

THE CHEMICAL INDUSTRY FEDERATION OF FINLAND

AND

**THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF
(YTN)**

**COLLECTIVE AGREEMENT CONCERNING SENIOR SALARIED
EMPLOYEES IN THE CHEMICAL INDUSTRY**

29 March 2023–31 January 2025

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PROTOCOL OF SIGNATURE FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE CHEMICAL INDUSTRY FOR THE PERIOD 29 MARCH 2023–31 JANUARY 2025

Date 25 May 2023

Place Chemical Industry Federation of Finland, Eteläranta 10, Helsinki

Present **Chemical Industry Federation of Finland**

Minna Etu-Seppälä

Miira Kaukolinna

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The Federation of Professional and Managerial Staff (YTN)

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Signing the collective agreement and agreement period

The Chemical Industry Federation of Finland and the Federation of Professional and Managerial Staff (YTN) have on 29 March 2023 reached a result in the negotiations on the renewal of the collective agreement for senior salaried employees in the chemical industry for the period 29 March 2023–31 January 2025 and the federations agreed on a family leave appendix supplementing the negotiated result on 12 May 2023. The federations have today signed the collective agreement for the industry.

It was noted that as of 29 March 2023, the new collective agreement replaces the collective agreement approved between the parties for the period 2 February 2022–31 January 2024. The provisions of the collective agreement agreed upon in the signature protocol on family leaves signed on 12 May 2023 in section 6, paragraph 6, section 7 and sections 8.1 and 8.2 will enter into force on 12 May 2023. This collective agreement is valid from 29 March 2023 to 31 January 2025 and will continue after 31 January 2025 one year at a time, unless it has been terminated in writing by either party at the latest two months before its expiry.

2. Adjustments to wages and salaries for the period 29 March 2023 to 31 January 2025

2.1 Negotiation on the salary settlement and its grounds

The salary settlement is negotiated locally, while taking the company's or workplace's financial situation, order book, employment situation and cost competitiveness into account. The employer will deliver the required information about the company's or workplace's financial situation, order book, employment situation, cost competitiveness and their anticipated development to the shop steward well in advance before the local negotiations are started. It is appropriate to deliver also information concerning the grounds of the proposal on the salary settlement as a basis for the negotiations.

The objective of the local salary negotiations is to find a salary settlement which supports the financial situation, order book, employment situation and cost competitiveness of each company or workplace. The goal for the wage formation is to encourage employees to develop their competence and, through their actions, to contribute to the development of profitability and well-being at work in the company in line with the set objectives.

2.2 Local salary settlement

Items to be agreed on in the local salary settlement include the implementation method, schedule and amount of the salary adjustments and the amount and schedule of the non-recurring payment or adjournment compensation. The agreement is concluded with the shop steward or, if a shop steward has not been elected, with senior salaried employees in a manner mutually agreed by them. The agreement for the year 2023 will be concluded in writing by 15 September 2023.

2.3 Implementation method of salary adjustments, unless a local salary settlement

2.3.1. Non-recurring payment in 2023

The non-recurring payment is EUR 400 and it will be paid with the pay of June 2023.

This non-recurring payment shall be made only to those senior salaried employees whose continuous employment has begun no later than 1 February 2023 and whose employment contract is still effective on the payment date. The non-recurring payment shall also be made even if the senior salaried employee has been laid off or they are on sick or family leave.

For senior salaried employees in part-time employment, the non-recurring payment is calculated based on the agreed working hours/full-time working hours ratio.

The non-recurring payment shall not be made if the senior salaried employee has resigned before the payment date of the non-recurring payment.

The non-recurring payment is not taken into consideration when calculating other salary components, such as the annual holiday pay and overtime pay.

2.3.2. Adjournment compensation in 2023

The adjournment compensation is compensation for adjourning the pay increase by five months.

The adjournment compensation is EUR 400 and it will be paid with the pay of July 2023.

The adjournment compensation shall be paid only to those senior salaried employees whose continuous employment has begun no later than 1 April 2023 and whose employment contract is still effective on the payment date of the adjournment compensation. The adjournment compensation shall also be paid even if the senior salaried employee has been laid off or they are on sick or family leave.

For senior salaried employees in part-time employment, the amount of the adjournment compensation is calculated based on the agreed working hours/full-time working hours ratio.

The adjournment compensation shall not be paid if the senior salaried employee has resigned before the payment date of the non-recurring payment. The adjournment compensation shall not be paid to summer employees.

The adjournment compensation is not taken into consideration when paying other salary components, such as the annual holiday pay and overtime pay.

2.3.3. Year 2023

If a local salary settlement is not reached, the salaries will be increased by a general increase of 2.2% on 1 October 2023 or at the beginning of the pay period starting after it.

2.3.4. Year 2024

If a local salary settlement is not reached, the salaries will be increased by a general increase of 2.6% on 1 May 2024 or at the beginning of the pay period starting after it.

In addition, a company or workplace-specific item equal to 0.9% of the sum of the personal hourly or monthly salaries paid in March 2024 to the senior salaried employees covered by the collective agreement will also be used to increase the salaries of the senior salaried employees in the manner decided by the employer, from the beginning of the pay period starting on 1 May 2024 or the closest thereafter.

2.4 Possible postponement of salary increases

Year 2024

1) By the decision of the employer 1 May–30 October 2024

The employer may carry out the allocation of the 0.9% company-specific item in the period from 1 May to 30 October 2024, in which case a non-recurring payment will be paid for the postponement. However, a general increase of 2,6% in accordance with the collective agreement will be paid from the beginning of the pay period starting on 1 May 2024, or closest thereafter, unless otherwise agreed in accordance with section 2).

Calculation of the non-recurring payment

The amount of the non-recurring payment shall be obtained

- a) by calculating the sum of the monthly salaries of the senior salaried employees employed in March and multiplying it by 0.9%
- b) to this sum is added the sum obtained by multiplying the sum of the monthly salaries of the senior salaried employees employed in March by 0.075% and then multiplying it by the number of months to be postponed

The amount of the local pay increase item thus obtained shall be distributed as an equal non-recurring payment to those senior salaried employees whose salaries are increased by the local pay increase item. The non-recurring payment is paid together with the same salary payment when the employer allocates the local pay increase item.

Example:

The pot is 0.9%. The increase is postponed by 4 months. The non-recurring payment is calculated as follows: sum of monthly salaries in March x 0.9% + sum of monthly salaries in March x 0.075% x 4 months.

2) Based on local collective bargaining

If it is locally agreed on the adjournment of the salary adjustments with the shop steward, an agreement must be made in the same context concerning compensation of any loss of earnings caused by the change with a corresponding non-recurring payment. The difference will be paid at the latest as of the date of implementing the wage increase. If companies implement wage increases on a schedule that differs from that of the salary increases in the collective agreement, a local agreement can be made to take them into account when implementing salary increases based on the collective agreement. In that case, the senior salaried employee must be informed that the increase also includes the increase based on the collective agreement. For the year 2024 increases, the agreement must be made in writing by 30 April 2024.

2.5 Shop steward and occupational safety and health representative monthly remuneration

Monthly compensation for the shop steward from 1 May 2024

Number of employees represented	Monthly remuneration
5–9	EUR 84
10–50	EUR 142
51–200	EUR 206
201–400	EUR 253
More than 400	EUR 316

Occupational safety and health representative’s monthly remuneration in force from 1 March 2024 is as follows:

Number of persons represented	Monthly remuneration
5–24	EUR 75
25–100	EUR 97
101–250	EUR 125
251–400	EUR 153
More than 400	EUR 180

2.6 Information to be provided to the shop steward

The shop steward has the right to receive, within a reasonable time after the salary adjustment, a clarification on the allocation of the locally agreed salary settlement or a salary settlement implemented by the employer. The clarification must state the number of senior salaried employees, the number of employees who have received the increase, the amount of an average increase and the total amount of wage increases of senior salaried employees (the amount of the salary of the senior salaried employees before and after the increase). The clarification will be provided without disclosing the salary information of an individual senior salaried employee.

If local collective bargaining is carried out on the salary settlement pursuant to the collective agreement, the employer must give the senior salaried employees the opportunity to meet to discuss the content of the negotiations during working hours. Unless otherwise agreed locally, the employer determines the date, time and maximum duration of the meeting.

2.7 Crisis clause for the salary increases in 2023 and 2024

If the company’s economic operating conditions require, it is possible to locally cancel, partially or fully, the pay increase, non-recurring payment, adjournment compensation for 2023 and/or the pay increase for 2024, subject to an agreement with the shop steward.

3. Changes to the text as of 29 March 2023

3. Right to manage and general obligations

3.1. The following protocol entry is added to Submission of the negotiation proposal and fulfilling the cooperation obligations:

Submission of the negotiation proposal and fulfilling the cooperation obligation:

When an undertaking falling within the scope of the Act on Co-operation within Undertakings contemplates the dismissal, layoff or reducing full-time work to part-time work of its employees due to financial or production-related reasons or reasons resulting from the reorganisation of the employer's operations, in derogation from the provisions concerning the negotiation proposal and the fulfilment of the negotiation obligation in chapter 3 of the Act on Co-operation within Undertakings, the cooperation obligations shall be deemed to have been fulfilled when, after the submission of a written negotiation proposal, the matter has been dealt with in the cooperation procedure for 14 days or for 6 weeks, unless another negotiation period has been agreed.

Protocol entry:

The entry above abolishes the obligation in the Act on Co-operation within Undertakings to give a written negotiations proposal no fewer than five calendar days before the start of the negotiations.

The entry means that negotiations will be conducted for a minimum of 14 days or 6 weeks after the submission of the negotiation proposal, unless otherwise agreed.

The Act on Cooperation within Undertakings is not part of the collective agreement.

3.2. A new section Continuous dialogue is added (before Submission of the negotiation proposal and fulfilling the cooperation obligation) as follows:

Continuous dialogue

In derogation from the provisions of chapter 2 of the Act on Co-operation within Undertakings, it is possible to agree locally otherwise on the implementation of continuous dialogue within the undertaking.

Protocol entry:

1. The local parties may agree, inter alia, on the implementation methods of dialogue, number of meetings and matters to be reviewed by meetings, so that the dialogue better matches the procedures already in use within the undertaking. However, the local parties may not agree on not conducting continuous dialogue at all.

2. The parties encourage open dialogue on the promotion of well-being at work and related questions, such as the diversity of work, changes in working methods relating to remote and hybrid work and reconciliation of work and family.

3.3. A new section Disciplinary lay-off is added to the end of section 3 as follows:

Disciplinary lay-off:

Instead of terminating the employment relationship, under grounds for which the employer has the right to terminate or cancel the employment contract relating to a senior salaried employee, the employer shall have the right to lay off the senior salaried employee for a maximum of 45 calendar days.

Before the employer lays off the senior salaried employee on the above grounds, the employer shall provide the senior salaried employee with an opportunity to be heard regarding the grounds for the lay-off. The senior salaried employee may terminate the employment contract without observing a period of notice during a lay-off if the lay-off lasts for more than two weeks.

3.4 Unexpected and exceptional situation, paragraph 1 shall be changed as follows:

At the occurrence of an unexpected and exceptional situation that is considered a force majeure, the employer may, when layoffs are unavoidable, observe a layoff notice period of five days, unless otherwise agreed locally. A force majeure is an unexpected occurrence that is beyond the employer's control. ~~Force majeure shall be determined together with the shop steward and, in the absence thereof, with the senior salaried employees.~~

5. Working time regulations

A new protocol entry is added after paragraph 6 as follows:

Protocol entry:

If a senior salaried employee's balances are constantly close to the agreed maximum amounts of the flexibility balance, the supervisor must discuss correcting the balance and the associated schedule with the senior salaried employee.

8.3. Short temporary leave of absence

The section on the 50th and 60th birthday is amended as follows:

A senior salaried employee shall be granted a day of leave with no deduction from salary when said employee's 50th or 60th birthday falls on a working day. The postponement of the day off to another date can be agreed so that it is granted within 2 months.

Appendix 4 Learn and earn

Appendix 4 is amended as follows:

Summer trainee programme for the young for 2023–2025

CHEMICAL INDUSTRY FEDERATION OF FINLAND
THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

The Chemical Industry Federation of Finland KT and the Federation of Professional and Managerial Staff (YTN) want to do their part in supporting the opportunities of comprehensive school, upper secondary school, 10th grade and preparatory education pupils to learn about the working life by participating in the ***Tutustu työelämään ja tienaa*** (“***Learn and earn***”) summer trainee programme.

The purpose of this summer trainee programme is to provide the youth with experiences in the industry’s operations, tasks, staff structure and cooperation models as well as opportunities offered by the industry and to give the youth an opportunity to perform practical work that suits them. Applications for the summer traineeships are submitted directly to companies.

Therefore, the parties to the agreement have agreed the following:

1. The provisions below shall apply to comprehensive school, upper secondary school, 10th grade and preparatory education pupils whose employment relationship is based on the ***Tutustu työelämään ja tienaa*** (“***Learn and earn***”) summer trainee programme.
2. The employment relationship according to the summer trainee programme, lasting for two weeks or ten working days, can be placed between 1 June and 31 August in 2023–2025. A young person may have several traineeships pursuant to this recommendation with the same employer in each year.
3. The wage for the completion of the Tutustu työelämään ja tienaa (“***Learn and earn***”) summer trainee programme is a non-recurrent sum of **EUR 365** in 2023 and **EUR 375** in 2024 and 2025. The pay includes the holiday compensation accumulated during the traineeship. Statutory social security contributions are deducted from the wage according to the age of the person.
4. The provisions concerning the salaries, salary determination criteria and other benefits with a monetary value defined in the existing collective agreement shall not be applied to persons whose employment relationship is based on the summer trainee programme referred to in this protocol. The provisions of the collective agreement concerning the working hours shall also not be applied to them, excluding the regular working hours length, if the provisions were to complicate the practical implementation of the summer trainee programme.

Helsinki, 29 March 2023

Chemical Industry Federation of Finland
and Managerial Staff (YTN)

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Miira Kaukolinna
Juha Teerimäki

The Federation of Professional

Mia Adolfsson
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Eeva Salmi

4. Changes to the text as of 12 May 2023

6. Annual leave, holiday pay and holiday bonus

The following section 6, paragraph 6 is omitted:

The holiday bonus shall also be paid in respect of holiday compensation payable for a leave-earning year that has already ended if regular employment is terminated during the holiday period for reasons not due to the senior salaried employee, or when temporary employment ends during the holiday period.

7. Compensation for travelling costs

The section is changed to the following:

The employer shall pay all direct and necessary travelling costs. Unless otherwise locally agreed, the compensation shall correspond to the current tax exempt travelling cost compensation determined by the National Board of Taxes. It shall be a condition of payment of the per diem allowance that the place of work is located at a distance of a minimum of 55 kilometres from the senior salaried employee’s permanent place of work and residence.

8. Salary during sickness, maternity or paternity leave and following accidents

The table on the periods of eligibility for sick pay in section 8.1 is amended as follows:

8.1. Absence due to illness or accident

For a period of disability resulting from illness or accident, senior salaried employees shall be paid as follows:

duration of continuous employment at the onset of illness	length of paid period
at least 1 month but less than 5 years	4 weeks
5 years or longer	3 months

Section 8.2 is amended to the following:

8.2 Salary during maternity and parental leave

A senior salaried employee shall have the right to salary during maternity and parental leave as prescribed in the Employment Contracts Act.

A salaried employee entitled to maternity leave shall be paid full salary for a period of 40 weekdays during the maternity leave, provided that the duration of continuous employment before the beginning of the maternity leave has been a minimum of six months.

A parent referred to in chapter 9, section 5, subsections 1–3 of the Health Insurance Act shall be paid full salary for the first period of a maximum 28 weekdays during the maternity leave, provided that the duration of continuous employment before the beginning of the maternity leave has been a minimum of six months.

When a senior salaried employee has adopted a child who is under school age, they shall be immediately granted paid parental leave with the above prerequisites and amounts.

The maternity and parental leave pay may also be paid as a complementary wage, in which case the employer pays the difference between the salary and the maternity/parental allowance. A condition for the payment of the difference is that the employee provides a clarification on the amount of the maternity/parental allowance.

Employer's right to per diem allowances

The employer shall be entitled to claim any per diem allowance or any comparable compensation, as a refund not exceeding the sum paid by the employer, that is payable to the senior salaried employee in accordance with the law or agreement, or to reclaim said sum from the senior salaried employee in respect of the period for which the employer has paid salary for the maternity or parental leave to the senior salaried employee.

Protocol entry:

A senior salaried employee who has been granted parental leave allowance days under the Health Insurance Act shall not have the right to a paid parental leave.

The Parties note that the purpose of the sick leave salary and maternity and maternity and parental leave regulations for senior salaried employees is to correspond in all respects to the similar regulations for other salaried employees in the company, to the extent not otherwise stated in this collective agreement.

Transitional provision:

The amended provisions of section 8.2 of this collective agreement shall be applied as of 12 May 2023 to those senior salaried employees whose maternity or parental leave is subject to the parental leave provisions of the Health Insurance Act that entered into force on 1 August 2022 or whose maternity or parental leave begins on or after 12 May 2023. In other cases, the provisions on parental leaves of the previous collective agreement shall still be applied.

Protocol of signature entries

5. Continuous negotiation

The aim of continuous negotiation is to promote cooperation at workplaces, develop employment and productivity in the industry, prepare amendments to collective agreements during the agreement period and prepare joint application guidelines for situations considered difficult at workplaces.

The parties shall follow the principle of continuous negotiation during the agreement period so that various themes are negotiated and solutions are sought during the agreement period. Other matters may also be negotiated if either of the parties so proposes.

Changes to the text of the collective agreement agreed in the negotiations are subject to approval by the governing bodies of the parties, and they will enter into force on a separately agreed date.

6. Promotion of well-being at work

Well-being at work includes the goals, purpose and content of work, leadership that recognises and aligns the varying needs, resources and strengths of the work community and individuals as well as management of skills within the working community to guide the business operations towards success. Senior salaried employees who are feeling well are also productive.

As part of promoting well-being at work, the parties to the collective agreement recommend that Well-being at Work Card training be arranged at workplaces. More information on the Well-being at Work Card training is available from the federations.

Reducing the rate of illness

The development of sickness absence rates will be monitored, aiming for a reduction in sickness absences. Where necessary, ways of resolving the production-related problems caused by absences are investigated. Good practices, which have an effect on the reduction of absences due to illness, are collected. These may include early care, sick leave with the supervisor's permission and cooperation with occupational health care.

7. Equality plan and other workplace plans

The federations recommend that the various plans prepared in workplaces be combined into a practical entity. The work community development plan pursuant to the new Act on Co-operation within Undertakings may include the occupational safety and health action programme, the equality plan and the non-discrimination plan. The joining of the plans into an efficient entity helps to get an overall view, reduces the administrative load, facilitates the updating of the plans and helps to focus the discussion on the different themes to respond to the everyday needs in the workplace.

The federations stress the importance of examining the individual training needs of senior salaried employees in the course of performance appraisals or corresponding reviews.

The federations shall, where appropriate, provide advice and training on issues relating to equality and non-discrimination and promote equality and non-discrimination in the chemical industry.

8. Attracting and retaining programme of the chemical industry

Attracting and retaining capacity of the chemical industry

Together, the federations will start an industry-wide programme to maintain the good condition of employees of all ages. The programme will be implemented by 31 December 2024. Its purpose is to improve the working capacity of employees of different ages and to lengthen careers.

Extensive report and sharing of information in the chemical industry

The federations will collect good practices and concrete examples of how workplaces promote the working capacity of employees of different ages. The operations models that the industry has deemed to be good will be surveyed through an extensive joint survey implemented by the federations.

The federations will also announce different kinds of rehabilitation programmes and programmes that promote well-being at work, such as KIILA and Liikkuva työelämä, in cooperation with expert organisations.

Pilot project

To the programme will be sought volunteer pilot companies, for whom will be created a platform where the companies can network and exchange ideas. For the programme will also be sought external funding that will be used to support the purpose of the programme and provide the pilot companies with expert help, if necessary. The programme will investigate the possibility of promoting the employment of already retired persons by surveying obstacles and need for clarification in instructions and collective agreement entries.

Utilisation of results

The project will be monitored through factors such as changes in retirement age, amount of sick leave, amount of disability pensions, and whether the project has an impact on the labour shortage.

For the programme will be collected good practices and concrete examples of things such as how well people of different ages cope with work, job orientations and development of competence. Additionally, the programme will include investigating how flexible working hours, work arrangements, working hours planning, possible different incentives and the independent efforts employees make to maintain their working capacity can be used to support the objectives. These good practices will be compiled so that workplaces can utilise them and they can be published on the website.

9. Submission of the negotiation proposal and fulfilling the cooperation obligations

The references to applicable law mentioned in section 3 Giving the negotiation proposal and fulfilling the cooperation obligations are of an informative nature in terms of the section references.

10. Promotion of local collective bargaining

Senior salaried employees shall have the right to convene at the workplace outside working hours when preparing to negotiate on collective bargaining. The principles under which the shop steward may organise an event outside the working hours at the workplace shall be agreed upon locally.

11. End of the agreement period

The collective agreement is valid from 29 March 2023 to 31 January 2025 and will be extended one year at a time thereafter, unless it has been terminated in writing by either party at the latest two months before its expiry. The revised provisions of the collective agreement in section 6, paragraph 6, section 7 and sections 8.1 and 8.2 shall enter into force on 12 May 2023, and the amended provisions shall apply to maternity and parental leaves and absence due to sickness beginning on or after 12 May 2023.

The regulations of the collective agreement will remain in effect pending negotiations for a new collective agreement, until the new agreement is concluded or the negotiations have ended.

12. Approval of the Protocol of Signature

This Protocol of Signature is considered verified and approved by the signatures of the contracting federations. This Protocol of Signature has been prepared in two identical copies, one for each Party.

Helsinki, 25 May 2023

THE CHEMICAL INDUSTRY FEDERATION OF FINLAND

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THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

COLLECTIVE AGREEMENT CONCERNING SENIOR SALARIED EMPLOYEES IN THE CHEMICAL INDUSTRY

1. Scope of the collective agreement

The provisions of this collective agreement shall apply to senior salaried employees working for member companies of the Chemical Industry Federation of Finland KT, subject to the restrictions specified below.

The duties of senior salaried employees characteristically differ from those of other staff groups. The duties of senior salaried employees typically involve a relatively high degree of independence and responsibility. The content of the person's duties and responsibilities will determine whether the person falls within the scope of this collective agreement.

This collective agreement shall in no respect apply to senior salaried employees whose duties or positions involve managing a company or any independent part thereof, or who otherwise enjoy an independent status that is directly equivalent to such managerial duties. Likewise, this collective agreement shall not apply to salaried employees who represent the employer in matters of employment with respect to senior salaried employees, and who are entitled or authorised to determine the terms and conditions of employment of senior salaried employees.

2. Validity of the collective agreement

The collective agreement shall remain in force from 29 March 2023 to 31 January 2025.

The Parties note that the new collective agreement replaces the protocol approved upon between the parties for the period 2 February 2022 to 31 January 2024 as of 29 March 2023.

The collective agreement will remain in force until 31 January 2025 and thereafter for one year at a time unless either federation has terminated it in writing no later than two months before the agreement expires.

The regulations of this collective agreement shall remain in force pending negotiations for a new collective agreement, until the new agreement is concluded or the negotiations have ended.

3. Right to manage and general obligations

The employer shall be entitled to lead and distribute work and to engage and dismiss a senior salaried employee.

A senior salaried employee shall promote and oversee the employer's interests in the manner required by the employee's position.

The employer and senior salaried employee may agree otherwise on the re-employment obligation under chapter 6, section 6 of the Employment Contracts Act. Such an agreement can be made in the event of termination or expiry of the employment contract.

Continuous dialogue

In derogation from the provisions of chapter 2 of the Act on Co-operation within Undertakings, it is possible to agree locally otherwise on the implementation of continuous dialogue within the undertaking.

Protocol entry:

1. The local parties may agree, inter alia, on the implementation methods of dialogue, number of meetings and matters to be reviewed by meetings, so that the dialogue better matches the procedures already in use within the undertaking. However, the local parties may not agree on not conducting continuous dialogue at all.

2. The parties encourage open dialogue on the promotion of well-being at work and related questions, such as the diversity of work, changes in working methods relating to remote and hybrid work and reconciliation of work and family.

Submission of the negotiation proposal and fulfilling the cooperation obligations

When a company belonging to the scope of application of the Act on Co-operation within Undertakings is considering giving notice of termination to the employee, laying off or placing them on part-time employment due to financial or production-related reasons or reasons resulting from the reorganisation of the employer's operations, the cooperation obligations are deemed, in deviation from the regulations on giving the negotiation proposal and fulfilment of the duty to negotiate under chapter 3 of the Act on Co-operation within Undertakings, to have been met when the matter has been addressed in the cooperation procedure, after a written proposal for negotiations has been made, for 14 days or six (6) weeks, unless another negotiation period has been agreed.

Protocol entry

The entry above abolishes the obligation in the Act on Co-operation within Undertakings to give a written negotiations proposal no fewer than five calendar days before the start of the negotiations.

The entry means that negotiations will be conducted for a minimum of 14 days or 6 weeks after the submission of the negotiation proposal, unless otherwise agreed.

The Act on Cooperation within Undertakings is not part of the collective agreement.

Unexpected and exceptional situation

At the occurrence of an unexpected and exceptional situation that is considered a force majeure, the employer may, when layoffs are unavoidable, observe a layoff notice period of five days, unless otherwise agreed locally. A force majeure is an unexpected occurrence that is beyond the employer's control.

In such situations, the possible co-operation negotiation period is five days, unless otherwise agreed locally. An employer within the scope of application of the Act on Co-operation within Undertakings (1333/2021) must abide by the provisions of the Act on Co-operation within Undertakings, with the exceptions agreed in this section. The Act on Co-operation within Undertakings is not part of the collective agreement.

Entry on record:

A situation that occurs repeatedly (each Easter or Christmas, for instance) is not an unexpected and exceptional situation.

Disciplinary lay-off

Instead of terminating the employment relationship, under grounds for which the employer has the right to terminate or cancel the employment contract relating to a senior salaried employee, the employer shall have the right to lay off the senior salaried employee for a maximum of 45 calendar days.

Before the employer lays off the senior salaried employee on the above grounds, the employer shall provide the senior salaried employee with an opportunity to be heard regarding the grounds for the lay-off. The senior salaried employee may terminate the employment contract without observing a period of notice during a lay-off if the lay-off lasts for more than two weeks.

4. Salary

The salary of a senior salaried employee shall be agreed in the individual contract of employment (taking into account such factors as the job requirement and the performance of the senior salaried employee).

The employer can provide the wage calculation electronically or by letter. The electronic wage calculation must be in a file format that can be printed.

Salary for part-time work

When calculating the salary payable for part-time work, the hourly rate shall be determined by dividing the monthly salary by the number of regular working hours for the month in question in accordance with the working hours adjustment plan. A corresponding number of hours worked may also be used to compensate for absence from work. If the absence is compensated for by working an equal number of hours, these hours are deemed as regular working hours and no compensation for overtime is paid.

Application instructions:

Part-time salary shall be paid, for example, when the employment begins or ends on a date other than the beginning or end of a pay period, or when a salaried employee has been absent from work and the employer is not required to pay salary for the period of absence.

If the absence is not compensated for by working an equal number of hours, the following procedure shall be followed:

day or hour of absence

- the regular working days/hours included in the month in accordance with the system for averaging working hours are calculated
- the monthly salary is divided by the number of working days/hours to derive the salary for a day/hour of absence
- the salary for the day/hour of absence is deducted from the monthly salary = the part-time salary

5. Working time regulations

The regular working hours of senior salaried employees falling within the scope of the Working Hours Act shall be determined in accordance with section 5 of said Act.

Regular daily working hours may be extended by no more than four (4) hours by local agreement. Regular weekly working time may not exceed 60 hours in such cases.

Overtime shall be governed by sections 16 and 17 of the Finnish Working Hours Act, and overtime compensation shall be governed by sections 20 and 21 of said Act. The amount of the overtime compensation can be agreed differently locally on a case-by-case basis. A request from the employer and the consent of the employee shall be required for overtime work.

Protocol entry:

The purpose of the amendment to paragraph 3 is not to change the opportunity of locally agreeing on compensating possible overtime and Sunday work in accordance with section 4.

Compensation for overtime and Sunday work may be agreed with a senior salaried employee by paying the aforementioned compensation in cash as prescribed in the Working Hours Act, by granting time off in lieu pursuant to said Act, or by paying separate fixed monthly compensation based on the estimated amount of such work. The estimated number of overtime hours shall be compared with the overtime worked, and the result of this comparison shall be assessed in relation to the monthly compensation payable at intervals of one calendar year.

The maximum tracking period for the working hours of senior salaried employees is a calendar year in accordance with section 18 of the Working Hours Act.

In deviation from provision on the flexible working hours of the Finnish Working Hours Act, the employer and shop steward can locally agree on lengthening or shortening the flexible time by more than four hours and the maximum accrual so that the maximum accrual can be 120 hours. The follow-up period for the flexible working hours is one calendar year, unless otherwise locally agreed.

Protocol entry:

If a senior salaried employee's balances are constantly close to the agreed maximum amounts of the flexibility balance, the supervisor must discuss correcting the balance and the associated schedule with the senior salaried employee.

For weekly time off, the provisions of the Working Hours Act that has been in force since 31 December 2019 will be applied also in the future. A weekly time off is also deemed to be implemented when the weekly time off is divided between two weeks, as long as the most part of the weekly time off is taken during the week intended for the weekly time off.

Protocol entry:

A senior salaried employee working under a system of flexible working hours shall be free to decide on the beginning and end of daily working hours within prescribed limits of flexibility. Balance hours accruing under a system of flexible working hours shall not be eligible for overtime compensation; instead, senior salaried employees shall balance their working hours in accordance with said system.

Periodic work can also be agreed locally with the shop steward for work other than that referred to in section 7 of the Working Hours Act.

Appended to the protocol is a list of matters to be considered in adopting a working hour bank prepared by the Parties.

Flexible working hours

When agreeing on flexible working hours under the Working Hours Act, it will be taken into account that the working hours during flexible work are averaged out to the form-specific annual working hours set out in the collective agreement. The averaging period in flexible working hours is 26 weeks, unless otherwise agreed locally. Working hours-related compensation is not paid for the duration of flexible work to the extent that the salaried employee may decide on the timing of working hours and the working place.

5.1 Deviation from the working time regulations

Deviation from the working time regulations by local collective bargaining

The working hours regulations defined in section 5 of the collective agreement and employment contract regulations may be deviated from by local agreement. However, the parties to the agreement must, in all cases, observe the mandatory provisions of the Working Hours Act.

When planning the arrangement, the need for the arrangement, benefit for the company and working hour needs of the parties to the agreement must be discussed and the implementation method and compensation must be agreed. If the placement of working hours on a public holiday is agreed locally, the Sunday bonus in accordance with the Working Hours Act shall not be paid for the public holiday, unless otherwise agreed. The purpose of a locally agreed arrangement is to promote working hours solutions that will support the productivity and competitiveness of the company while paying attention to the personal working hours needs of senior salaried employees.

By an assignment of the employer

The employer can, without prejudice to section 5 of the collective agreement and employment contract and in addition to what has been agreed in them, assign a maximum of 16 regular working hours to each senior salaried employee during one calendar year. The work is assigned in situations justified and required by production needs. The working hours may not be assigned to public holidays or to Saturdays of public holiday weeks. Basic rate in addition to the monthly wage shall be paid for the additional regular working hours.

A senior salaried employee has the possibility, for appropriate and weighty personal reasons, to decline the changes in working hours according to this paragraph on a case-by-case basis.

Training and development opportunities

In addition to the regular annual working hours, the employer may direct senior salaried employees to additional, in-service, equipment, work well-being or safety training necessary for the performance of work or arrange development events for the improvement of productivity, efficiency and quality at workplace or at a place determined by the employer at maximum 8 hours per calendar year.

This time is deemed regular working hours that can be required in addition to the regular annual working hours agreed in the collective agreement. A basic rate compensation will be paid for the duration of the training or a development event.

Training and development events can be implemented so that the working day is prolonged by the duration of the training or a development event, however, at maximum by two hours per day. Training or a development event may also be carried out as a whole day. Training or development events may not be arranged on mid-week holidays.

6. Annual leave, holiday pay and holiday bonus

Annual holiday shall be granted according to law.

Different local agreements concerning the holiday period shall be allowed.

Different local agreements concerning the distribution of annual leave in excess of 12 days shall be allowed.

The salary for the annual holiday period shall be paid before the holiday begins unless it has been locally agreed that the salary will be paid on the regular salary payment day. The holiday salary may be paid on the customary salary payment day for a holiday period of no more than six days.

Unless otherwise agreed locally, the holiday bonus shall be 50 per cent of the pay for the annual holiday. Unless otherwise locally agreed, the holiday bonus shall be paid no later than the company's next regular salary payment day following the holiday. Holiday bonus may also be paid for the entire staff group at the same time.

Application instructions:

The company shall decide the payment date of the holiday bonus if the holiday bonus is paid for the entire staff group at the same time.

Protocol entry

The solutions concerning the annual holiday period and the holiday bonus are usually collective in nature and shall therefore, as a general rule, be agreed with the elected representative or, if no such representative has been elected, with another representative of employees.

If the employer gives notice to senior salaried employee on the grounds related to the person of the employee in accordance with chapter 7, section 2 of the Employment Contracts Act, or if the senior salaried employee resigns, the employer may order the senior salaried employee to take the earned leave during the period of notice regardless of the holiday period.

7. Compensation for travelling costs

The employer shall pay all direct and necessary travelling costs. Unless otherwise locally agreed, the compensation shall correspond to the current tax exempt travelling cost compensation determined by the National Board of Taxes. **It shall be a condition of payment of the per diem allowance that the place of work is located at a distance of a minimum of 55 kilometres from the senior salaried employee's permanent place of work and residence.**

Protocol entry:

The provision shall enter into force as of 12 May 2023.

8. Salary during sickness, maternity or paternity leave and following accidents

8.1. Absence due to illness or accident

For a period of disability resulting from illness or accident, senior salaried employees shall be paid as follows (in force as of 12 May 2023):

duration of continuous employment at the onset of illness	length of paid period
at least 1 month but less than 5 years	4 weeks
5 years or longer	3 months

If incapacity to work due to illness or accident begins before the employment has continued for one month, then the employer shall pay 50 per cent of the employee's salary including fringe benefits.

It shall be a condition of salary payment that the senior salaried employee authorises the employer to collect the per diem allowance to which the employee in question would be eligible under the Finnish Sickness Insurance Act (sairausvakuutuslaki, no. 1224 of 2004) and that said employee did not cause the disability through gross negligence.

8.2. Maternity, paternity and parental leave (In force until 11 May 2023)

A senior salaried employee shall be granted maternity, special maternity, paternity and parental leave for the period of entitlement to maternity, paternity or parental allowances under the Finnish Sickness Insurance Act (sairausvakuutuslaki, no. 1224 of 2004).

Full salary shall be paid to a senior salaried employee for three months of maternity leave. It shall be a condition of salary payment that the employment has lasted for at least six months before the birth of the child, and that the senior salaried employee authorises the employer to collect the per diem allowance to which said employee would be eligible under the Finnish Sickness Insurance Act. On the same conditions, when a senior salaried employee has adopted a child who is under school age, the adoptive mother shall be granted three months of paid leave comparable to maternity leave at the immediate time of adoption. No salary shall be paid for a period of parental leave.

The salary for regular working hours including fringe benefits shall be paid to a senior salaried employee for six (6) days of paternity leave. This salary shall be paid under the same conditions as for a period of maternity leave.

The maternity and paternity leave pay may also be paid as a complementary wage, in which case the employer pays the difference between the salary and the maternity/paternity allowance. A condition for the payment of the difference is that the employee provides a clarification on the amount of the maternity/paternity allowance.

Protocol entry

The Parties note that the purpose of the sick leave salary and maternity, paternity and parental leave regulations for senior salaried employees is to correspond in all respects to the similar regulations for other salaried employees in the company.

8.2 Salary during maternity and parental leave (In force as of 12 May 2023)

A senior salaried employee shall have the right to salary during maternity and parental leave as prescribed in the Employment Contracts Act.

A salaried employee entitled to maternity leave shall be paid full salary for a period of 40 weekdays during the maternity leave, provided that the duration of continuous employment before the beginning of the maternity leave has been a minimum of six months.

A parent referred to in chapter 9, section 5, subsections 1–3 of the Health Insurance Act shall be paid full salary for the first period of a maximum 28 weekdays during the maternity leave, provided that the duration of continuous employment before the beginning of the maternity leave has been a minimum of six months.

When a senior salaried employee has adopted a child who is under school age, they shall be immediately granted paid parental leave with the above prerequisites and amounts.

The maternity and parental leave pay may also be paid as a complementary wage, in which case the employer pays the difference between the salary and the maternity/parental allowance. A condition for the payment of the difference is that the employee provides a clarification on the amount of the maternity/parental allowance.

Employer's right to per diem allowances

The employer shall be entitled to claim any per diem allowance or any comparable compensation, as a refund not exceeding the sum paid by the employer, that is payable to the senior salaried employee in accordance with the law or agreement, or to reclaim said sum from the senior salaried employee in respect of the period for which the employer has paid salary for the maternity or parental leave to the senior salaried employee.

Protocol entry:

A senior salaried employee who has been granted parental leave allowance days under the Health Insurance Act shall not have the right to a paid parental leave.

The Parties note that the purpose of the sick leave salary and maternity and maternity and parental leave regulations for senior salaried employees is to correspond in all respects to the similar regulations for other salaried employees in the company, to the extent not otherwise stated in this collective agreement.

Transitional provision:

The amended provisions of section 8.2 of this collective agreement shall be applied as of 12 May 2023 to those senior salaried employees whose maternity or parental leave is subject to the parental leave provisions of the Health Insurance Act that entered into force on 1 August 2022 or whose maternity or parental leave begins on or after 12 May 2023. In other cases, the provisions on parental leaves of the previous collective agreement valid until 11 May 2023 shall be applied.

8.3. Short temporary leave of absence

In the event of any sudden illness of the senior salaried employee's child under ten years of age, or of another child under ten years of age permanently living in the senior salaried employee's home, a maximum of four days of temporary paid leave shall be granted where this is essential to care for the child or to arrange such care. It shall be a condition of granting such paid leave that both parents are gainfully employed or that the senior salaried employee is a single parent, or that a parent engaged in full-time studies is prevented from caring for the child. Certification of the child's illness in a manner corresponding to the certification required for illness of a senior salaried employee shall also be required.

No deduction shall be made from the pay of a salaried employee on account of a brief and temporary leave of absence granted due to the sudden illness of a family member or the death of a close relative. The latter term shall denote the spouse, parents or parents-in-law of the employee, the children of the family, and any brothers and sisters. The length of brief temporary leave of absence shall be determined in relation to the foregoing circumstances and any necessary travelling time.

Senior salaried employees belonging to the decision-making bodies (executive board, delegate council, representative assembly) of the participating federation (YTN) and of the national labour confederation to which it is affiliated (AKAVA) shall be permitted during their working hours to take part in meetings of said bodies that consider issues pertaining to collective bargaining.

A senior salaried employee shall be granted a day of leave with no deduction from salary when said employee's 50th or 60th birthday falls on a working day. The postponement of the day off to another date can be agreed so that it is granted within 2 months.

The parties recommend that any deduction from the salary of a senior salaried employee serving in an elected capacity in local government ensures that said employee enjoys full salary after receiving compensation for lost earnings from the public corporation concerned.

For the duration of military reserve refresher courses, the employer shall pay the senior salaried employee so that, supplemented by the reservist pay received from the State, the senior salaried employee receives full salary. This provision shall also apply to those who are trained under the Finnish Rescue Act to perform special duties relating to civil defence.

Protocol entry

The Parties note that the purpose of the regulations on short temporary leaves of absence for senior salaried employees is to correspond in all respects to the similar regulations for other salaried employees in the company.

9. Shop steward

Senior salaried employees shall have the right to elect one shop steward for the workplace, and a deputy shop steward to attend to the shop steward's duties when the latter is prevented from doing so.

It shall also be possible to elect more than one shop steward for the workplace when so locally agreed. A workplace shall refer to an establishment of the employer in a district where the employer has no other place of business nearby.

The shop steward and deputy shop steward shall be elected from among the senior salaried employees at the workplace who are covered by this agreement and who belong to organisations that are bound by this agreement. The persons elected shall be familiar with conditions at the workplace. All of the senior salaried employees at the workplace shall be given the opportunity to participate in the election.

The term of office of the shop steward and deputy shop steward shall be not less than one calendar year.

The employer shall be notified in writing of the persons elected to serve as shop steward and deputy shop steward and of any occasion on which the deputy shop steward deputises for the elected shop steward.

The responsibility of the shop steward is to maintain and develop relations of bargaining and co-operation between the employer and senior salaried employees. The shop steward shall represent senior salaried employees in local collective bargaining under this collective agreement and in issues concerning its application. In addition, the elected representative shall represent senior salaried employees in issues arising from the application and interpretation of labour legislation. At the beginning of the term of office of the shop steward, the employer shall discuss the general goals and training needs with them in order to develop the operational conditions of the company, local collective bargaining and the workplace and well-being at work.

The elected representative shall be provided with the information and scope of action that are necessary to administer the duties of the position, and shall be granted job release to the necessary extent. This job release shall be taken into account when arranging the work of a shop steward. The practical arrangements shall be agreed locally. Participation of the shop steward in local collective bargaining shall be considered as a factor that increases the need for release.

On completion of the September salaried employee statistics of the Confederation of Finnish Industries – EK, elected representatives shall be provided with salary statistics on the senior salaried employees that they represent, sorted by job title, for all employee groups of no fewer than five persons.

The shop steward shall be provided with a list of the employees belonging to the staff groups that they represent at intervals not exceeding one calendar year.

Information about the company's financial condition shall be provided to the shop steward in accordance with chapter 2, section 11, subsection 1, paragraph 3 of the Act on Co-operation within Undertakings and about financial statements in accordance with chapter 2, section 11, subsection 2, paragraph 3 of the Act on Co-operation within Undertakings. The shop steward shall have the right to once a year receive information about the names, number of flexible work agreements concluded, employment start dates, job titles and workplaces of the senior salaried employees that they represent. The elected representative shall be provided with the information of new senior salaried employees (name, position, nature of employment) no later than 2 months from the beginning of the employment.

Protocol entry

“Nature of employment” refers to information on whether the employment agreement is a regular or a fixed-term one and whether it is a full-time or part-time employment.

The principles of the determination of the salaries of the company's senior salaried employees or the principles of the applied salary system, as well as their application to the various duties of senior salaried employees, shall be explained to the senior salaried employees' elected representative.

A representative elected in accordance with this collective agreement shall enjoy the preferential employment security provided in chapter 7, section 10 of the Employment Contracts Act. The employment security of an elected representative shall begin at the start of the representative's term of office and end six months after the end of said duties. The regulations pertaining to an elected representative shall apply to a deputy elected representative when said deputy deputises for the elected representative.

Protection of shop steward candidates

These regulations on security of employment shall also be applied to a candidate for the position of shop steward at the workplace of the candidate whose candidacy has been announced to the employer in writing. Protection of candidates shall nevertheless begin no sooner than three months before the start of the term of office of the shop steward to be elected, and shall expire with respect to a candidate who is not elected when the outcome of the election has been verified.

The shop stewards and deputy shop stewards referred to in this collective agreement shall be given the opportunity to participate in training for representatives that is jointly agreed by the federations and is necessary for performing the duties of a shop steward, except where this substantially inconveniences the company's operations. No salary deductions shall be made for the training period. The intention to take part in training shall be notified at the earliest opportunity. Other training shall be arranged for the elected representative when necessary as locally agreed.

Protocol entry

The parties affirm that the above mentioned training agreed jointly by the federations shall also include so-called joint training organised jointly by the parties.

An elected representative shall be entitled to take part in vocational training under the same conditions as other senior salaried employees.

Unless otherwise locally agreed, the employer shall pay a separate monthly compensation to a senior salaried employee serving as an elected representative.

Protocol entry

The parties find that the earnings of an elected representative shall be determined according to the same principles as other senior salaried employees working in the company in positions of corresponding level.

Monthly remuneration as of 1 May 2022

Number of employees represented	Monthly remuneration
5–9	EUR 81
10–50	EUR 137
51–200	EUR 199
201–400	EUR 244
More than 400	EUR 305

Monthly remuneration as of 1 January 2024

Number of employees represented	Monthly remuneration
5–9	EUR 84
10–50	EUR 142
51–200	EUR 206
201–400	EUR 253
More than 400	EUR 316

Protocol entry

The shop steward compensation shall also be paid for the annual leave. If the task has been moved to a deputy shop steward, the compensation shall be paid to them.

10. Occupational safety and health representative

A separate monthly remuneration shall be paid to a senior salaried employee who is acting as an occupational safety and health representative elected by salaried employees. This remuneration shall be based on the scale used for the calculation of remuneration for salaried employees' occupational safety and health representative. If the occupational safety and health representative is jointly elected by the senior salaried employees, the number of persons represented by the occupational safety and health representative shall be their total number.

The occupational safety and health representative referred to above shall be protected against dismissal and layoff as prescribed in the Finnish Employment Contracts Act (työsopimuslaki, no. 55 of 2001).

The occupational safety and health representative shall have the right to attend industrial safety training that is provided during working hours and jointly approved by the parties to the agreement. The employer shall pay the direct costs of the training and compensate for loss of earnings for regular working hours.

The occupational safety and health representative shall be entitled to take part in vocational training under the same conditions as other senior salaried employees.

Occupational safety and health representative’s monthly remuneration in force from 1 April 2020 is as follows:

Number of persons represented	Monthly remuneration
5–24	EUR 71
25–100	EUR 92
101–250	EUR 119
251–400	EUR 146
More than 400	EUR 171

Occupational safety and health representative’s monthly remuneration in force from 1 January 2024 is as follows:

Number of persons represented	Monthly remuneration
5–24	EUR 75
25–100	EUR 97
101–250	EUR 125
251–400	EUR 153
More than 400	EUR 180

11. Negotiating procedure

Any dispute arising from the application or interpretation of this collective agreement or any other aspect of employment shall initially be considered between the senior salaried employee and a supervisor. If necessary, the matter may be referred for negotiation between the shop steward and a representative of the employer. If no agreement is reached locally, then a memorandum of dispute shall be prepared at the request of either party to the negotiations no later than two weeks after said negotiations have ended, after which the matter may be referred for further negotiation between the federations.

12. Local collective bargaining

Local bargaining under this collective agreement may occur between a senior salaried employee and the employer, or between the employer and an elected representative. A local agreement concluded with a shop steward shall be binding on the senior salaried employees whom said shop steward is deemed to represent.

The agreement shall be concluded in writing if a party thereto so requests. A local agreement that is valid until further notice may be terminated at three months’ notice unless otherwise agreed.

A local agreement shall continue to apply even after this collective agreement has expired in other respects.

13. Binding character of the agreement and industrial peace

This collective agreement shall bind the signatory federations and their affiliated associations, and the employers and senior salaried employees that are or have been members of said associations during the term of this protocol.

All industrial action directed against this collective agreement as a whole or in respect of any individual regulation thereof shall be prohibited. The federations and their affiliated associations shall be required to ensure that their affiliated associations, employers and senior salaried employees falling within the scope of this collective agreement also refrain from engaging in such industrial action or otherwise infringing the regulations of this collective agreement.

The Chemical Industry Federation of Finland KT and the Federation of Professional and Managerial Staff (YTN) undertake not to engage in sympathetic action in order to coerce other industrial sectors during the term of this collective agreement.

Helsinki, 25 May 2023

THE CHEMICAL INDUSTRY FEDERATION OF FINLAND

THE FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Appendix 1 Protocol on the adoption of a working hour bank

Working hour bank

The working hour bank is a system adopted in order to balance work and leisure time, allowing employees to save and have days off within the limits agreed upon in connection with the adoption of the working hour bank. The benefit of the system is increased productivity and competitiveness.

The adoption of the system is subject to local agreement. The agreement shall be made in writing between the employer and the elected employee representative.

In adopting the working hour bank, the following matters may be agreed upon, among others:

- who is covered by the system
- what kinds of days off can be saved and under which terms
- maximum amounts set for saving and borrowing days off
- how can the days off be had or ordered
- how is the functioning of the working hour bank considered between the employer and the shop steward and how can the system be changed
- termination of the agreement

With regard to earning annual holiday, days off had as full workdays or longer periods are considered equivalent to days worked.

If there is saved or borrowed balance in the working hour bank at the end of the working hour bank agreement or employment, it will be reimbursed or charged at the end of the agreement or employment.

Appendix 2 Survival clause

Survival clause

If a company or an independent part thereof, such as a production facility, finds itself in exceptional financial difficulties, modifications may be considered in the company in order to safeguard the operation of the company and the survival of the jobs.

If other measures aimed at improving efficiency alone are not sufficient to safeguard the activities of the employer and to preserve jobs, it is also possible to derogate from the provisions concerning financial benefits in the collective agreement by means of a local agreement. All or part of the salary increases which are agreed in the collective agreement may also be waived by local collective bargaining. Concluding such an agreement shall require a mutual agreement on the existence of exceptional financial difficulties. The employer shall present an adequate declaration for the evaluation of the financial situation of the company.

Such a local agreement can concern the company or an independent part thereof, and the parties to the agreement shall be the employer bound by the collective agreement and a shop steward, or, if one has not been elected, another representative of the employees. The local agreement shall be made in writing for a fixed period of time of at most one year at a time. In addition to the saving measures, the agreement may include a clause stating how the agreement will be terminated once the situation gets better, how the financial losses will be compensated, and of security of employment, if any.

When it is jointly agreed that the company is about to find itself in exceptional financial difficulties which would result in a reduction of the use of workforce, the employer may decide to extend the holiday period to last from 1 April to 31 October.

Appendix 3 Telecommuting and hybrid work

The Appendix is not part of the collective agreement

Telecommuting and hybrid work

The contracting parties encourage workplaces to use modern work possibilities promoting productivity and well-being at work. For that purpose, the contracting parties will have workplaces focus on questions that should be taken into account in telecommuting and hybrid work.

In this connection, telecommuting means working outside the actual workplace agreed in the employment contract. However, telecommuting does not refer to such work that is mainly performed outside the agreed workplace. Hybrid work refers to a model in which employees both telecommute and work in the workplace.

There is no single model that is suitable for all workplaces. However, it is important to discuss the practices that are the most suitable for each company. The positive sides of hybrid work encourage to combine telecommuting and working in the workplace.

Generally the ordinary codes of conduct at work apply to telecommuting. A telecommuter's amount of work and goals are the same as for the work performed at the workplace. An employee has the same protection of the Employment Contracts Act, the collective agreement and the social insurance in telecommuting as when working at an ordinary workplace. Accident insurance is also valid in telecommuting, but its more detailed application to work taking place outside the workplace is determined according to chapter 5 of the Workers' Compensation Act. As for occupational safety and health, it must be taken into account that an employer does not generally have possibilities to affect the working environment outside the workplace, but the employer's general duty of care under the Occupational Safety and Health Act covers all working.

The equal treatment of employees must also be taken into account in telecommuting and hybrid work, unless otherwise provided due to the work duties.

Telecommuting and hybrid work may be based on a company's guidelines, special agreements or a case-specific agreement between the employer and the employee.

The following aspects should be taken into account in telecommuting or hybrid work arrangements:

- When is telecommuting possible?
- When should everyone be present in the workplace?
- Are meetings held virtually, face to face, or as a combination of both?
- How can a sense of community be maintained?
- Amount of telecommuting, duration and expiry of the arrangement
- Telecommuting duties
- Reporting on the work completed when telecommuting
- Time during which the employee must be available
- Communication with the workplace
- Responsibilities to purchase and maintain tools and equipment
- Information security and technical support
- Monitoring of working time (if within the sphere of the Working Hours Act)

Appendix 4 Learn and earn - summer trainee programme for years 2023–2025

CHEMICAL INDUSTRY FEDERATION OF FINLAND
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

PROTOCOL
29 March 2023

The Chemical Industry Federation of Finland KT and the Federation of Professional and Managerial Staff (YTN) want to do their part in supporting the opportunities of comprehensive school, upper secondary school, 10th grade and preparatory education pupils to learn about the working life by participating in the **Tutustu työelämään ja tienaa (“Learn and earn”)** summer trainee programme.

The purpose of this summer trainee programme is to provide the youth with experiences in the industry’s operations, tasks, staff structure and cooperation models as well as opportunities offered by the industry and to give the youth an opportunity to perform practical work that suits them. Applications for the summer traineeships are submitted directly to companies.

Therefore, the parties to the agreement have agreed the following:

1. The provisions below shall apply to comprehensive school, upper secondary school, 10th grade and preparatory education pupils whose employment relationship is based on the Tutustu työelämään ja tienaa (“Learn and earn”) summer trainee programme.
2. The employment relationship according to the summer trainee programme, lasting for two weeks or ten working days, can be placed between 1 June and 31 August in 2023–2025. A young person may have several traineeships pursuant to this recommendation with the same employer in each year.
3. The wage for the completion of the Tutustu työelämään ja tienaa (“Learn and earn”) summer trainee programme is a non-recurrent sum of **EUR 365** in 2023 **EUR 375** in 2024 and 2025. The pay includes the holiday compensation accumulated during the traineeship. Statutory social security contributions are deducted from the wage according to the age of the person.
4. The provisions concerning the salaries, salary determination criteria and other benefits with a wmonetary value defined in the existing collective agreement shall not be applied to persons whose employment relationship is based on the summer trainee programme referred to in this protocol. The provisions of the collective agreement concerning the working hours shall also not be applied to them, excluding the regular working hours length, if the provisions were to complicate the practical implementation of the summer trainee programme.

Helsinki, 29 March 2023

Chemical Industry Federation of Finland
Managerial Staff (YTN)

The Federation of Professional and

Minna Etu-Seppälä

Mia Adolfsson

Miira Kaukolinna

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