



Technology Industries
of Finland



For Senior Salaried
Employees in the
Consulting Sector

COLLECTIVE AGREEMENT

25 February 2020 - 30 November 2021

COLLECTIVE AGREEMENT

FOR SENIOR SALARIED EMPLOYEES IN THE CONSULTING SECTOR

25 February 2020 - 30 November 2021

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SIGNING MINUTES OF THE COLLECTIVE AGREEMENT

Date 25 February 2020

Place Technology Industries of Finland, Eteläranta 10, Helsinki

Present Technology Industries of Finland	Federation of Professional and Managerial Staff (YTN)
Jaakko Hirvola	Teemu Hankamäki
Minna Helle	Tuula Aaltola
Jarkko Ruohoniemi	Petteri Oksa
Johanna Laine	Satu Tähkäpää

1 § **Signing of the collective agreement**

It was noted that a collective agreement corresponding to the negotiated settlement reached on 18 February 2020 shall enter into force upon signature of the agreement on 25 February 2020.

The agreement has been restructured following the work of the federations joint working group. These structural changes shall have no effect on previous interpretations. Amended or new entries are indicated by vertical lines in the page margins.

The changes to the contents of the agreement shall take effect on 25 February 2020, unless otherwise stipulated in the relevant section(s) of the agreement. The provisions of the agreement that expired on 31 October 2019 shall be observed until the entry into force of such changes.

2 § **Salary settlement**

Salary adjustments

Year 2020

Negotiations on the salary settlement and its grounds

The salary settlement will be negotiated locally, taking account of the volume of orders and the financial and employment situation at the company or workplace, as well as its cost competitiveness in the market. In good time before the start of local negotiations, the employer shall provide the shop steward with the required information on the volume of orders and the financial and employment situation of the company or workplace and of their anticipated development.

Signing minutes of the collective agreement

For the basis of the negotiations, it would also be appropriate to provide information on the grounds for the proposed salary settlement.

The objective of the local negotiations is to reach a salary settlement in line with the circumstances of each company or workplace. Another objective is to support incentives for salary formulation, an equitable salary structure, salary grading and the advancement of productivity in the workplace.

Local salary settlements

A local salary settlement shall settle the implementation method, timing and amount of salary adjustments. The agreement shall be signed with the shop steward or, if no shop steward has been elected, with senior salaried employees in a manner jointly agreed by them. The agreement shall be made in writing by 29 February 2020, unless an extended bargaining period is agreed on.

Implementation method of salary adjustments in the absence of a local salary settlement

In no local salary settlement is reached, salaries of each senior salaried employee shall be adjusted by a general increase of 1.3% no later than on 1 March 2020 or at the start of the pay period beginning soonest thereafter.

Information to be provided to the shop steward

The shop steward is entitled, within a reasonable time after salary increases, to receive a report on the allocation of the locally agreed salary settlement or the salary settlement adopted by the employer. The report shall indicate the number of senior salaried employees, how many of them received a salary increase, the amount of average salary increase and the total amount of salary increase received by senior salaried employees (total sum of salaries of senior salaried employees before and after the salary increase).

Year 2021

Negotiations on the salary settlement and its grounds

The salary settlement will be negotiated locally, taking account of the volume of orders and the financial and employment situation at the company or workplace, as well as its cost competitiveness in the market. In good time before the start of local negotiations, the employer shall provide the shop steward with the required information on the volume of orders and the financial and employment situation of the company or workplace and of their anticipated development. For the basis of the negotiations, it would also be appropriate to provide information on the grounds for the proposed salary settlement.

The objective of the local negotiations is to reach a salary settlement in line with the circumstances of each company or workplace. Another objective is to support incentives for salary formulation, an equitable salary structure, salary grading and the advancement of productivity in the workplace.

Local salary settlements

A local salary settlement shall settle the implementation method, timing and amount of salary adjustments. The agreement shall be signed with the shop steward or, if no shop steward has been elected, with senior salaried employees in a manner jointly agreed by them. The agreement shall be made in writing by 15 January 2021, unless an extended bargaining period is agreed on.

Implementation method of salary adjustments in the absence of a local wage settlement

If no local salary settlement is reached, salaries of each senior salaried employee shall be adjusted by a general increase of 1.2% no later than on 1 February 2021 or at the start of the pay period beginning soonest thereafter.

In addition, a company- or workplace-specific element, amounting to 0.8% of the total salaries of senior salaried employees, including benefits in kind, during the previous month, shall be used to increase the salaries of the senior salaried employees on 1 February 2021 or at the start of the pay period beginning soonest thereafter. Employer shall distribute the amount by allocating personal increases to individual members of senior salaried employees.

The purpose of the company- or workplace-specific element is to support incentives for salary formulation, equitable salary structure and salary grading, the advancement of productivity in the workplace, the implementation of the employer's salary policy, and to correct possible distortions.

Senior salaried employees' expertise and performance at work will be the guiding factors affecting the distribution of personal salary increases.

Information to be provided to the shop steward

The shop steward is entitled, within a reasonable time after salary increases, to receive a report on the allocation of the locally agreed salary settlement or the salary settlement adopted by the employer. The report shall indicate the number of senior salaried employees, how many of them received a salary increase, the amount of average salary increase and the total amount of salary increase received

by senior salaried employees (total sum of salaries of senior salaried employees before and after the salary increases).

3 § **Well-being at work and maintenance of work ability**

Occupational well-being activities consist of the continuous and comprehensive development of work, the work environment and the work community. The well-being of staff creates conditions for successful business. The shrinking of the working-age population emphasises the importance of measures aimed to extend careers.

The federation encourage participation in the ongoing Work Cycle Carries - productive wellbeing project as well as in the Well-being and Productivity project that begins during the agreement period and continue to support participating workplaces in the implementation of well-being projects.

Special attention shall be paid to employees' work ability and work-related stress. Workplaces should use workplace surveys drawn up by occupational health care, as well as risk assessments and human resources plans, to reduce the incidence of illness and the resulting absences. Individual measures for the maintenance of working ability shall be designed on the basis of the above-mentioned tools where necessary. In this work, workplaces can draw on the common materials created by the labour market organisations.

Promotion of work ability and functional capacity of aged employees at the workplace

On the basis of the survey conducted by the employer, the employer and senior salaried employee aged 58 or over shall discuss measures for supporting the employee's ability to keep on working

Staff training

The federations shall provide joint guidance on organisation of training that promotes employees' professional skills and on drawing up training plans at workplaces.

In addition to regular annual working hours the employer may assign senior salaried employees a maximum of 8 hours per calendar year of training, if such training is necessary to perform the work and is of additional or complementary nature or related to the use of devices, wellbeing at work or safety, or of development occasions for boosting productivity, effectivity or quality at the workplace or in another location of the employer's choosing. The employer shall notify the senior salaried employee concerned of the training assigned

to said employee at least one week in advance. When assigning such training or development events, the senior salaried employee's personal needs regarding working time shall, where possible, be taken into account

Time spent on such training or developing occasion shall be counted as regular working hours on top of the regular annual working hours provided for in the collective agreement. A remuneration corresponding to a basic rate of pay shall be paid for time spent on such training or developing occasion. Training or developing occasion may also be organised as an all-day event. Training or developing event shall not be scheduled for mid-week public holidays or the Saturday of a week that includes a mid-week public holiday. A senior salaried employee may refuse to attend the training assigned by the employer on a case-by-case basis for proper and weighty personal reasons.

4 § Functionality of personnel representation

The federations renewed the mandate of the working group established in the previous agreement period. The task of the working group is to organise common, cross-industry training on the role of shop stewards. The training shall focus on discussion of the goals and functionality of the bargaining system and on the information to be provided to shop stewards. The working group shall also, if necessary, continue reviewing and assessing the functionality and coverage of the shop steward system for improving conditions for local bargaining.

5 § Reimbursement of travel expenses

Reimbursements for travel expenses within the prescribed tax exemption limits and the conditions for such reimbursements, shall be determined during the term of the agreement in accordance with the decisions of the Finnish Tax Administration.

6 § Continuous negotiation procedure

The parties agree to observe the principle of continuous negotiation. The federations shall, through the working group of continuous negotiation, monitor practical implementations of new working time elements and assess their functioning and potential development.

7 § Development of remuneration

The federations shall establish a working group to study matters pertaining to remuneration, and in particular the impact of the business environment on the competitiveness, cost structure and appeal of the industry and company during the term of the agreement. The working group's findings shall be made use of when developing the provisions of the collective agreement on remuneration. Furthermore, the working group shall promote the company-specific salary formation by supporting local parties in agreeing on salary settlement and shall draw up joint guidelines on the remuneration of senior salaried employees by 30 November 2020.

8 § Scope of application

Persons belonging to or contributing to the direction of an company or a place of business within the meaning of section 1 of the collective agreement shall also include comparable persons in senior supervisory positions who are accountable for financial performance

9 § Equality

The federations consider the promotion of equality between the sexes at workplaces in accordance with the Act on Equality between Women and Men to be important and, for the attainment of this objective, emphasise the significance of fulfilling the obligations and taking the measures specified by law.

10 § Appended agreements

The enclosed protocol on increased practical training opportunities associated with vocational training (of 27 June 2001) shall be observed as part of the collective agreement.

The federations will agree on a summer internship program of work familiarisation and earning opportunity in accordance with the potential recommendation of the national labour and employer confederations.

11 § Prevention of inappropriate behaviour

The federations shall establish a working group to study ways to effectively prevent and intervene in possible inappropriate behaviour in the workplace during the term of the agreement. On the basis of the study, the working group shall, where possible, draw up a joint recommendation for action to intervene in harassment and inappropriate behaviour or for creating an operating model.

12 § Examination of the minutes

It was agreed that Jaakko Hirvola, Minna Helle, Teemu Hankamäki and Tuula Aaltola will examine these minutes.

In witness thereof
Jarkko Ruohoniemi

Reviewers

Jaakko Hirvola

Teemu Hankamäki

Minna Helle

Tuula Aaltola

COLLECTIVE AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE CONSULTING SECTOR

INTRODUCTION

1. The cooperation between a company and its senior salaried employees is of increasing importance in the company's operations. Therefore, and to enhance dynamic and individual employment policies for senior salaried employees in the labour market, the Federation of Finnish Technology Industries and the Federation of Professional and Managerial Staff (YTN) ("the federations") have agreed on the following collective bargaining agreement (collective agreement).
2. Considering the senior salaried employee's position, education, work experience and responsibilities, the relationship between an company and its senior salaried employee shall be confidential, and the company shall support a senior salaried employee in exercising the duties, developing himself/herself and representing the company in general and in relation to other personnel groups.
3. The federations shall endeavour to promote a dynamic, motivating and individual employment policy with regard to senior salaried employees in such a way that the general terms of employment of senior salaried employees shall, as a whole, be in line with senior salaried employees' general terms in the business sector, except where the position or the nature of the work of senior salaried employees dictates otherwise. The general principles observed in the labour market in respect of the development, education and occupational safety and health shall also apply to senior salaried employees.
4. The federations shall jointly and actively monitor overall development in the terms of employment of senior salaried employees and, where necessary, endeavour to influence the same.
5. The competitiveness of a company and the well-being of staff require continuous development of the company's operations. To this end, the federations, for their part, shall contribute to developing the cooperation and to utilising human resources. These development measures shall be aimed at increasing productivity and generating meaningful and challenging tasks.
6. Adequate professional competence of staff and thus the need for continuous training are crucial for the success of a company. The

federations endeavour to promote appropriate vocational training in response to companies' and senior salaried employees' need.

7. Joint training plays an important role in developing cooperation at the workplace. The federations shall develop joint training as separately agreed between them.
8. Training is an investment, whose profitability depends on training needs of the senior salaried employees working in the company, the company's financial situation and the company's development plan. Successful training that promotes mutual interests of the company and the senior salaried employee can only be based on true cooperation, acceptance of the need for training and commitment. The objective is to develop and maintain the senior salaried employee's expertise and skills so that it corresponds to the company's and the senior salaried employee's development needs. The federations stress the importance of systematic human resources development.
9. The employer shall, if necessary, provide an opportunity for a senior salaried employee to take part annually in vocational training enabling maintenance and improvement of the employee's vocational skills. The need for training may be verified, for example, at performance appraisals conducted between the employer and the senior salaried employee. courses to maintain and increase their professional competence once a year. The need for training may arise, for example, as a result of a performance review between an employee and their employer.

Entry in the minutes:

Under section 16 of the Act on Co-operation within Undertakings an annual human resources plan and training objectives must be prepared in cooperation negotiations in order to maintain and improve the occupational skills of senior salaried employees.

Foreseeable changes in company operations of evident relevance to the structure, number or occupational skills of the staff must be considered when preparing a human resources plan and training objectives.

GENERAL PROVISIONS

1 Scope of application

1. This collective agreement shall apply to senior salaried employees employed by companies affiliated as members of the consulting sector of Technology Industries of Finland.
2. The duties of senior salaried employees require knowledge and skills of a standard corresponding to a university or higher-level professional education. Formal educational qualifications or the lack thereof shall not, however, alone decide the issue of whether a person is a senior salaried employee.
3. The duties of senior salaried employees typically involve a relatively high degree of independence and responsibility. In practice, the work of a senior salaried employee in a company is to perform designing, consulting or expert functions or supervisory duties. The duties of a senior salaried employee are more demanding than the functions falling within the scope of the collective agreement for salaried employees in the consulting sector.
4. The main duties of a salaried employee determine to which specific personnel group the said employee belongs to.
5. The collective agreement shall not apply to
 - persons belonging to or contributing to the direction of company or place of business,
 - comparable experts assisting in such direction or
 - persons representing the company in matters relating to senior salaried employees and who are entitled or authorised to decide on the terms and conditions of employment of senior salaried employees.

Entry in the minutes:

The wording concerning the scope of application does not imply a change in the previous scope of application of the collective agreement.

2 Freedom of association

Freedom of association shall be mutually inviolable.

3 Group life insurance

Group life insurance arrangement shall cover senior salaried employees.

REMUNERATION

4 Salaries

1. The salary of a senior salaried employee shall be agreed individually in an employment contract, having regard to the demands of the position and the senior salaried employee's education and professional qualifications. Part of the overall earnings may be determined on the basis of variable pay factors defined specifically for the workplace.
2. Salary increases based on the collective agreement shall be effected in accordance with the signing minutes. The salary increases based on the collective agreement may be derogated from or superseded by a company- or workplace-specific performance-based system of remuneration.

5 Salary policy

1. The salary policy applicable to the staff shall be determined within the company. The federations recommend that salaries be graded according to the demands of the work and that the salary policy aims to reward job performance and to improve the company's efficiency and profitability.
2. The salary policy should be based either wholly or partly on the following principles. The salary policy should
 - build on the business idea of a company and support its implementation,
 - support development in the company's efficiency, profitability and competitiveness,
 - be individual and take into account the demands and responsibility of a senior salaried employee's duties as well as the employee's competence and results on the job,
 - reward for individual abilities and skills such as information management and project management skills, judgement, initiative, innovation and cooperative skills,

- incentivise individuals to deepen and broaden their professional skills,
 - support attainment of the joint objectives set for the working community and collaboration across boundaries of function and personnel group,
 - be of clear, long-term and consistent character, while allowing for flexibility when required by company's operating conditions or business idea.
3. A precondition for the success of a salary policy is a consensus on the principles underlying a salary policy and discussions between a senior salaried employee and a supervisor concerning job performance and its influence on salary.

Entry in the minutes:

The salary policy section has the character of a recommendation/procedural guidelines, and deviations from it shall not be held to constitute a breach of collective agreement under the Collective Agreements Act.

WORKING TIME

6 General provisions on organisation of working time

6.1 Work roster

In the workplace, a work roster indicating the start and end times of regular working hours as well as weekly days off, shall be drawn up. Ideally a work roster should also be drawn up for part-time work or irregular and temporary shifts.

6.2 Averaging plan

When working hours are arranged on the basis of an average, a plan for averaging out the working hours shall be drawn up in advance for at least the period over which regular working hours average out at the agreed number.

6.3 Changes to work roster and averaging plan

Unless otherwise agreed locally, changes in the current roster and averaging plan shall be communicated to the affected senior salaried employees, if possible, one week before the change is implemented, and in any case no later than on the third day before the implementation.

6.4 Shift length

Work shifts under four hours shall not be used, except where shorter shifts are necessary due to a senior salaried employee's needs or some other due reason.

7 Regular working hours and regular working hours arrangements

7.1 Length of regular working hours

1. Regular working hours shall not exceed 7.5 hours per day or 37.5 hours per week, unless otherwise agreed locally.

Entry in the minutes:

This provision shall not entail a change in the regular working hours that are being followed when the collective agreement enters into force in so far as regular working hours do not exceed eight hours per day or 40 hours per week. When changes to regular working hours are agreed locally, the impact of the changes on remuneration shall also be agreed on at the same time.

7.2 Regular working hours during weeks that include a mid-week public holiday

1. Days off that shorten the regular working hours on weeks that include a mid-week public holiday shall include the following mid-week public holidays as well as the Saturdays of such weeks:
 - New Year's Day
 - Epiphany
 - Good Friday
 - Easter Monday
 - May Day
 - Ascension Day
 - Midsummer's Eve
 - Finland's Independence Day
 - Christmas Eve
 - Christmas Day
 - Boxing Day
2. During a week that includes a mid-week public holiday, the regular working hours on the eve of a public holiday falling on an ordinary weekday shall be the same as on other weekdays, unless otherwise agreed locally.

7.3 Average regular working hours

1. When using average working hours, maximum daily and weekly working hours may be agreed locally. The averaging of working hours can be effected over a period not exceeding one year.

The principles according to which hours are averaged out shall be agreed locally.

2. Regarding the averaging plan, see also section 6.2.

7.4 Derogations from the provisions on working hours

7.4.1 By local agreement

1. The provisions concerning working hours laid down in section 7.1 of the collective agreement and individual employment contracts may be derogated from by local agreements. However, the mandatory provisions of the Finnish Working Hours Act must be observed in every case.
2. When devising such local arrangement, the need for the arrangement, the benefits of the arrangement for the company and the needs of the parties in respect of working hours shall be discussed and the implementation method and compensation shall be agreed. If it is locally agreed that working hours can be scheduled on mid-week public holidays, Sunday bonus pursuant to the Working Hours Act shall not be payable for the work performed on a mid-week public holiday, unless otherwise agreed. The purpose of locally agreed arrangements is to advance working time arrangements that promote the profitability and competitiveness of the company and support consideration of senior salaried employees' individual needs regarding working.

7.4.2 On employers' orders

Notwithstanding the section 7.1 of the collective agreement and provisions of individual employment contracts and in addition to what is agreed thereof, the employer may assign a maximum of 16 additional regular working hours per calendar year to each senior salaried employee. Such work is assigned when necessary for production-related reasons. Additional working hours may not be scheduled on mid-week public holidays or on the Saturday of a week that includes a mid-week public holiday. A basic rate of pay on top of a monthly salary shall be paid for additional regular working hours. The senior salaried employees concerned shall be notified of changes to the current schedule of working hours at least one week before the change is implemented. A senior salaried employee may refuse to work on the employer's orders under this paragraph on a case-by-case basis for proper and weighty personal reasons.

7.5 Flexitime

1. Maximum accumulation of hours on flexitime can be agreed locally even in a manner that derogates from the Working Hours Act; however, the maximum accumulation of hours may not exceed 120 hours.
2. Should the work volume so require, the employer may order a senior salaried employee to take accumulated surplus hours as time off and, if necessary, even as whole days off, by notifying the senior salaried employee in question one week in advance. Similarly, a senior salaried employee may, if the work volume so permits, take accumulated surplus hours as full days off by notifying the employer thereof one week in advance.
3. The length of a monitoring period referred to in the Working Hours Act in the context of flexible working hours, shall be six months. However, monitoring periods of up to 12 months may be agreed locally.

7.6 Working time bank

1. The adoption of a working time bank shall be agreed locally.
2. The Finnish Association of Consulting Firms (SKOL) and the Federation of Professional and Managerial Staff (YTN) have drawn up a common guidance on working time bank (enclosed).

8 Exceeding regular working hours

8.1 Additional work

1. Additional work means work that is performed on the employer's initiative and with the consent of the senior salaried employee in addition to the agreed regular working hours, but without exceeding 8 hours per day and 40 hours per week. When using flexitime or flexible working time arrangement, additional work must be explicitly agreed upon.
2. Additional work shall not constitute overtime.
3. A simple hourly rate shall be paid for additional work.

8.2 Overtime

1. The averaging period for maximum overall working hours as specified in the Working Hours Act, shall be six months. Averaging periods of up to 12 months may be agreed locally for technical reasons or reasons pertaining to organising work.

Annual holidays and flexible leave

Instructions for application:

Instead of a calendar year, a one-year period beginning of the pay period for which salaries are first paid the beginning of a new calendar year.

2. Overtime shall be compensated in accordance with the Working Hours Act. When calculating the increased salary payable for overtime, the base rate for overtime compensation shall be calculated so, that a monthly salary, including benefits in kind, shall be divided by 158 when the regular weekly working time is 37,5 hours, and by 160, when the regular weekly working time is 40 hours.

ANNUAL HOLIDAYS AND FLEXIBLE LEAVE

9 Annual holiday

9.1 Payment of annual holiday pay

In derogation of section 15 of the Annual Holidays Act, the time when annual holiday pay is remitted may be locally agreed otherwise.

9.2 Holiday bonus

9.2.1 Holiday bonus and its payment

Unless otherwise agreed locally, a holiday bonus of 50 % of the senior salaried employee's annual holiday pay shall be paid not later than in connection with the next regular salary payment after the end of the annual leave.

9.2.2 Exchange of holiday bonus for leave

1. If a senior salaried employee and the employer agree in writing that a holiday bonus is exchanged for corresponding paid leave, the full holiday bonus for a 24-day (four-week) holiday is equivalent to a leave of 12 weekdays (two weeks).
2. Holiday bonus leave shall be granted to a senior salaried employee at the time specified by the employer unless the parties agree on about another time.
3. A senior salaried employee shall earn annual leave during a holiday bonus leave.
4. Regarding the exchange of a holiday bonus for a leave, see also section 10.

9.2.3 Compensation corresponding to holiday bonus upon the termination of employment

A senior salaried employee shall be paid a compensation in the amount of the holiday bonus calculated on the basis of the holiday compensation, if the employment relationship ends for reasons not attributable to the senior salaried employee. However, no such compensation shall be paid when an employment relationship ends during a probationary period or where the period of a fixed-term employment relationship is less than one year.

9.3 Carried-over leave

A senior salaried employee shall be entitled to save the part of the holiday days (winter and summer) that the employee has earned in excess of 18 days each holiday year, to be taken later as carried-over leave under section 27 of the Annual Holidays Act.

10 Flexible leave

1. Exchange of holiday bonus and leaves based on working time arrangements for flexible leave may be agreed locally.
2. Flexible leave shall otherwise be subject to the provisions of section 27 of the Annual Holidays Act but the time when the leave is taken must be agreed.
3. No holiday bonus shall be payable for flexible leave.

TRAVEL

11 Reimbursement of travel expenses

1. Unless otherwise agreed locally, the employer shall reimburse senior salaried employees for necessary work-related travel expenses in accordance with the bases and amounts set out in Appendix 2 in respect of expenses, per diems and mileage allowances. In other respects, the company-specific written instructions (travel policy) shall be observed.

Entry in the minutes:

Companies with no more than 10 senior salaried employees need not draw up a written travel policy.

12 Travel during time off

12.1 Travel during time off and compensation thereof

1. Time spent on travel shall not count as working time.
2. Compensation for travel during time off shall be agreed locally. Different compensation practices for different types of travel may be agreed locally.
3. Unless otherwise agreed locally, travel during time off shall be compensated as follows:
 - Travel during time off for the purpose of customer projects shall be compensated by paying an hourly rate of 19 euros for travel time that exceeds two hours during time off in a travel day. The hourly compensation shall be paid when at least 30 minutes per each hour has elapsed. The hourly compensation shall be paid for a maximum of 8 hours for a working day and for a maximum of 10 hours for a day off.
 - No compensation shall be payable for travel time during time off in connection with the participation of a senior salaried employee in training courses or industry-relevant trade shows.
 - Travel time shall include
 - the time spent travelling between home and the work site or between the regular workplace and work site or sites
 - the time spent travelling on and switching between modes of transport, including unavoidable waiting time.
 - Travel time shall not include
 - the time spent in accommodation during a travel or
 - the time spent on work sites.
 - If the number of working hours determined in the work roster cannot be performed during the same 24-hour travel day, no deductions shall nevertheless be made from a senior salaried employee's monthly salary.

12.2 Examples of terms of compensation that may be agreed locally

1. Compensation for travel time may be agreed in accordance with, for example, the following alternative ways:
 - a) Compensation for time spent travelling outside regular working hours shall be agreed, as necessary, between a supervisor and a senior salaried employee (in particular when the compensation for

travelling time pursuant to the collective agreement would be disproportionate to the salary payable).

- b)** If a substantial amount of travel pertains to temporary duties or to work of project character, the amount of travelling time accrued by the senior salaried employee shall be monitored and said travel time may be compensated, for example, by a lump sum payment paid at regular intervals.
- c)** If the work duties of a senior salaried employee involve a significant proportion of continual or regularly recurrent travelling outside regular working hours and the senior salaried employee is, on account of the nature of the duties, in a position to decide independently when to undertake business trips and how to use working hours, these elements shall be taken into account in the bases of salary.
- d)** In other cases, compensation for travel time shall be agreed on a case-by-case basis.

Entry in the minutes:

Technology Industries of Finland informs its member organisations of the following basis of reimbursement for travel time, which was agreed in connection with the collective bargaining negotiations, but which does not constitute a provision of the collective agreement:

Unless otherwise agreed, a senior salaried employee shall be paid a basic hourly rate for the hours spent travelling during time when the employee would, according to the work roster, be off work, insofar as the employer is able to charge the customer for such hours.

- 2. The collective agreement shall not change those local agreements in which the agreed reimbursement for travel time is higher than in the collective agreement.

SOCIAL PROVISIONS

13 Sick leave

13.1 Conditions for sick pay

- 1. If a senior salaried employee is incapacitated for work due to illness or accident and has not caused the incapacity deliberately or through gross negligence, the senior salaried employee shall be entitled, while the incapacity continues, to a salary, including benefits,

equal to what the employee would have earned on the job during regular working hours as follows:

Length of continuous employment	Maximum period of paid sick leave
Less than one month	50% of salary pursuant to chapter 2, section 11 of the Employment Contracts Act
At least one month but less than one year	4 weeks
At least one year but less than 5 years	5 weeks
At least 5 years	3 months

2. A senior salaried employee is obliged to notify the employer without delay of the incapability to work due to illness and of the estimated date on which such incapacity is expected to end.
3. A senior salaried employee shall, upon the employer's request, provide an acceptable evidence of the illness. At the employer's request, a senior salaried employee must present a medical certificate issued by the company's occupational physician, or another medical certificate approved by the employer. Should the employer not accept the medical certificate supplied by a senior salaried employee and refer the senior salaried employee for examination by another designated physician, the employer shall reimburse the resulting physician's fee for medical certificate.
4. If a senior salaried employee has concealed an illness from the employer at the time of concluding the employment contract, the employer shall bear no obligation to pay salary for a period of illness.

13.2 Recurrence of previous illness

1. If the senior salaried employee's incapability due to the same illness recurs within 30 calendar days of the return to work, the senior salaried employee shall not be entitled to a new period of paid sick leave under section 13.1, but instead the salary for the period of illness shall be paid for a total maximum period shown in the table calculated as if a single uninterrupted period of illness had occurred
2. If the employer's obligation to pay sick pay has already ended during the previous period of incapacity, the employer shall nevertheless

pay the salary for the one-day waiting period provided for in chapter 8, section 7, subsection 2 of the Health Insurance Act.

3. The question of whether an illness is the same or different shall be settled on the basis of a decision taken by the Social Insurance Institution (KELA).

14 Family leaves

1. A senior salaried employee shall be granted maternity leave, paternity leave and parental leave for the period of eligibility for maternity allowance, paternity allowance and parental allowance under the Health Insurance Act.
2. For the maternity leave, the full salary for a period of three months shall be paid, provided that the senior salaried employee otherwise would be entitled to receive salary for a corresponding period and the employment relationship of the employee has lasted without interruption for at least six months preceding the birth of the child.
3. With respect to the paternity leave of 18 weekdays under the Health Insurance Act, a senior salaried employee shall be paid a salary for regular working hours, including benefits in kind, for one paternity leave period of up to six weekdays. The payment of paternity leave salary shall follow the same conditions and other rules as payment of maternity leave salary. Adoptive fathers shall also be entitled to paid paternity leave.

15 Deductions from sick pay, maternity pay and paternity pay

For the period for which the employer has paid a senior salaried employee the salary on the basis of section 13 or 14 above, the employer shall be entitled to collect any statutory or agreed daily allowance or comparable benefit payable to the senior salaried employee or to recoup said amount from the senior salaried employee, however, to the extent not exceeding the amount paid by the employer.

16 Short temporary leave of absence

1. A short temporary leave of absence granted due to a sudden illness within the senior salaried employee's family or the death of a close relative, shall not be deducted from the senior salaried employee's salary or annual holiday. A close relative, in this context, refers to

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a spouse, the employee's and the spouse's parents, children of the employee's family and the employee's brothers, sisters and grandparents.

2. The length of a short temporary leave of absence shall be determined in relation to the aforesaid circumstances and the travel time required.

Instructions for application:

In cases of sudden illness, a short temporary leave of absence is intended for arranging appropriate care. At the employer's request, the employee must present proof of the need for a short temporary absence.

3. The federations recommend that in the case of a military reserve training, the companies pay the senior salaried employee a proportion of the salary so that the reservist pay from the State and salary paid by the employer together correspond to the senior salaried employee's full salary benefits.

REDUCING OF PERSONNEL ON COLLECTIVE GROUNDS

17 Cooperation procedure

17.1 Calculation of negotiating period

The negotiating period within the meaning of the Act on Co-operation within Undertakings shall be calculated as of the submission of the negotiation proposal.

17.2 Plan and principles of action

1. The employer shall, at the commencement of the cooperation negotiations concerning at least 10 employees as provided for in chapter 8 of the Act on Co-operation within Undertakings, present a plan of action. The contents of the plan shall be negotiated with the personnel representatives. The plan shall set out the applicable negotiation procedures and forms, the planned timetable and the planned principles of action to be observed in regard to job-seeking, education and use of public employment services during the notice period. The plan shall take into account the existing norms on procedures for reducing the workforce.
2. If the cooperation negotiations under chapter 8 of the Act on Co-operation within Undertakings concern less than 10 employees, the envisaged principles of action to be observed in respect of job

search, education and use of public employment services shall be presented under the cooperation procedure.

17.3 Changes to human resources plan

Necessary changes to the human resources plan shall also be addressed in connection with the cooperation procedure relating to intended workforce reduction.

17.4 Identification of public employment services

After the commencement of the cooperation procedure or in small companies the redundancy procedure, the employer and the employment authority shall, in collaboration and without undue delay, survey the necessary public employment services that support re-employment. Personnel representatives shall also contribute to the cooperation.

18 Change security operating model

18.1 Overview

The objective of the change security operating model between the employer, employees and the employment authority, is to improve cooperation and help an employee to get re-employed as soon as possible.

18.2 Employment plan

1. The employer has an obligation to inform a senior salaried employee of the right to have an employment plan and to increased rates of unemployment benefits.
2. The employer shall, at the request of the senior salaried employee, provide the employment authorities with information about the employee's education, work experience and work duties for an employment plan.
3. The senior salaried employee and the employer may agree separately that the employer will contribute to the drafting of the employment plan.

18.3 Re-employment leave

1. Unless otherwise agreed after the serving of notice to terminate an employment contract, the senior salaried employee shall be entitled

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to a leave without loss of earnings during the notice period for the purpose of participating

- in drawing up an employment plan,
 - in labour political training pursuant to the employment plan,
 - in traineeships or on-the-job training,
 - in job-seeking on the senior salaried employee's own initiative or at the initiative of public authorities and attending job interviews, or
 - in re-employment coaching.
2. The length of re-employment leave shall be determined on the basis of the length of the notice period as follows:

Length of notice period	Length of re-employment leave
No longer than one month	5 days
Longer than one month but no longer than 4 months	10 days
Longer than 4 months	20 days

3. In addition to the above, a senior salaried employee shall be entitled to a maximum of five working days of re-employment leave to take part in labour political adult education, traineeship and on-the-job training in accordance with the employment plan.
4. The condition for obtaining the leaves referred to above, is that exercise of the leave must not cause substantial inconvenience to the employer.
5. The senior salaried employee shall notify the employer of the leave without delay and, when requested, present a reliable account on the grounds for the leave.

19 Re-employment obligation

The re-employment obligation pursuant to chapter 6, section 6 of the Employment Contracts Act may be derogated from by an agreement between the employer and a senior salaried employee. Such agreement shall be concluded separately in writing at the time of termination of employment contract and shall address the measures taken by the employer to promote re-employment of the senior salaried employee.

NOTICE PERIODS

20 Notice periods

1. Unless otherwise agreed, the notice periods which the employer shall observe when the employment relationship has continued without interruption are as follows:

Duration of employment	Notice period
No more than one year	14 days
More than one year but no more than 4 years	1 month
More than 4 years but no more than 8 years	2 months
More than 8 years but no more than 12 years	4 months
More than 12 years	6 months

2. Unless otherwise agreed, the notice periods which the senior salaried employee shall observe when the employment relationship has continued without interruption are as follows

Duration of employment	Notice period
No more than 5 years	14 days
More than 5 years	1 month

LOCAL COOPERATION AND INDUSTRIAL RELATIONS

21 Local bargaining within the meaning of the collective agreement

1. Local bargaining referred to in the collective agreement is possible either between the employer and a senior salaried employee or between the employer and a shop steward of senior salaried employees. An agreement concluded with a shop steward shall be binding on those senior salaried employees whom the shop steward is considered to represent.
2. A local agreement may be concluded for a fixed term or for an indefinite period of time. Unless otherwise agreed, an agreement that is in force indefinitely may be terminated at three months' notice.

3. An agreement shall be made in writing if either of the parties there-to so requests. A local agreement made between an employer and a shop steward that are to be in force for a period exceeding two weeks shall be in writing, except where both parties consider a written agreement unnecessary.
4. A local agreement within the meaning of this section shall form a part of this collective agreement. A local agreement shall remain in force even after the validity of the collective agreement has otherwise expired. During the time when there is no collective agreement in force and within one month after the entry into force of a new collective agreement, a fixed-term local agreement may be terminated by giving three months' notice.

22 Organisation of local cooperation

22.1 Induction training

The shop steward and occupational safety and health representative shall contribute to the induction training for new senior salaried employees in a manner agreed locally.

22.2 Cooperation body

Establishing of a cooperation body to deal with, for example, issues pertaining to development activities, may be agreed locally. Such cooperation body may replace separate cooperation and occupational safety and health committees and other similar committees. The same cooperation body may also be responsible for actions and plans pursued under the Act on Co-operation within Undertakings, the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, the Finnish Occupational Health Care Act and the Act on Equality Between Women and Men to the extent agreed locally.

22.3 Occupational safety and health cooperation and occupational safety and health representative

22.3.1 Occupational safety and health cooperation

The provisions on cooperation in occupational health and safety shall apply to workplaces with a total of at least 20 salaried employees. However, an occupational safety and health representative must be elected when the total number of salaried employees is at least 10.

22.3.2 Occupational safety and health representative

1. The occupational safety and health representative shall participate with the occupational health care provider's personnel, line management and human resources management in drawing up an oc-

occupational health care action plan as well as planning, implementing and monitoring activities that promote working ability. These activities shall monitor the ability of the staff working for the company to cope with their work.

2. The occupational safety and health representative shall be entitled to use the company's ordinary office equipment and similar tools, such as EDP equipment and related software that are in general use at the company as well as an internet connection and e-mail. Practical arrangements shall be agreed locally. The matters that can be taken into account in the assessment are, for example, the size of the company and work community, the extent and demands of the occupational safety and health representative's tasks as well as the amount of time to be spent.
3. The occupational safety and health representative shall be entitled to participate during working hours in occupational safety and health training approved by both federations. The employer shall reimburse the costs incurred from such training and any loss of earnings incurred from missing regular working hours.
4. The occupational safety and health representative shall, as a rule, have equal opportunities for professional development as do other senior salaried employees. The employer and the occupational safety and health representative shall, during the term of office of the representative, explore whether maintaining the occupational safety and health representative's professional skills requires such professional training that is also arranged for other senior salaried employees. A similar investigation must be carried out after the occupational safety and health representative's term has ended.
5. No deductions shall be made from the salaries of the occupational safety and health representative or the alternate representative deputising the occupational safety and health representative if said representative, during working hours, negotiates with the employer's representatives or otherwise performs tasks agreed with the employer.
6. Unless otherwise agreed locally, the employer shall pay the occupational safety and health representative a separate monthly compensation that, as of 1 March 2020, shall amount to EUR 65. The compensation shall be paid if the number of employees represented is at least 20.
7. The occupational safety and health representative shall enjoy the protection against termination and layoffs under chapter 7, section 10 of the Employment Contracts Act.

8. The provisions concerning the occupational safety and health representative shall also apply to the deputy occupational safety and health representative when the deputy is deputising for the occupational safety and health representative in accordance with the notification to the employer as required in the collective agreement.

22.4 Shop steward

22.4.1 Election of a shop steward and a deputy shop steward

1. The need for a shop steward and the details of the local communication and negotiating procedures shall be discussed between the management of the company and the representatives of senior salaried employees prior to the nomination of candidates. The need to elect a shop steward shall be recognised together with the management of the company, taking into account in particular the company's size, organisation and location as well as the nature of its operations. Election of a shop steward for the company or workplace additionally requires that a significant number of the senior salaried employees are in favour of this.
2. A workplace means a member organisation of Technology Industries of Finland, a logical part of the organisation in accordance with the organisational structure or any unit that is mutually agreed on.
3. In small workplaces, a joint shop steward may be elected to represent both salaried employees and senior salaried employees. The election shall be discussed locally between the employer and the staff. A significant part of both personnel groups must be in favour of the election of a joint shop steward. If either personnel group already has a shop steward, no joint shop steward can be elected, unless a new election is held.
4. A joint shop steward shall represent both personnel groups. The shop steward shall be subject to the shop steward provisions of the collective agreement that is applied to the shop steward's employment relationship. A shop steward's right to attend shop steward training organised by the other personnel group may be agreed locally, given that the same training or training with similar content should only be taken once.
5. Local parties have a possibility to terminate a local agreement on workplace-specific joint shop steward for well-founded reasons by notifying the parties to the agreement of the same. The notice period shall be three months.
6. If there is a local need for a shop steward to also represent senior salaried employees of some other offices or other companies be-

longing to the same group, the joint shop steward shall be locally agreed upon by the senior salaried employees and the managements of all offices and companies involved. The agreement shall be communicated to the federations (Technology Industries of Finland and the Federation of Professional and Managerial Staff (YTN)).

7. A deputy shop steward may be elected in a workplace having at least 10 senior salaried employees. The deputy shop steward shall deputise for the shop steward when the shop steward is prevented from performing the duties of a shop steward.
8. A shop steward and a deputy shop steward shall be elected from among the company's or workplace's senior salaried employees who are bound by this collective agreement. Elected persons must be familiar with the conditions in the workplace. All the senior salaried employees in the workplace shall be given the opportunity to take part in the ballot.
9. A shop steward shall be elected for a fixed term, usually which usually is two years.

22.4.2 Announcement of representatives

1. The employer must be notified of the elected shop stewards, deputies and when a deputy shop steward is deputising for the shop steward.
2. The employer shall notify the shop steward of the persons who will represent the employer in negotiations with the shop steward.

22.4.3 Changes in the employer's business

1. The cooperation organisation shall be discussed before it is changed to correspond to the new size and structure of the workplace in a jointly agreed manner in the following circumstances:
 - significant reduction of the operations
 - significant expansion of the operations
 - a transfer of a business
 - merger
 - incorporation
 - other similar, significant organisational change

22.4.4 Pay progression of a shop steward

1. The pay progression of a shop steward shall match that of the company's senior salaried employees or at least that of senior salaried employees in the consulting sector.

2. A shop steward's pay progression shall be reviewed during each term of office as soon as the Confederation of Finnish Industries' statistics have been released and any lagging behind shall be rectified starting from the first payroll after the review.

22.4.5 Shop steward's duties and operational preconditions

1. The shop steward shall represent senior salaried employees in matters relating to employment relationships and the application of this collective agreement.
2. The shop steward shall be provided with the information and operational preconditions that are necessary to administer said matters.
3. A reasonable discharge from other duties at work shall be agreed with the shop steward for the purpose of attending to the duties of a shop steward. In this connection, attention should be paid, for example, to the number of senior salaried employees in the personnel group in question, the nature of operations and the volume of tasks under the collective agreement.
4. The shop steward shall be entitled to use the company's normal office and other equipment, such as IT equipment and associated software, internet connection and e-mail that are generally used in the company. Practical arrangements shall be agreed locally. In assessing these matters, account shall be taken, for example, of the size of the company and work community, the extent and the needs of the chief shop steward's duties as well as the amount of time to be spent in such duties.

22.4.6 Shop steward compensation

1. No deductions shall be made from the salaries of the shop steward or the alternate shop steward deputising for the shop steward if said representative, during working hours, negotiates with the employer's representatives or otherwise performs tasks agreed with the employer.
2. Unless otherwise agreed, the employer shall pay a shop steward a separate monthly compensation that shall, as of 1 March 2020, be as follows:

Number of senior salaried employees represented	Monthly compensation (EUR)
10-50	129
51-100	180
100+	230

3. The amount of shop steward compensation shall be determined in accordance with the situation prevailing on the first day of the year. If the number of senior salaried employees changes significantly, the corresponding changes to the compensation shall be effective as of the beginning of the calendar month immediately following the change. If other changes occur in the number of senior salaried employees, the corresponding changes to the compensation shall be effective as of the beginning of the following calendar year, unless otherwise agreed.

22.4.7 Training of a shop steward

1. If there are at least 10 senior salaries employees regularly working at the workplace, the shop steward and the deputy shop steward shall be entitled, without loss of pay, to participate in shop steward courses and training organised by the Federation of Professional and Managerial Staff (YTN) and its member organisations if it is necessary for carrying out the duties of a representative, provided that it does not cause remarkable inconvenience to the company's operations.
2. A personnel representative and the employer shall establish in advance whether a training in question qualifies as one that can be attended without the representative's monthly salary being affected or for which the employer shall pay compensation. Attending such training shall also not affect the attendees' annual holiday, pension or other similar benefits.
3. A shop steward and a deputy shop steward shall only have a right to participate in the same training or training with similar content once without loss of income.

Entry in the minutes:

When assessing the abovementioned remarkable inconvenience, attention shall be paid to the size of the workplace, nature of the operations, performance of duties and substitute arrangements. A personnel representative shall notify the employer of the intended course participation as early as possible. If the employer invokes a remarkable inconvenience, the employer shall notify the shop steward of the reason why giving time off would cause remarkable inconvenience at least 10 days before the commencement of the course. It is recommended that in such case the parties endeavour to find another possible date when there would be no obstacles to participate in the course.

The training referred to in this section of the collective agreement includes the training that the federations have annually agreed on by the end of November the year before.

22.4.8 Professional development

The shop steward shall, as a rule, have equal opportunities for professional development as do other senior salaried employees. The employer and the shop steward shall, during the shop steward's term of office, explore whether maintaining the shop steward's professional skills requires such professional training that is also arranged for other senior salaried employees. A similar exploration must be carried out after the shop steward's term has ended

22.4.9 Shop steward's protection against termination and layoffs

1. A shop steward shall be considered as shop steward referred to in chapter 7, section 10 of the Employment Contracts Act. Shop stewards may only be laid off or their employment terminated if they cannot be offered work that matches their professional qualifications or that is otherwise suitable, or if the majority of the senior salaried employees whom the shop steward represents give their consent thereto.
2. A senior salaried employee who has acted as shop steward shall continue to enjoy the aforesaid protection against being laid off or terminated for a period of six months after the end of the employee's term as shop steward.
3. The provisions on protection against layoffs or termination shall also apply to a candidate running for the position of a shop steward whose candidacy has been announced to the employer in writing. The protection of candidates shall begin three months before the start of the shop steward's term of office and end as soon as the results of the election are announced.
4. The status of a shop steward shall continue as such, notwithstanding a transfer of business if the transferred business or part thereof retains its independence.

22.4.10 Deputy shop steward

The provisions concerning shop stewards shall apply to the deputy shop steward when the deputy shop steward is deputising for the shop steward.

23 Information and explanations to be provided to a shop steward

23.1 Employer's information and reporting obligations

23.1.1 Use of external workforce

1. The employer shall inform the shop steward and, where possible, also the occupational safety and health representative in advance

of external workforce that are to be used for the company's senior salaried employee functions. If such information cannot be communicated on account of the urgency of the work or for another similar reason, the information may also, exceptionally, be communicated afterwards without undue delay.

2. The federations recommend that a clause shall be included in contracts concerning subcontracting or temporary agency workers, whereby the subcontractor or provider of temporary agency workers undertakes to comply with the general collective agreement in its industry, and with labour and social legislation.
3. The federations recommend that efforts be taken to limit the use of temporary agency workers to levelling out peak workloads or otherwise to tasks that cannot be performed by inhouse staff or for which it would not be appropriate due to the urgent nature, limited duration and professional requirements of the work or special expertise required for it or for other similar reasons.

23.1.2 Performance-related bonuses and other complementary rewarding schemes

1. If the employer introduces increments that are paid to supplement normal compensation (performance-related bonuses), the employer shall provide the senior salaried employees with a written description of the content of the rewarding schemes before implementing it.
2. The shop steward shall be informed of which groups of senior salaried employees the rewarding schemes will cover.
3. The rewards referred to in this section is usually based on financial performance or achievement of a productivity or development objective. The bonus is often accrued over periods that are longer than the pay period.

23.1.3 Financial information and the employer's plans

1. The employer shall present the following reports and plans to senior salaried employees or their representatives:
 - after the annual accounts for the financial year in question are closed, an account of the company's financial condition based on audited accounts
 - an account of the company's financial state specifying the development prospects in respect of the volume of orders, employment, profitability and cost structure, at least twice during the financial year
 - an annual gender equality plan in companies that regularly employ at least 30 people

- an annual human resources plan including estimates of anticipated changes in the number, nature and status of personnel
 - annual training objectives as required under the Act on Co-operation within Undertakings in companies that regularly employ at least 20 people
2. A human resources plan and training objectives shall take into account specific needs of ageing senior salaried employees as well as measures and opportunities for senior salaried employees to balance work and family life.
 3. The employer shall promptly communicate significant changes in all of the foregoing details.
 4. In companies where the number of employees in employment relationships is regularly between 20 and 29, an account of the company's financial state may be presented in a joint event arranged for the company's entire personnel.
 5. In companies where the number of staff is regularly at least 30, the company's financial statements pursuant to chapter 3, section 10 of the Act on Co-operation within Undertakings shall be given to the representatives of senior salaried employees, upon request, on paper.
 6. The federations recommend that the general economic outlook for the industry shall, if possible, be explained in connection with the financial information referred to in this section.
 7. Should the provision of information be prevented by unforeseen weighty reasons that cause damage or harm to the company's production or finance, the employer shall inform thereof without delay after the aforesaid cause ceases. At the same time, the employer shall explain the reasons for this derogation.

23.2 Information to be provided to the shop steward

23.2.1 General provisions

1. A shop steward shall be provided with the same information as the shop stewards of other personnel groups.
2. The employer shall ensure that the shop steward is notified at the earliest opportunity of matters either directly or indirectly concerning the senior salaried employees at the workplace in question.

23.2.2 Unclarity and disputes

Should any unclarity or dispute arise concerning the salary or other issues related to the employment of a senior salaried employee, the

shop steward shall be provided with all the information necessary to investigate the matter in question.

23.2.3 Information concerning senior salaried employees

1. A shop steward shall be entitled to the following information concerning the senior salaried employees within the shop steward's area of responsibility in writing:
 - a) the surname and forenames of a senior salaried employee
 - b) the date of entry into the employer's service, education level and graduation year
 - c) the organisational department
 - d) the pay grade or job requirement category, if such is used in the company
 - e) the statistical heading (used in the employer federation's statistics)
2. The information referred to in points (a) to (e) above shall be provided once a year. In respect of new employees, the information referred to in points (a) to (e) above shall be provided at the earliest opportunity, and in any case no later than four months after the beginning of the employment relationship.

23.2.4 Statistical data on salaries

1. A shop steward shall be provided with written data on regular working hours' average monthly salary of all senior salaries employees within the shop steward's area of responsibility once a year as soon as the workplace-specific payroll statistics compiled for the Confederation of Finnish Industries have been completed.
2. A shop steward shall be provided with average monthly salaries (including benefits in kind) by statistical headings (e.g. by the statistical headings of the Confederation of Finnish Industries) or as a workplace-specific summary. Another statistical categorisation may be agreed locally.
3. In the context of the statistical data, also the numbers of senior salaried employees shall be communicated to a shop steward.
4. A shop steward is not entitled to receive average salary statistics of groups Shop stewards may not access average salary data on groups of fewer than five persons.

23.2.5 Access to salary system and record of working hours

A shop steward shall be reserved the possibility to get acquainted with the statutory record of working hours of the senior salaried employees within the shop steward's area of responsibility as well

as the company's current salary systems and payroll accounting systems relating to the aforesaid employees.

23.2.6 Notification of trial period and fixed-term contracts

A shop steward shall be notified of senior salaried employees who have been engaged for a trial period or on fixed-term employment contracts. Upon separate request, a shop steward shall also be informed of the grounds for concluding a fixed-term employment contract.

23.3 Employee's information obligation

A senior salaried employee shall inform the superior of all relevant issues concerning the company's operations or cooperation between the employer and its personnel.

23.4 Confidentiality

1. A shop steward shall receive the information specified in the collective agreement in confidence for the purpose of performing the duties of a shop steward. A shop steward shall not share such information to shop stewards of other companies or otherwise disseminate such information.
2. If the senior salaried employees of the company or their representatives have received information about the employer's business- or trade secrets under the collective agreement, such information may be processed only among the persons and personnel representatives whom the matter concerns, unless otherwise agreed between the employer and the persons entitled to such information.
3. When notifying senior salaried employees or their representatives of the obligation to keep confidential any business or trade secrets, the employer shall explain the grounds for confidentiality and identify what information is covered by the confidentiality obligation and for how long.

24 Right of assembly

1. The personnel group of senior salaried employees shall be entitled to arrange meetings at the workplace or at some other agreed venue to discuss labour market affairs or issues pertaining to employment relationships at the workplace or the Act on Co-operation within Undertakings.

2. The personnel group of senior salaried employees shall be entitled to distribute notices for meetings and bulletins concerning the employment relationships at the workplace and labour market issues to the senior salaried employees who belong to said personnel group.
3. The personnel group of senior salaried employees shall be entitled to inform on labour market affairs and general matters on the workplace's notice board or by e-mail and reserve a special location in the electronic archive for such communications if this is agreed with the employer.

25 Negotiating procedure

1. Matters connected with employment relationships shall, as a rule, be considered between the senior salaried employee and the supervisor thereof. If the senior salaried employee has not been able to agree with the supervisor on a matter concerning the terms and conditions of employment, the senior salaried employee shall be entitled to refer the matter to a supervisor higher in hierarchy. Should no consensus be reached, the matter may be referred to the shop steward and the employer's representative for consideration.
2. If no consensus is reached locally, or if disagreement arises over the interpretation of the collective agreement, the matter may be referred to the federations for examination.

Entry in the minutes:

The federations shall observe the principle of continuous negotiation.

26 Binding character of the agreement

1. The collective agreement shall be binding on the signatory federations and their affiliated associations as well as all employers and senior salaried employees who are or have been members of such associations during the term of the collective agreement.
2. The parties bound by the collective agreement shall be obliged to strictly comply with the collective agreement by ensuring that their affiliated associations and the employers and senior salaried employees belonging thereto do not infringe its provisions.

LABOUR PEACE OBLIGATION AND PERIOD OF VALIDITY OF THE COLLECTIVE AGREEMENT

27 Labour peace obligation

1. Industrial actions against the collective agreement or any of its provisions shall be prohibited during the validity of the collective agreement.
2. The federations and their affiliated associations shall be obliged to ensure that the employers and senior salaried employees who are their members and bound by the agreement do not undertake prohibited industrial actions or otherwise infringe the terms of the collective agreement.

Entry in the minutes:

The Federation of Professional and Managerial Staff (YTN) gives it commitment that the senior salaried employees in the consulting sector shall not engage in solidarity actions to pressure other industries into joining collective agreements during the term of the agreement.

28 Conciliation Board

1. No decision on industrial action or other means of exerting pressure shall be undertaken before the federations' Conciliation Board has examined the labour dispute in question and a proposal made by the Conciliation Board to revise the collective agreement has been rejected by either party.
2. The Conciliation Board shall submit its proposal within two weeks of the date on which the chairman of the Conciliation Board has been informed of the labour dispute. The Conciliation Board shall not be bound by the provisions of the Finnish Arbitration Act.
3. Both federations shall appoint one member to the Conciliation Board, and the members shall together elect the chairman. A person who could be considered disqualified under the Arbitration Act may also serve as a member of the Conciliation Board. The federations shall each be liable for one half of the emoluments payable to the members of the Conciliation Board and for other expenses of the Conciliation Board.
4. The federations shall separately agree on the procedure for setting up the Conciliation Board and the principles according to which it works.

29 **Period of validity of the collective agreement**

This agreement shall be in force as of 25 February 2020 and shall continue in force until 30 November 2021, and thereafter for an indefinite period subject to a two-month notice period for termination. Upon the expiry of the term of the agreement, the provisions of the agreement shall nevertheless remain in force until a proposal submitted by the aforesaid Conciliation Board is approved or rejected.

Helsinki, 25 February 2020

TECHNOLOGY INDUSTRIES OF FINLAND

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

TECHNOLOGY INDUSTRIES OF FINLAND
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

SURVIVAL CLAUSE

To safeguard the employer's operations and jobs, the employer and the shop steward can, also by way of derogation from the minimum terms and conditions of the collective agreement, agree locally on the adjustment of terms of employment concerning financial benefits, as agreed upon below. Such agreements shall apply to the company or an autonomous part thereof. The agreement cannot lower the salary of a senior salaried employee.

The parties can agree to pay one quarter of the salary at a later date. In this case, the part paid on the due date must constitute at least three quarters of the person's monthly salary. The deferred portion of the salary must be paid within two months of the due date.

This provision shall not restrict the mutual freedom of contract between the parties to an employment contract or the employer's unilateral right to adjust the terms of employment in accordance with the law and legal practice.

*Financial difficulties and identification thereof,
communication to the federations and a plan*

Agreement on the adjustment of terms and conditions of employment must be related to an event of the employer encountering a serious financial or sudden production crisis, which is jointly observed at the workplace during cooperation negotiations or in another context and whose effects, such as avoiding cutting jobs, can be prevented or limited with this measure.

In the negotiations, the parties are entitled to assistance from the federations' experts with regard to the identification of the employer's financial difficulties or production-related crisis. The shop steward and any experts consulted must keep in confidence all information concerning the employer's financial position obtained during the negotiations, in accordance with the employer's statement on the confidentiality of the information. (cf. Act on Co-operation within Undertakings, section 57).

Before any negotiations are launched at the workplace, they must be reported to the parties to the collective agreement.

At the start of the negotiations, the employer also must present a plan giving a comprehensive account of the actions taken and

planned to revive the company's finances and safeguard its operations. The desired goal is best achieved when it is consistently taken into account in all of the employer's operations. Shared goals and statements (e.g. potential refraining from dismissals for the duration of the agreement or potential later compensation for cuts) can also be added to the plan during the local negotiations.

During negotiations on an agreement concerning the adjustment of the terms of employment at the workplace, the employer must openly explain to the other negotiating party the company's financial position and its outlook.

Necessity and reasonableness of deterioration of terms of employment forming the object of the agreement

Adjustments stabilising the employer's finances or production-related crisis and affecting the terms of employment concerning salary or other financial benefits must be deemed necessary, considering the goals of the agreement. Such adjustments must also be proportionate to the benefits to be obtained. The parties shall regularly assess what effect the savings in labour costs have on the employer's financial position.

Temporary nature of the measures

A local agreement shall be made in writing for the fixed term during which the employer's financial position is anticipated to stabilise, and in any case for no more than one year at a time. A fixed-term agreement can be terminated by observing a two-month notice period, if either party considers that there are no longer factual grounds for extending the agreement.

If the company is declared bankrupt or enters liquidation or debt restructuring during the validity period of the agreement, this agreement will automatically expire on that date unless the parties specifically agree to maintain it in force in accordance with the original agreement. In such cases, it is also possible to agree on new measures for safeguarding the employer's operations and jobs.

TECHNOLOGY INDUSTRIES OF FINLAND
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

REIMBURSEMENT OF TRAVEL EXPENSES

1 Reimbursement of expenses incurred from work-related travel

If a travel requires accommodation, accommodation costs shall be reimbursed up to the amount shown on the accommodation provider's receipt in addition to the applicable per diem rate.

2 Domestic per diems and night travel, meal and mileage allowances

1. Travel expenses shall be reimbursed in accordance with the tax exempted travel allowances for travel expenses confirmed by the Finnish Tax Administration for each year.

2. Per diems for work-related travel within Finland shall be paid (on the basis of time spent on travelling, working or staying at the travel destination) as follows:

Eligibility criterion for per diem	Per diem
Trips exceeding six hours	Partial per diem
Trips exceeding six hours plus one free meal* *e.g. included in the price of a travel ticket	50% of the partial per diem rate
Trips where the last full 24-hour period of travel is exceeded by at least two hours	Partial per diem
Trips exceeding of 10 hours	Full per diem
Trips exceeding 10 hours plus two free meals* *e.g. included in the price of a travel ticket	50% of the full per diem rate
Trips where the last full 24-hour period of travel is exceeded by at least six hours	Full per diem

3. A **night travel allowance** shall be paid if a senior salaried employee does not produce an invoice for accommodation.

4. A **meal allowance** shall be paid if a senior salaried employee is not able to have a meal at the regular eating place or at home during a meal break due to work.

5. However, no meal allowance shall be paid if the work is being performed in the company's locality or at a nearby office of the com-

pany where eating possibilities correspond the employee's normal eating possibilities. In the above cases, no per diem shall be paid.

6. **A mileage allowance** shall be paid for the use of own car in accordance with the decision of the Finnish Tax Administration, provided that the use of the employee's own car has been agreed. The mileage allowance shall be increased according to the decision of the Finnish Tax Administration in the following circumstances:

- where a senior salaried employee, on the employer's order, transports other persons in his/her car on a business trip or, because of his/her work tasks, work-related tools, measuring devices or equipment, the transport of which would be the employer's responsibility.
- where performing of the work tasks requires that a trailer must be towed.

3 International per diems

1. Per diems for international travel required by the work tasks shall be paid according to the decision of the Finnish Tax Administration.

2. If a senior salaried employee enjoys free meals or free meals are included in the price of a travel ticket or a hotel room, a per diem deducted by 50 % shall be paid. In this context, free meals mean two free meals.

3. Per diems for trips of less than 24 hours shall be paid as follows:

The last full 24-hour period of international travel is exceeded by	The rate to be paid
more than two hours	50% of the international per diem rate
more than 10 hours	100% of the international per diem rate
*The per diem rate shall be determined on the basis of the international per diem rate that is paid for the last full 24-hour period of international travel	

4. Where the total time of international work-related travel is less than 24 hours but at least 10 hours, a senior salaried employee shall be paid the full per diem rate applicable to the country in question.

5. Should there be any significant change in exchange rates due to devaluation, revaluation or other currency arrangement, the potentially consequent changes in per diems and travel allowances shall be agreed between the federations.

TECHNOLOGY INDUSTRIES OF FINLAND
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

TELECOMMUTING INSTRUCTIONS

Purpose

The Federation of Finnish Technology Industries and Federation of Professional Managerial Staff – YTN have drafted these instructions with the objective of creating a safe framework for agreeing on telecommuting and providing guidance on the use of telecommuting to satisfy all parties.

The federations encourage companies to implement modern, productivity-improving work time patterns. These patterns include working time arrangements that enable telecommuting.

Telecommuting provides an opportunity to improve productivity at work and the quality of working life, combine work and family life, promote working capacity, increase flexibility in the location of workplaces and homes, and reduce the cost of travelling to and from work, along with reducing the time spent on travelling to and from work.

Definition

In this context, telecommuting refers to working outside the actual place of work agreed in the employment contract. For instance, telecommuting can take place at a senior salaried employee's home, on a trip related to work or training and in other, mutually agreed places.

Telecommuting shall be undertaken within the framework provided by the applicable legislation, collective agreement and corporate rules. The workload and objectives of a telecommuting employee shall be the same as those of the senior salaried employees carrying out similar tasks on the employer's premises.

Telecommuting agreement and determination of terms of employment

The employee and employer shall conclude a written agreement on telecommuting. The agreement shall define the work to be carried out by telecommuting and the terms and duration of telecommuting. The agreement may be temporary or valid until further notice. In the telecommuting agreement, the parties agree on the grounds and termination periods for terminating telecommuting for the employer and the employee. In the case of termination of telecommuting, the employee shall return to his or her regular workplace, unless otherwise agreed.

In cases of telecommuting, the federations recommend that measures be taken to prevent the isolation of the telecommuting employee from the rest of the working community by providing the employee with a regular opportunity to meet his or her colleagues and access to communication within the company.

Considering the circumstances, the employer shall aim to place telecommuting employees in an equal position with other employees.

The federations recommend that monitoring of working hours is primarily arranged so that the system used for monitoring of working hours for the foregoing telecommuting employees be the same as that used for other senior salaried employees in the company.

FINNISH ASSOCIATION OF CONSULTING FIRMS (SKOL)
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

PROTOCOL FOR INCREASING PRACTICAL TRAINING OPPORTUNITIES RELATING TO PROFESSIONAL EDUCATION

The parties agree that attention should be paid to the future availability of workforce in the consulting sector. Following the degree reform, studies currently include, as an integral part of the diploma, longer internships in workplaces. These are designed to familiarise students with the work tasks and workplaces within the sector and to give employers an opportunity to secure access to competent staff in the future.

1. EDUCATIONAL INTERNSHIPS

Interns refer to persons who study and work in between semesters or alongside the studies acquire professional experience required by the degree.

The parties recognise that interns on internships required by the education or interns who are acquiring professional experience are no substitute for companies' staff. Internships are also not intended to affect the employment relationships of the staff employed by a company. It is necessary to confirm these aspects locally between the employer and the shop steward or, in the absence of a shop steward, between the employer and salaried employees either before arranging internship or when the human resources and training plan pursuant to the Finnish Act on Co-operation within Undertakings is being reviewed.

The parties concur that the provisions of the Finnish Employment Contracts Act concerning reduction of workforce, obligation to offer additional work or re-employment do not preclude offering of the aforesaid internships, if the aforementioned local procedure have been followed.

2. PERIOD OF VALIDITY OF THE PROTOCOL

This protocol was adopted on 27 June 2001 and it shall remain in force indefinitely subject to a six-month notice period for termination. Notice of termination must be given in writing, and the notice period shall be calculated from the date on which the other party receives the notice.

3. ADOPTION OF THE PROTOCOL

The protocol shall be effective immediately upon the signing by both parties.

Espoo, 27 June 2001

FINNISH ASSOCIATION OF CONSULTING FIRMS (SKOL)

Timo Myllys

Pertti Kinni

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Pekka Kähkönen

Matti Koskinen

EMPLOYMENT CONTRACT TEMPLATE FOR THE CONSULTING SECTOR**SKOL, YTN**

The employer and employee identified below hereby agree to the following terms of employment and remuneration on the basis of the Finnish Employment Contracts Act and the Collective Agreement for Senior Salaried Employees in the Consulting Sector concluded between the Finnish Association of Consulting Firms (SKOL) and the Federation of Professional and Managerial Staff (YTN).

EMPLOYER	SENIOR SALARIED EMPLOYEE
Name	Name
Address	Address

1. JOB TITLE AND PLACE(S) OF WORK

Job title and place(s) of work at the start of employment

2. EMPLOYMENT RELATIONSHIP

Start date of employment	The employment contract is subject to a probationary period of _____ month(s) <input type="checkbox"/> is valid indefinitely <input type="checkbox"/> expires on _____ <input type="checkbox"/> expires when the work specified below has been accomplished
Job description	

3. NOTICE PERIOD

Notice period	If the employer terminates the contract <input type="checkbox"/> months or <input type="checkbox"/> as per the applicable collective agreement
If the employee resigns	<input type="checkbox"/> months

4. REMUNERATION

Salary at the start of employment	Pay progression is determined in accordance with the applicable collective agreement taking into account, in particular, the job demands and personal factors.
Basis for remuneration that is not based on time rates	
Other factors related to remuneration	
Remuneration payments are to be made	<input type="checkbox"/> into the employee's bank account; <input type="checkbox"/> directly to the employee account number:
Upon termination, the final pay is to be paid	
<input type="checkbox"/> on the first regular payday following the end of employment	
<input type="checkbox"/> on the last day of employment	

5. WORKING HOURS

Regular working hours

Compensation for hours worked in excess of the regular working hours

- is remuneration or compensatory leave pursuant to the Finnish Working Hours Act (see point 5.2 of the instructions)
- is paid as a separate monthly compensation as follows (see point 5.3 of the instructions):
- have been taken into account when determining the salary (only in the case of employees to whom the Finnish Working Hours Act does not apply; see point 5.4 of the instructions)

6. ANNUAL LEAVE

In respect of the current holiday year, the length of the annual holiday is _____ days. Otherwise the length of annual holiday will be determined in accordance with the Finnish Annual Holidays Act.

For information on holiday bonus, see point 11.

7. SICK PAY

The sick pay is governed by the applicable collective agreement

8. INVENTIONS AND COPYRIGHTS

In addition to what is provided for in the Finnish Act on the Right in Employee Inventions, the parties agree the following:

9. DESIGN CONTESTS

In respect of design contests and the employee's right to pursue a business of their own, the parties agree the following:

10. TRAINING

The employer agrees to familiarise the senior salaried employee with their work and provide updating training, further training or retraining necessary for the purposes of the job. In addition, the parties agree the following:

11. WORK-RELATED TRAVEL AND TRAVEL EXPENSES

In respect of work-related travel, the parties agree the following:

Travel expenses are governed

- by the applicable collective agreement
- by the employer's travel policy
- as follows:

12. OTHER TERMS OF EMPLOYMENT

- Holiday bonus and maternity pay are governed by the applicable collective agreement.
- Pay during military reserve training:

- Employer's liability insurance:

- Travel insurance:

Unless otherwise agreed, the aforementioned terms of employment are governed by the applicable collective agreement apply.

This contract was executed in two identical counterparts, one for each party.

Place and date	
Employer's signature	Employee's signature

Any disputes arising under this contract shall be settled in accordance with the negotiating procedure provided for in the applicable collective agreement.

INSTRUCTIONS FOR FILLING IN THE EMPLOYMENT CONTRACT TEMPLATE

Please pay particular attention to the following points of the employment contract template:

1. Job title and place(s) of work

Enter the job title and provide a brief description of key tasks. If possible, also describe the most important responsibilities. The name of the superior can also be entered. The place(s) of work refers to the locality/localities in which the work is performed.

2. Employment relationship and probationary period

Pursuant to chapter 1, section 4 of the Finnish Employment Contracts Act, any probationary period must be based on a mutual agreement and cannot be longer than six months.

Where an employment contract is for a fixed term of less than 12 months, the probationary period must not be longer than half of the duration of the contract.

In this context, the box of 'Job description' is to be completed when the duration of a fixed-term contract is determined otherwise than on the basis of a calendar time.

3. Notice period

The length of the notice period may be agreed notwithstanding the length of the employment contract, and the notice period that the employer must observe may be longer than that of a senior salaried employee. The maximum notice period the parties may agree is always six months.

Unless otherwise agreed, the notice period that the employer must observe when the employment relationship has continued without interruption are as follows:

Notice period	Duration of employment
14 days	Up to one year
1 month	More than one year but less than 4 years
2 months	More than 4 but less than 8 years
4 months	More than 8 but less than 12 years
6 months	More than 12 years

Unless otherwise agreed, the notice period that the employee must observe when the employment relationship has continued without interruption are as follows:

Notice period	Duration of employment
14 days	Up to 5 years
One month	More than 5 years

4. Remuneration

Other factors related to remuneration' can include, for example, benefits in kind.

The parties can agree that, upon termination, the final pay will be paid, for example, on the first regular payday following the expiry of the employment contract.

5. Working hours

- 5.1 When concluding the employment contract, the senior salaried employee's regular working hours will be agreed in accordance with the section 7 of the applicable collective agreement and the application of the Finnish Working Hours Act will be checked (this applies to collective agreement for senior salaried employees in the consulting sector).
- 5.2 According to the Finnish Working Hours Act overtime hours are compensated by an overtime compensation defined in the law. When separately agreed, overtime hours may be compensated by a compensatory leave. Unless otherwise agreed, the overtime compensation will be paid in money. Overtime hours are compensated provided that overtime hours are based on the employer's order and the employee's consent.
- 5.3 According to the Finnish Working Hours Act the employer and the employees in a position of a superior may agree that higher rates payable for overtime and Sunday hours are to be compensated in the form of separate monthly compensation. When agreeing on a separate monthly compensation, its basis and amount must be stated in the contract.
- 5.4 The Finnish Working Hours Act does not apply to a managing director or to employees whose work, by virtue of the employee's duties and their position otherwise, is considered as managing an undertaking, an organisation, a foundation or an independent part thereof or to individuals who work independently in a corresponding capacity. In the case of employees to whom the Finnish Working Hours Act does not apply, the compensation of overtime hours may be taken into account in determination of the employee's salary. In such circumstances, the employer and the senior salaried employee need to discuss how the overtime compensation is taken into account and how it will be taken into account in the employee's pay progression during the employment relationship.

7. Sick pay

Sick pay is governed by section 13 of the applicable collective agreement.

8. **Inventions and copyrights**

Employers' rights to their employees' inventions are governed by the Finnish Act on the Right in Employee Inventions (656/1967). If any deviations from some provisions, as allowed by the law, are agreed, this must be stated in the contract.

9. **Design contests**

A senior salaried employee has a right to take part in design contests in their private capacity if so agreed with the employer.

A senior salaried employee is prohibited from performing any such work for third parties or pursuing a business of their own that, in view of the nature of the work or business and the position of the employee, is likely to damage their employer by competing against them contrary to fair employment practices. The employer's approval must be sought for such competing pursuits.

10. **Training**

In some cases, the parties may agree, for example, to split the cost of particularly expensive training courses.

11. **Work-related travel and travel expenses**

When the employment contract is being drawn up, the parties should discuss the work-related travel required by the job and the estimated regularity, typical length and common domestic and international destinations of such travel.

Unless otherwise agreed, compensations for travel expenses are governed by section 11 of the applicable collective agreement.

12. **Other terms of employment**

Holiday bonus is governed by section 9.2 and maternity pay by section 14 of the applicable collective agreement.

Unless otherwise agreed, the employer's obligation to take out a necessary liability insurance and travel insurances is, on the basis of the General Agreement, governed by the general terms of salaried employees.

Unless otherwise agreed, the employer's obligation to take out a necessary liability insurance is governed by the general terms salaried employees.

TECHNOLOGY INDUSTRIES OF FINLAND
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

MINUTES ON WORKING TIME BANKS

1. Definition and purpose

Working time bank refers to an arrangement for combining work and time off adopted in a company or at a workplace, involving an agreement to save, use or combine various elements in the long term.

Entry in the minutes:

The working time bank agreement shall supplant the time and other limitations governing the granting of agreed elements of a working time bank, unless otherwise agreed.

The purpose of a working time bank is to support company productivity, competitiveness, and consideration of senior salaried employees' individual needs regarding working time.

2. Adoption of working time bank

The adoption and details of a working time bank system shall be agreed between the employer and the shop steward in writing. The agreement on adoption of a working time bank shall specify at least

1. whom the agreement covers,
2. elements comprising the working time bank,
3. the maximum regular daily and weekly working hours,
4. the limits for saving and using a working time balance within which regular working hours may vary over the longer period of time,
5. the length of the averaging period for working hours, and
6. the impact of incapacity to work on the use of working time bank leave.

Instructions for application:

It is recommended to agree about, as elements of working time bank, such elements that are compatible with the collective agreement and the Working Hours Act, or compatible with the collective agreement and the Annual Holidays Act and associating time off, and by agreeing on which the purpose of working time bank can be effectively fulfilled. Such elements include, among others, regular working hours, other elements of the Working Hours Act,

leaves to reduce working time, saved leaves (carried-over holidays) annual holidays, the time off in exchange of holiday bonus or part thereof, as well as incentives, bonuses or profit commissions.

The agreement shall also record the principles governing the organisation of regular daily and/or weekly working hours, and the notification and other procedures involved in arranging working hours.

The time of leave for a working day or longer period shall be agreed between the employer and the employee.

3. Use of a working time bank

The saving and using limits of a working time bank may be agreed freely. Average regular weekly working hours may nevertheless not exceed the limits prescribed in the Working Hours Act when agreeing on an averaging period exceeding one year.

Leaves granted in whole working days shall be counted as time equivalent to time at work when reckoning the length of annual holiday.

4. Termination of employment

Balances in the working time bank shall be evened out to a +/- 0 balance before an employment relationship ends. Any balance of time or monies nevertheless remaining in the working time bank at the end of the employment relationship shall be paid in connection with the final salary payment as agreed locally. All outstanding time and monetary balances shall be withheld from the final salary payment.

Entry in the minutes:

No negative working time bank balance that is owed at the time of terminating the employment shall be withheld from the final salary payment if the employment contract of an employee has been terminated for reasons due to the employer and the employee has been discharged from further duties of work for the entire notice period.

5. Termination of the working time bank agreement

The notice period for termination of a working time bank agreement shall be six months, unless otherwise agreed locally. Working time balances shall be evened out to a +/- 0 balance during the notice period. Any outstanding balance of time or monies that has not been evened out to a +/- 0 balance during the notice period shall be paid or reclaimed in the same way as at the end of employment unless otherwise agreed locally.

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