also not meant to influence the employment relationships of the company's employees. These views need to be agreed upon locally between the employer and shop steward or, in the absence of a shop steward, between the employer and the senior salaried employees, either before starting internship training or in connection with the processing of a personnel and training plan, as referred to in the Act on Co-operation within Undertakings.

The parties also note that the regulations concerning a reduction in personnel resources, the obligation to offer work or re-employment will not prevent the abovementioned internship placements if this has been agreed locally in accordance with the procedure described above.

### **2. VALIDITY OF THE AGREEMENT**

This agreement enters into force on 1 November 2013 and shall remain in force until further notice with a notice period of six months. The agreement must be terminated in writing, and the termination will become effective when the other party has received notification of it.

Association of Finnish Architects' Offices ATL

Service Sector Employers' PALTA

Federation of Professional and Managerial Staff YTN

## INSTRUCTIONS FOR USE OF THE WORKING TIME BANK SYSTEM

Service Sector Employers' PALTA, Association of Finnish Architects' Offices ATL and Federation of Professional and Managerial Staff YTN have together prepared these instructions for companies in order to promote the use of working time banks.

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.

The use of a working time bank system for senior salaried employees is voluntary.

### 1. Definitions

**Working time bank** refers to the working time arrangements for senior salaried employees agreed in writing at the workplace or company level, through which working hours, accrued free time or monetary benefits converted into free time can be agreed to be saved as well as combined and then withdrawn in the form of paid free time or monetary compensation.

**Working time account** refers to senior salaried employees' personal account or other list in which the amount of free time or salary to be saved is recorded, indicating the balance from which the free time or monetary compensation is deducted when it is used.

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

**Balance** refers to the amount of hours in the working time bank account. The balance is mass debt, to be used as free time or paid as monetary compensation in accordance with the rules for the working time bank.

**Free time accrual** refers to the amount of paid free time that is available for use in the working time bank.

**Withdrawal** refers to using the free time available in the working time bank or withdrawing the monetary compensation accrued in the working time bank account.

**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.

**Component** refers to the working hours, free time and monetary benefits converted into free time referred to in these instructions, which have been deposited in the working time bank.

## **2. Use of the working time bank system**

The working time bank system can be taken into use at the company or workplace level with a written agreement concluded between the employer and the shop steward. If the company or workplace does not have a shop steward, the agreement can be concluded between the employer and persons who have been specifically authorised by the senior salaried employees to agree on the use of the working time bank. PALTA and YTN shall be informed of the agreement.

The arrangements for regular working hours must be kept separate from the working time bank system. The working time bank also does not change or replace existing working time allocation systems, such as a flexitime system or working time adjustment system that may already be in use.

Due to the mandatory provisions on carried-over holidays referred to in the Annual Holidays Act, it is not recommended to integrating carried-over holidays to the working time bank system.

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.

Agreements on the working time bank system must be concluded by taking into account compliance with the provisions of labour legislation and collective agreements.

Restrictions may be applied to the system so that it only covers part of the senior salaried employees. However, the restrictions must not be used to put anyone unjustifiably in an unequal position.

## **3. Joining and resigning from 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 are currently in by the system. For this reason, an agreement must be concluded on the procedures for ascertaining that an individual senior salaried employee is in the system.

It must be possible to verify in writing, electronically, or by some other reliable means that an individual senior salaried employee has joined the working time bank system. 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 each senior salaried employee must separately conclude an agreement for joining the working time bank system. The condition for being in the system is fulfilled when the senior salaried employee's first (and last) account activity and its time have been entered in the working time bank's records.

It should be noted that using the working time bank is voluntary for senior salaried employees.

When concluding an agreement on the use of the working time bank, it must be agreed how an individual senior salaried employee can resign from using the bank and how the remaining balance will be reimbursed in the form of monetary compensation and/or by using the unused free time.

The procedures to be used to stop applying the system to a certain individual when the employment contract of the senior salaried 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 such a case, an agreement must also be concluded on using working time arrangements to reset the balance of the working time bank account to zero within 4 months or, if this is not possible, to reimburse the balance with a matching payment of money.

#### **4. Working time bank components**

The components currently in use in the working time bank system must be clearly agreed upon at each company.

Unless otherwise agreed locally, the following components – or some of them – may be agreed to be transferred to the working time bank:

##### **Working hours:**

- The base salary and increase components of compensation paid for additional work or overtime (hours worked)
- Sunday bonus and base salary for Sunday work
- Weekly rest compensation

##### **Free time:**

- Free time due to working time reduction

##### **Money:**

- Holiday pay or part thereof agreed to be taken as time off
- Compensation for travelling during free time
- Merit pay, bonus or profit-sharing bonus
- Shift allowance

- Other pay components (e.g. alarm compensation, stand-by time compensation, allowance based on working conditions)

Senior salaried employees have the right to transfer all or part of the components referred to in the previous provision to their personal working time bank account. Monetary compensations shall be converted to time in accordance with the agreed rules.

## **5. Working time bank maximum limits**

The balance in the working time bank keeps changing constantly according to how working hours are deposited to the bank or free time is withdrawn from it. A maximum limit that must not be exceeded has been set for the balances of personal working time bank accounts. The recommended maximum limit for working hours deposited at the bank is six months (the maximum amount set for pay security). When setting the maximum limits, it must be taken into account that the working time bank system is aimed at enabling long periods of leave as needed.

## **6. Time-based system and transferred components**

Regardless of which components are used, the working time bank system should be a time-based, hour-based and/or day-based entity. The components to be transferred to the working time bank shall be entered in the salary and working time registers and, if necessary, converted into time and then transferred to the working time bank. Correspondingly, when taking something out of the working time bank, an amount that equals the hours and/or days to be used is deducted from the balance of the senior salaried employee's personal account.

All transfers of components to the working time banking system must be verified and any entries must be made separately for each senior salaried employee.

For the system to function properly, it is important to clearly define and appropriately provide information on the procedures for the verification of working time bank accruals or usage in the salary and working time registers and on how the balance of individual working time bank accruals can be verified. Senior salaried employees could be informed what their current balance is, for example, on a monthly basis or whenever the balance changes (deposit or withdrawal). The balance can be included in the information provided on the employee's pay slip, for example.

The free time accrual will remain in force in the working time bank for the duration of the senior salaried employee's employment relationship. When the employment relationship ends, the unclaimed balance in the working time bank will expire two years from the end date of employment in the same manner as unclaimed salaries.

## **7. Determination of salary for used free time accruals and the date of payment**

When free time accrued in the working time bank is withdrawn, the salary to be paid for the used free time shall be determined on the basis of the salary in force at the time of using the free time, unless otherwise agreed for an important reason. For example, if the company applies several salary criteria or payment methods (such as significant performance-based remuneration), it should be specified in advance how the salary for the time period when the free time accrual is used will be determined.

The company or workplace can use its own discretion when deciding whether a local agreement needs to be concluded regarding the principles according to which the working time bank's accruals which, as a rule, are used as free time can be reset to zero or paid in money when, for example, the senior salaried employee's work tasks or salary criteria are essentially changed.

Unless agreed otherwise, the salary for the free time accruals withdrawn from the working time bank shall be paid on the usual date of payment of salary of the pay period in question.

## **8. Use of free time accruals**

The time when free time accruals are used shall be agreed between the employer and the senior salaried employee. Unless otherwise agreed locally, if the employer and senior salaried employee cannot come to an agreement about the time, the senior salaried employee must notify the employer that they are going to use the free time accruals no later than four months before the leave starts.

Cancelling the agreed period of using free time accruals or moving its start date, as well as interrupting a period of using free time accruals shall be agreed between the employer and the senior salaried employee.

The agreement shall include the rules that apply in case the senior salaried employee becomes unable to work before or during the agreed or notified period of using free time accruals. In such a case, it must be decided whether the agreed period of using free time accruals or the period that was already started will be moved to a later time, in line with the provisions of section 25 of the Annual Holidays Act, or in some other manner, such as based on the time-priority principle.

## **9. Overlapping reasons for absence**

As a rule, free time accruals shall be deemed used at a pre-defined period of time in accordance with the usual agreement principles. The agreed period of using free time accruals will be moved, if this has been specifically agreed. The time-priority principle may also be applied when assessing the situation



(the conclusion is made on the basis of the reason for the absence that started first).

Temporary leave of absence to take care of a child is out of the question during a period of using free time accruals.

The period of using free time accruals must not be agreed to be taken at a time when it overlaps with another period of paid leave that is already known (annual holiday, maternity or paternity leave, and leave due to working time reduction).

The parties recommend moving the free time accruals of the working time bank if the senior salaried employee agrees to an earlier start date for their maternity/paternity leave.

#### **10. Nature of free time and consolidation 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, where necessary, the effect of the free time accruals on any benefits that are based on the employment relationship must be ascertained separately at each company and workplace while taking into account the provisions of the relevant laws and the collective labour agreement.

The free time accruals and their use do not effect how much annual holiday the senior salaried employee earns, or the employee's compensation for additional work or overtime, fringe benefits and employee benefits.

#### **11. Use of or compensation for free time accruals when employment is terminated**

If the employer terminates the senior salaried employee's employment contract and the employee has unused balance in the working time bank, it can be used as part of the notice period, if the employee so wishes. Otherwise, monetary compensation shall be paid for the balance at the latest when making the final salary payment.

If the employment contact is terminated by the senior salaried employee, unless agreed otherwise, the accrued balance shall be paid as monetary compensation when making the last salary payment.

#### **12. Shutting down or changes to the working time bank system**

The working time bank system and its maintenance, which are agreed separately for each company and workplace, are based on a local agreement according to which the content of the working time bank system can be changed by agreement.

No special grounds need to be presented for shutting down the system. If either party to the company- or workplace-specific agreement wants to stop using the working time bank system, the exact time must be provided no later than 3 months before using the system stops. If the balance accrued in the working time bank cannot be reset to zero as free time within 3 months of the date on which using the working bank system stopped, the balance shall be reset to zero as monetary compensation.

Any disputes shall be settled in accordance with the dispute settlement procedure referred to in the collective labour agreement.

### **13. Other related matters**

The free time accruals of the working time bank are not working time as defined in the Working Hours Act. If senior salaried employees work during a period of using free time accruals, the way in which working on a day off will be compensated shall be agreed upon beforehand. (Example: The person is using free time accruals from Monday to Friday and comes to work on Saturday – they need to agree how they will be compensated for working on a Saturday).

SERVICE SECTOR EMPLOYERS' PALTA

ASSOCIATION OF FINNISH ARCHITECTS' OFFICES ATL

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

# EMPLOYMENT CONTRACT TEMPLATE FOR THE ARCHITECTURAL DESIGN SECTOR

ATL, PALTA, YTN

---

Pursuant to the Employment Contracts Act and the Collective Labour Agreement for senior salaried employees in the architectural design sector between the Association of Finnish Architects' Offices ATL, Service Sector Employers' PALTA and Federation of Professional and Managerial Staff YTN, the employer and senior salaried employee referred to below have agreed on the following terms and conditions of employment and wage conditions.

## EMPLOYER

## SENIOR SALARIED EMPLOYEE

Name	Name
Address	Address

### 1. POSITION AND PLACE(S) OF BUSINESS

Position and place(s) of business at the start of employment
--

### 2. NATURE OF EMPLOYMENT

Start date of employment	Validity starts after a trial period of ____ months <input type="checkbox"/> until further notice <input type="checkbox"/> until _____ <input type="checkbox"/> until the task referred to below has been completed Grounds for fixed-term employment:
Task	

### 3. NOTICE PERIOD

Notice period
When terminated by the employer _____ months or <input type="checkbox"/> as referred to in the collective labour agreement
When terminated by the employee _____ months or <input type="checkbox"/> as referred to in the collective labour agreement

### 4. PAY

Salary at the start of employment	Wage development is determined in the manner required by the collective labour agreement while paying special attention to the job requirement level and personal factors.
Other than time-based pay is determined on the following grounds	
Other pay-related factors	
The salary is paid to <input type="checkbox"/> bank account. Account:	
At the end of employment, the final salary is paid <input type="checkbox"/> on the next usual payday following the end of employment <input type="checkbox"/> when the employment ends	

## 5. WORKING HOURS

Working hours

The compensation paid for the part that exceed the working hours referred to here

- is paid in monetary form or used as free time as referred to in the Working Hours Act (see point 5.2 of the filling instructions).
- is paid as a separate monthly compensation as follows (see point 5.3 of the filling instructions):
- has been taken into account in salary calculations (the provision can only be applied to persons who are not covered by the scope of application of the Working Hours Act. See point 5.4 of the filling instructions).

Flexible working hours are in use (to be agreed by concluding a separate agreement)    yes     no

## 6. ANNUAL HOLIDAY

The length of the annual holiday is otherwise determined in accordance with the law.

Holiday bonus, see section 12 of the collective labour agreement

## 7. SICK PAY

Sick pay is determined in accordance with the collective labour agreement.

## 8. INVENTIONS AND COPYRIGHTS

In addition to what has been laid down in the provisions of the Act on the Right in Employee Inventions, the following is agreed:

## 9. DESIGN COMPETITIONS

The following has been agreed about design contests and personal professional activities:

## 10. EDUCATION

The following has been agreed about education:

## 11. TRAVELLING AND TRAVEL EXPENSES

The following has been agreed about travelling:

Reimbursement for travel expenses is determined

- in the manner required by the collective labour agreement
- in accordance with the company's travel regulations
- as follows:

## 12. OTHER TERMS OF EMPLOYMENT

- Holiday bonus and maternity pay are determined in accordance with the collective labour agreement
- Pay while participating in refresher training:
  
- Employer's liability insurance:
  
- Travel insurances:

Unless agreed otherwise, the abovementioned terms of employment are determined in the manner required by the current collective labour agreement binding on the employer.

This agreement has been made in two identical copies, one for each party.

Place and date	
Signature of the employer	Signature of the senior salaried employee

Any disputes arising from the application of this agreement shall be settled in accordance with the negotiation protocol of the abovementioned collective labour agreement.

## FILLING INSTRUCTIONS FOR THE EMPLOYMENT CONTRACT FORM

Special attention should be paid to the following sections when filling in the employment contract form:

### 1. Position and place(s) of business

Enter here the position and the key duties of the job. If possible, also define the main area of responsibility in this position. The name of the immediate supervisor can also be entered here. 'Place of business' refers to the locality or localities in which the job is carried out.

### 2. Nature of employment and trial period

The employer and the employee must agree on a trial period, as defined in chapter 1, section 4 of the Employment Contracts Act, with a maximum duration of six months. In fixed-term employment, the trial period should be a maximum of half of the duration of the employment contract, however, no more than six months.

The field "Grounds for fixed-term employment" must be filled in when the employment contract has been concluded for a fixed term.

The field "Position" is filled in for a fixed-term employment contract in which the duration of employment has not been determined based on calendar times.

### 3. Notice period

The length of the notice period can be agreed regardless of the duration of employment, and it can be longer for the employer than for the employee. The maximum duration for the notice period is six months.

Unless agreed otherwise, the periods of notice to be complied with by the employer after the employment has continued without interruptions are:

Notice period	duration of employment
14 days	maximum of 1 year
1 month	>1 to 4 years
2 months	>4 to 8 years
4 months	>8 to 12 years
6 months	more than 12 years

Unless otherwise agreed, the periods of notice to be complied with by the employee after the employment has continued without interruptions are:

<b>Notice period</b>	<b>duration of employment</b>
14 days	maximum of 5 years
1 month	more than 5 years

#### **4. Pay**

The field “Other pay-related factors” is for entering, for example, any fringe benefits agreed between the employer and the employee.

When the employment ends, the final salary can be agreed to be paid, for example, on the next normal payday following the end date of the employment contract.

#### **5. Working hours**

**5.1.** When concluding the employment contract, agree on the regular working hours for the senior salaried employee in accordance with section 5 of the collective labour agreement and find out how the Working Hours Act applies (if you have questions about working hours, check from the collective labour agreement for senior salaried employees).

**5.2.** According to the Working Hours Act, overtime is compensated for using the overtime compensation defined by law. Upon separate agreement, overtime may also be compensated for with an equal amount of free time. Unless agreed otherwise, overtime compensation is paid in monetary form. In order to be compensated, the overtime must be ordered by the employer and it must have the employee’s consent.

**5.3.** According to the Working Hours Act, increased wages payable for overtime and Sunday work can be agreed with managerial staff to be paid as a separate monthly compensation. The agreement on a separate monthly compensation must include the grounds for the compensation and its amount.

**5.4.** Not included in the scope of application of the Working Hours Act are the job of a chief executive officer or managing director, and jobs which, on the basis of the duties included in it or otherwise on the basis of the employee’s status, are deemed as managing a company, corporation or foundation or their independent part or as an independent task directly comparable to such a leadership position. For those not covered by the scope of application of the Working Hours Act, compensation for overtime can be taken into account when determining their salary. This means that the employer and employee should find out how the above compensation has been taken into account and how they will be taken into account in wage development during the employment relationship.

## **7. Sick pay**

Sick pay is determined in accordance with section 9 of the collective labour agreement.

## **8. Inventions and copyrights**

The employer's right to the employee's invention is determined on the basis of the provisions of the Act on the Right in Employee Inventions (656/1967). If something is agreed to the contrary under the above Act, an entry of it will be made in the employment contract.

## **9. Design competitions**

After agreeing with the employer, the employee has the right to participate in design competitions outside their employment relationship.

The employee is prohibited from carrying out work for others or engage in activities that, given the nature of the work and the employee's status, evidently harms the employer as a competitive act contrary to good customs followed in an employment relationship. Work considered as this kind of competitive act against the employer must be agreed with the employer.

## **10. Education**

When the training costs are exceptionally high, in some cases, splitting the costs may be agreed.

## **11. Travelling and travel expenses**

The need to travel for work, how frequent the trips are, the duration of the trips and both domestic and international travel destinations should be discussed when drawing up the employment contract.

Unless agree otherwise, the reimbursement of travel expenses is determined in the manner referred to in the collective labour agreement.

## **12. Other terms of employment**

Holiday bonus is determined in accordance with section 12 of the collective labour agreement and maternity pay in accordance with its section 11.

Unless agreed otherwise, the employer's obligation to take out the necessary liability insurance and provide travel insurance is determined in the manner required by the basic agreement while complying with the general terms and conditions of employment for senior salaried employees.

Unless agreed otherwise, the employer's obligation to take out the necessary liability insurance is determined while complying with the general terms and conditions of employment for senior salaried employees.



## AGREEMENT ON FLEXTIME

<p>Pursuant to section 13 of the Working Hours Act, the employer and employee agree that the employee may, within the scope of this agreement on flexitime, determine the start and end time of their workday while taking into account their work situation.</p>	
1.	<p>The regular working hours agreed in the employee's employment contract are ___ hours per day and/or ___ hours per week.</p> <p>With flexible working hours, the employee's fixed working time during which they must be at work on all workdays (apart from the break referred to in point 5.), starts at ___ and ends at ___ (the total duration of the fixed working time is ___ hours per day).</p>
2.	<p>The maximum amount of flexible working hours applied per day is five (5) hours. The range of flexible hours is ___ - ___ in the morning and ___ - ___ in the evening.</p> <p>Within these times, the employee can choose when to start and end their workday, however, in such a way that <b>the maximum duration of each workday is ___ hours.</b></p>
3.	<p>The maximum flexitime added to regular working hours is + ___ hours (maximum 120 hours) and the maximum flexitime deducted from regular working hours is - ___ hours (the recommended maximum is -40 hours).</p> <p>The maximum accrual of flexible working hours must be balanced at most to the agreed maximum by the end of the period under review. The period under review is ___ months (max. 12 months).</p>
4.	<p>When the work situation requires, the employer may oblige the senior salaried employee to use their accrued flexitime as free time and, where necessary, as full days off, by notifying about this one week in advance to the senior salaried employee concerned and, correspondingly, the senior salaried employee may use their accrued flexitime as full days off when the work situation allows by notifying the employer one week in advance.</p>
5.	<p>A lunch break of one half hour is kept flexibly between ___ - ___, if the work shift lasts more than 6 hours. If the work shift lasts 6 hours or less, there is no lunch break.</p>
6.	<p>The employee marks the number of flexitime hours worked in a time card in the column for regular working hours.</p> <p>If the employee uses their accrued working hours balance as free time, they mark those hours in the time card using the identifier "flexitime leave".</p>
7.	<p>Each employee must personally ensure that</p> <ul style="list-style-type: none"> <li>- they are at work every workday during the fixed working time (see point 1).</li> <li>- the duration of their workday is never more than 13 hours.</li> <li>- anything above/below the working time is balanced at most to the agreed maximum by the end of the period under review.</li> <li>- if the employee knows in advance that their employment relationship will end, the employee must ensure that their working hours balance is zero at the end of employment. Any other actions must be agreed with the employer well in advance.</li> </ul>
8.	<p>This agreement on flexitime represents the employee's rota.</p>
9.	<p>This agreement is valid until further notice. Both the employer and the employee may terminate this agreement with a notice period of one month.</p>
<p>Place and date</p> <p>Name of the company</p> <p>_____</p> <p>employer <span style="float: right;">employee</span></p>	

## INSTRUCTIONS FOR FILLING IN THE AGREEMENT ON FLEXTIME

Instructions for filling in the agreement on flexitime:

1. Enter here the regular working hours agreed with the employee (e.g. 7.5 hours per day or 37.5 hours per week) and the so-called fixed working time, i.e., the time during which the employee is expected to be at work on all workdays. For instance, 11–14 or 10–15.
2. Flexitime are the flexible hours during which the employee can choose when they arrive to or leave from work. For instance, flexitime in the morning is 6.30–10 and flexitime in the evening is 14–19.

The employee is personally responsible for ensuring that the actual length of the workday with flexitime does not exceed 13 hours for those who work a 37.5-hour week (with an unpaid lunch break) or 13.5 hours for those who work a 40-hour week (with an unpaid lunch break).

3. This field is for agreeing the maximum and minimum limits for the balance (+/–). The aim is not to have a zero balance necessarily, unless specifically agreed to the contrary in this agreement.
5. This field is for agreeing, if desired, at which time the lunch break must be taken.

# palta

## Service Sector Employers' PALTA

Eteläranta 10, 6th floor, P.O. Box 62,  
FI-00131 Helsinki  
Operator+358 (0)20 595 5000  
[www.palta.fi](http://www.palta.fi)

# ATL

ARKKITEHTI-  
TOIMISTOJEN  
LIITTO

## Association of Finnish Architects' Offices ATL

Malminkatu 30, FI-00100 Helsinki  
Tel. +358 (0)9 5844 4201  
[www.atl.fi](http://www.atl.fi)



## Federation of Professional and Managerial Staff YTN

Ratavartijankatu 2 B, FI-00520 Helsinki  
Tel. +358 (0)40 501 6840  
[www.ytn.fi](http://www.ytn.fi)