

Senior salaried employees
in the consulting sector

COLLECTIVE AGREEMENT

3 January 2022 - 30 November 2023



Technology Industry
Employers of Finland



COLLECTIVE AGREEMENT

SENIOR SALARIED EMPLOYEES IN THE CONSULTING SECTOR

3 January 2022 - 30 November 2023



CONTENTS

Signing minutes of the collective agreement.....	5
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GENERAL STIPULATIONS

1	Scope of application of the collective agreement.....	11
2	Freedom of association.....	11
3	Group life insurance.....	12

REMUNERATION

4	Salaries	12
5	Salary policy.....	12

WORKING TIME

6	General stipulations on the organisation of working time	13
	6.1 Work roster.....	13
	6.2 Averaging plan.....	13
	6.3 Changes to work roster and averaging plan.....	14
	6.4 Shift length.....	14
7	Regular working time and regular working time arrangements	14
	7.1 Length of regular working time.....	14
	7.2 Regular working time during weeks that include a midweek public holiday	14
	7.3 Average regular working time	15
	7.4 Derogations from the provisions on working time	15
	7.5 Flexitime	16
	7.6 Working time bank.....	16
	7.7 Weekly rest	16
8	Exceeding regular working time	17
	8.1 Additional work.....	17
	8.2 Overtime.....	17
	8.3 Fixed monthly compensation.....	17

ANNUAL LEAVE AND FLEXIBLE LEAVE

9	Annual leave	18
	9.1 Payment of annual holiday pay	18
	9.2 Holiday bonus.....	18
	9.3 Carried-over leave	18
10	Flexible leave	19

TRAVEL

11	Reimbursement of travel expenses	19
12	Travel during time off	19
	12.1 Travel during time off and compensation thereof.....	19
	12.2 Examples of terms of compensation that may be agreed locally.....	20

SOCIAL STIPULATIONS

13	Illness	21
	13.1 Conditions for sick pay.....	21
	13.2 Recurrence of previous illness.....	22
14	Family leaves	22
15	Deductions from sick pay, maternity pay and paternity pay	23
16	Short temporary leave of absence	23

REDUCTION OF PERSONNEL ON COLLECTIVE GROUNDS

17	Cooperation procedure	24
	17.1 Calculation of negotiation period	24
	17.2 Plan and principles of action.....	24
	17.3 Changes to the human resources plan	24
	17.4 Identification of public employment services	24
18	Operating model for change security	25
	18.1 Overview.....	25
	18.2 Employment plan	25
	18.3 Re-employment leave	25
19	Re-employment obligation	26

NOTICE PERIODS

20	Notice periods	27
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LOCAL COOPERATION AND INDUSTRIAL RELATIONS

21	Local bargaining within the meaning of the collective agreement	27
22	Organisation of local cooperation	28
	22.1 Induction training	28
	22.2 Cooperation body.....	28
	22.3 Occupational safety and health cooperation and occupational safety and health representative.....	28
	22.4 Shop steward.....	30

23	Information and reports to be provided	35
	23.1 Employer's information and reporting obligations.....	35
	23.2 Information to be provided to the shop steward.....	37
	23.3 Senior salaried employee's obligation to provide information.....	39
	23.4 Confidentiality	39
24	Right of assembly	39
25	Negotiating procedure	40
26	Binding nature of the agreement	40

**DUTY TO MAINTAIN INDUSTRIAL PEACE
AND VALIDITY OF THE COLLECTIVE AGREEMENT**

27	Duty to maintain industrial peace	41
28	Conciliation Board	41
29	Validity of the collective agreement	42

APPENDICES

Appendix 1	Survival clause.....	43
Appendix 2	Reimbursement of travel expenses.....	45
Appendix 3	Telecommuting instructions	48
Appendix 4	Protocol for increasing practical training opportunities relating to professional education	50
Appendix 5	Minutes on working time banks	52

SIGNING MINUTES OF THE COLLECTIVE AGREEMENT

Date 3 January 2022

Place Technology Industry Employers of Finland, Eteläranta 10, Helsinki

Present **Technology Industry
Employers of Finland**

Jarkko Ruohoniemi

Anne Somer

Emma Stavén

**Federation of Professional and
Managerial Staff (YTN)**

Teemu Hankamäki

Petteri Oksa

Tuula Aaltola

Satu Tähkäpää

1 § **Signing of the collective agreement**

It was noted that a collective agreement corresponding to the negotiated settlement reached on 2 January 2022 shall enter into force upon signature of the agreement on 3 January 2022

2 § **Salary settlement**

SALARY ADJUSTMENTS IN 2022

Negotiations on the salary settlement and its grounds

The salary settlement shall be negotiated locally, while 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 order book and financial and employment situation of the enterprise 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 aim of the local negotiations is to reach a salary settlement in line with the circumstances of each company or workplace. The intention is also to support motivating salary formulation, an equitable salary structure and salary grading and the improvement of productivity at the workplace.

1. Local salary settlement

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 28 February 2022, unless an extended bargaining period is agreed upon.

The shop steward shall have the right to be provided with a report on the allocation of the locally agreed salary settlement within a reasonable time from the salary increases. The report must include the number of senior salaried employees, the number of persons who received an increase, the average increase and the total amount of salary increases for senior salaried employees (payroll for the senior salaried employees before and after the increase).

2. Method of implementing salary adjustments in the absence of a local salary settlement

If a local salary settlement is not reached in accordance with clause 1, the 2022 salary adjustments shall be carried out in one of the two ways referred to below (A or B). The manner in which the salary adjustment is carried out (A or B) is agreed with the shop steward or, if no shop steward has been elected, with the senior salaried employees in a manner jointly agreed by them. If no agreement is reached, the employer shall implement the salary settlement in accordance with option A.

Option A

The employer implements, in accordance with the company's salary policy, a salary settlement having a cost-effect of 1.8% no later than as of 1 March 2022 or from the beginning of the next pay period starting thereafter. The cost impact (1.8%) shall be calculated from the February payroll for senior salaried employees, including fringe benefits.

When allocating salary increases, the employer shall ensure that each senior salaried employee's salary, including fringe benefits, is increased by at least 0.9%.

The purpose of salary adjustments is to support motivating salary formulation, equitable salary structures and salary grading, help improve productivity at workplaces, support the implementation of the employer's salary policy and correct any distortions that may exist.

The professional skills and work performance of senior salaried employees shall be the guiding factors affecting the distribution of personal salary increases.

The shop steward has the right to be provided, within a reasonable time from the salary increases, with a report on the allocation of the salary settlement implemented by the employer. The report must include the number of senior salaried employees, the number of persons who received an increase, the average increase and the total amount of salary increases for senior salaried employees (payroll for the senior salaried employees before and after the increase).

Option B

The employer shall implement the salary settlement in accordance with the company's remuneration policy no later than as of 1 March 2022 or from the beginning of the next pay period starting thereafter.

The purpose of salary adjustments is to support motivating salary formulation, equitable salary structures and salary grading, help improve productivity at workplaces, support the implementation of the employer's salary policy and correct any distortions that may exist.

Senior salaried employees shall be provided with information on the employee's personal salary adjustment amount and the grounds for it within two months of the implementation of the salary adjustment, but no later than on 30 June 2022. Such information shall be provided to each senior salaried employee regardless of whether the senior salaried employee has received an increase.

The shop steward shall have the right to be provided, within a reasonable time from the salary adjustments, with a report on the allocation of the salary settlement implemented by the employer. The report must include the number of senior salaried employees, the number of persons who received an increase, the average increase, the total amount of salary increases for senior salaried employees (payroll for the senior salaried employees before and after the increase) and the main principles for allocating increases.

SALARY ADJUSTMENTS IN 2023

The 2023 salary adjustments shall be implemented in the same way as the 2022 salary adjustments. A local salary settlement shall be the primary method of implementing salary adjustments. The cost impact of the secondary salary settlement (A or B) and how it may be distributed shall be agreed in negotiations between the contracting parties by the end of September 2022.

During August–September, the parties shall review the implementation of the salary model and the economic and employment outlook that can be assessed. Based on the assessment, the parties shall negotiate by 30 September 2022 on the cost effect of the salary adjustments to be implemented no later than as of 1 March 2023 or from the beginning of the next pay period starting thereafter and of the possible distribution of the cost effect. In the same connection, the possibility of extending the agreement period beyond 30 November 2023 may be discussed.

If no agreement on the amount of salary adjustments in line with the secondary salary settlement to be implemented as of 1 March 2023 is reached by 30 September 2022, either party may terminate this agreement to end on 30 November 2022. Notice of termination shall be delivered in writing to the other contracting party and the National Conciliator shall be notified of the termination no later than by 14 October 2022.

3 § Well-being at work and ensuring competence

The well-being and professional competence of the personnel create the conditions for a successful business. By developing the professional skills of employees and by extending their careers, companies can influence the availability of a skilled workforce.

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

The federations recommend that by using a survey conducted by the employer as the basis for the discussion, the employer and senior salaried employees who have turned 58 discuss measures that support the employees' ability to continue at work.

Vocational training

The employer shall, as necessary, provide senior salaried employees with an annual opportunity to take part in vocational training enabling the maintenance and development of the employee's vo-

ational skills. The need for training may be established, for example, at performance appraisals conducted between the employer and the senior salaried employee.

Ensuring competence

In addition to regular annual working hours, the employer may assign senior salaried employees a maximum of 8 hours of training per calendar year at the workplace or in another location of the employer's choosing if such training is necessary for the performance of the work and it is of additional or complementary nature or related to the use of devices, well-being at work or safety or if it is a development event for boosting productivity, efficiency or quality. 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 employees' personal needs regarding working time shall be taken into account.

Time spent in such training or events shall be counted as regular working hours on top of the regular annual working hours provided for in the collective agreement. In addition to the monthly pay, remuneration corresponding to the basic rate of pay shall be paid for time spent in such training or development events. Training or development events may also be organised as an all-day event. Training or development events shall not be scheduled for mid-week public holidays or on the Saturday of a week that includes a midweek 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 § Training and the development of the collective agreement

The federations shall establish a working group to consider matters pertaining to the collective agreement in accordance with the principle of continuous negotiation, with a view to improving enterprise competitiveness and the terms of employment of senior salaried employees, and to take any measures that may be required. The working group shall also promote the effective settlement of disputes and aim to continuously maintain and strengthen good negotiation and cooperation relationships between the parties.

In addition, the working group shall review the effects that changes in labour law, in particular the reform of family leaves and the reform of the Act on Co-operation within Undertakings, have on

the collective agreement. Regarding the family leave reform, the federations state that any future legislative changes concerning family leaves during the agreement period shall not affect the paid periods of maternity and paternity leaves referred to in the collective agreement. Maternity and paternity leave pay shall be paid in accordance with the collective agreement, regardless of the titles of leave referred to in legislation. The working group shall monitor the progress of the family leave reform and, in a mutually agreed manner, it shall take into account in a cost-neutral manner any needs to develop the terms of employment.

The federations shall organise joint training in a mutually agreed manner. The task of the working group is to evaluate and organise trainings during the agreement period.

The working group shall discuss the measures that could be taken to improve the functionality of the shop steward system and to increase local bargaining. The working group shall address issues related to remuneration and rewarding, as necessary. In addition, the working group shall aim to develop a joint model employment contract for the consulting sector.

5 § **Scope of application**

Persons belonging to or contributing to the direction of a company or 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.

6 § **Examination of the minutes**

It was agreed that Jarkko Ruohoniemi, Teemu Hankamäki and Tuula Aaltola will examine these minutes.

In witness thereof
Anne Somer

Minutes examined by
Jarkko Ruohoniemi
Teemu Hankamäki

Tuula Aaltola

COLLECTIVE AGREEMENT SENIOR SALARIED EMPLOYEES IN THE CONSULTING SECTOR

GENERAL STIPULATIONS

1 Scope of application of the collective agreement

1. This collective agreement shall apply to senior salaried employees employed by consulting sector companies affiliated as members of Technology Industry Employers of Finland.
2. The duties of a senior salaried employee require knowledge and skills of a standard corresponding to university education or education at a university of applied sciences. Formal educational qualifications or the lack thereof shall not, however, alone determine 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, a senior salaried employee in a company is tasked with the performance of design, consulting or expert duties 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 the specific personnel group to which the said employee belongs.
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
 - persons who represent the employer in matters relating to employment with respect to senior salaried employees and who have the right or who are authorised to decide on the terms of employment of senior salaried employees.

2 Freedom of association

Freedom of association shall be mutually inviolable.

3 Group life insurance

Group life insurance arrangements 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 salary factors defined specifically for the individual place of work.
2. Salary increases that are based on the collective agreement shall be effected in accordance with the signing minutes. Salary increases that are based on the collective agreement may be derogated from or superseded by a company or workplace-specific performance-based remuneration system.

5 Salary policy

1. The salary policy applicable to 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's aim is to reward job performance and improve the company's efficiency and profitability.
2. The salary policy shall be based either wholly or partly on the following principles. The salary policy should
 - build on the business idea of the company and support its implementation
 - support the development of the company's efficiency, profitability and competitiveness
 - be individual and take into account the demands and responsibilities of a senior salaried employee's duties as well as the employee's competence and work performance

- reward for individual abilities and skills such as information management, 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 functions and personnel groups
 - be of clear, long-term and consistent nature, while allowing for flexibility when required by the company's operating conditions or business idea.
3. A precondition for the success of a salary policy is that there is consensus on its underlying principles and that the senior salaried employee and their supervisor discuss work performance and its influence on salary.

Entry in the minutes:

The salary policy stipulations are by their nature recommendations/procedural guidelines, and deviations from them shall not be held to constitute a breach of the collective agreement as referred to in the Collective Agreements Act.

WORKING TIME

6 General stipulations on the organisation of working time

6.1 Work roster

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

6.2 Averaging plan

When regular working time is arranged on the basis of an average, a plan for averaging out the working time shall be drawn up in advance for at least the period over which the 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 change takes effect.

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 time and regular working time arrangements

7.1 Length of regular working time

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 stipulation 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.

Entry in the minutes:

The federations have prepared joint telecommuting instructions (Appendix 3).

7.2 Regular working time during weeks that include a midweek public holiday

Days off that shorten the regular working time on weeks that include a midweek public holiday shall include the following midweek 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 midweek 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 time

1. When average working time is applied, the maximum daily and weekly working hours may be agreed locally. The averaging of working hours may 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 section 6.2.

7.4 Derogations from the provisions on working time

7.4.1 By local agreement

1. The stipulations concerning working time laid down in section 7.1 of the collective agreement and individual employment contracts may be derogated from by local agreement. However, the parties shall observe in all cases the mandatory provisions of the Working Time Act.
2. When devising such local arrangements, the need for the arrangement, the benefits of the arrangement for the company and the needs of the parties in respect of working time shall be discussed and the implementation method and compensation shall be agreed. If it is locally agreed that working hours may be scheduled on midweek public holidays, Sunday bonus pursuant to the Working Time Act shall not be paid for work performed on a midweek 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 the consideration of senior salaried employees' individual needs regarding working time.

7.4.2 On employer's orders

Notwithstanding section 7.1 of the collective agreement and the provisions of individual employment contracts and in addition to

what is agreed therein, 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 midweek public holidays or on the Saturday of a week that includes a midweek public holiday. A basic rate of pay on top of the 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 referred to in this paragraph on a case-by-case basis for proper and weighty personal reasons.

7.5 Flexitime

1. Maximum accumulation of hours on flexitime may be agreed locally even in a manner that derogates from the Working Time 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 reference period referred to in the Working Time Act in the context of flexible working hours shall be six months. However, reference 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. Technology Industry Employers of Finland and the Federation of Professional and Managerial Staff (YTN) have drawn up joint minutes on working time banks (Appendix 5).

7.7 Weekly rest

On a weekend between two consecutive working weeks, weekly rest may be granted as a continuous period which is included partly in the first week and partly in the second week, provided that the majority of the weekly rest is included in the week the weekly rest is related to.

8 Exceeding regular working time

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 arrangements, 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 Time 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.

Instructions for application:

Instead of a calendar year, it may be agreed that the averaging period is a one-year period that starts from the pay period for which salaries are first paid after the beginning of a new calendar year.

2. Overtime shall be compensated in accordance with the Working Time 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, is 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.

8.3 Fixed monthly compensation

It may be agreed with a senior salaried employee that additional work, overtime work and Sunday work is compensated for with a separate fixed monthly compensation based on the estimated amount of such work.

Entry in the minutes:

If necessary, the fixed monthly compensation may be adjusted.

ANNUAL LEAVE AND FLEXIBLE LEAVE

9 Annual leave

9.1 Payment of annual holiday pay

Derogation from section 15 of the Annual Holidays Act may be agreed locally concerning the payment time of holiday pay.

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) annual leave shall correspond to a leave of 12 weekdays (two weeks).
2. Holiday bonus leave shall be granted to a senior salaried employee at the time determined by the employer unless the parties agree on the time when the holiday bonus leave is taken.
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 section 10.

9.2.3 Compensation corresponding to holiday bonus upon termination of employment

A senior salaried employee shall be paid compensation corresponding to the amount of the holiday bonus calculated on the basis of holiday compensation if employment ends for reasons not attributable to the senior salaried employee. However, no such compensation shall be paid when employment 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 have the right to save the part of the holiday days (winter and summer) that the employee has earned in excess of 18 days during each leave-earning year, to be

taken later as carried-over leave referred to in section 27 of the Annual Holidays Act.

10 Flexible leave

1. It may be agreed locally that holiday bonus and leaves based on working time arrangements are exchanged for flexible leave.
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 compensate senior salaried employees for all necessary work-related travel expenses in accordance with the principles and rates set out in Appendix 2 in respect of reimbursement for expenses, daily subsistence allowances and mileage allowances. In other respects, the company-specific written instructions (travel policy) shall be observed.

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 case the senior salaried employee participates in training courses or industry-relevant trade shows.
- Travel time shall include
 - time spent travelling between home and the work site or between the regular workplace and work site or sites
 - time spent travelling on and switching between modes of transport, including unavoidable waiting time.
- Travel time shall not include
 - time spent in accommodation during travel or
 - 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 due to this.

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 project-type work, the amount of travelling time accrued by the senior salaried employee shall be monitored and said travel time may be compensated for, 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 normal working hours and the senior salaried employee is, on account of the nature of the work 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 Industry Employers 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 stipulation 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.

SOCIAL STIPULATIONS

13 Illness

13.1 Conditions for sick pay

1. If a senior salaried employee is incapacitated for work due to an 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 fringe 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 1 month	50% of salary pursuant to chapter 2, section 11 of the Employment Contracts Act
At least 1 month but less than 1 year	4 weeks
At least 1 year but less than 5 years	5 weeks
At least 5 years	3 months

2. A senior salaried employee shall be obligated to notify the employer without delay of their incapacity for 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 acceptable evidence of the employee's incapacity for work. At the employer's request, a senior salaried employee shall 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 provided by a senior salaried employee and if the employer refers the senior salaried employee for examination by another designated physician, the employer shall reimburse the resulting physician's fee for a 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 not be obligated to pay salary for the period of illness.

13.2 Recurrence of previous illness

1. If the senior salaried employee's incapacity for work 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 referred to in 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 for work, 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 a different one 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 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 senior salaried 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 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 an 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. In this context, close relative refers to 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 in the family, 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 military reserve training, companies pay senior salaried employees a sufficient 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.

REDUCTION OF PERSONNEL ON COLLECTIVE GROUNDS

17 Cooperation procedure

17.1 Calculation of negotiation period

The negotiation 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. At the commencement of the cooperation negotiations concerning at least 10 employees, the employer shall present a plan of action, as provided for in chapter 8 of the Act on Co-operation within Undertakings. 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 schedule and the planned principles of action to be observed in regard to job search, training and use of public employment services during the notice period. The plan shall take into account the existing norms on procedures for reducing 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 the human resources plan

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

17.4 Identification of public employment services

After the commencement of the cooperation procedure, or the redundancy procedure in small companies, the employer and the employment authority shall, in collaboration and without undue delay, survey the necessary public employment services that sup-

port re-employment. Personnel representatives shall also contribute to the cooperation.

18 Operating model for change security

18.1 Overview

The objective of the operating model for change security between the employer, employees and the employment authority is to improve cooperation and help an employee find new employment as soon as possible.

18.2 Employment plan

1. The employer has an obligation to inform a senior salaried employee of the right to an employment plan and 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 purposes related to the 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 to a leave without loss of earnings during the notice period for the purpose of participating in
 - the drawing up of an employment plan
 - labour political training pursuant to the employment plan
 - traineeships or on-the-job training
 - job search on the senior salaried employee's own initiative or at the initiative of public authorities and in attending job interviews
 - re-employment coaching.

Reduction of personnel on collective grounds

2. The length of the 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 more than 1 month	5 days
More than 1 but not more than 4 months	10 days
More than 4 months	20 days

3. In addition to the leave referred to hereinabove, 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 precondition for obtaining the leaves referred to hereinabove is that taking the leave causes no 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 an agreement shall be concluded separately in writing at the time of dismissal or termination of employment contract and it shall allow for 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 1 year	14 days
More than 1 but no more than 4 years	1 month
More than 4 but no more than 8 years	2 months
More than 8 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 representing the 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. The agreement may be concluded for a fixed term or for an indefinite period of time. Unless otherwise agreed, an agreement that is in force until further notice may be terminated with three months' notice.

3. Agreements shall be concluded in writing if either of the parties thereto so requests. A local agreement made with a shop steward that is in force for a period exceeding two weeks shall be made 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 the 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 from the entry into force of a new collective agreement, a fixed-term local agreement may be terminated with 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 of new senior salaried employees in a manner agreed locally.

22.2 Cooperation body

It may be agreed locally that a cooperation body is established, for example, in order to deal with issues pertaining to development activities. Such a 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 Cooperation 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 the drawing up of an occupational health care action plan as well as in planning, implementation and monitoring activities that promote work ability. In this connection, the company's staff's ability to cope with their work shall be monitored.
2. The occupational safety and health representative shall have the right to use the company's ordinary office equipment and similar tools, such as IT equipment and related software that are in general use in the company as well as an internet connection and e-mail. The practical arrangements shall be agreed locally. Matters that can be taken into account in the assessment include, for example, the size of the company and work community, the extent and demands of the occupational safety and health representative's duties and the amount of time to be spent.
3. The health and safety representative shall have the right to participate during working time in occupational safety and health training jointly approved by the 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 review shall 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 deputy representative deputising for the occupational safety and health representative if said representative negotiates during working hours 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 separate monthly remuneration amounting to EUR 66 as of 1 March 2022. This

remuneration 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 referred to in chapter 7, section 10 of the Employment Contracts Act.
8. The stipulations 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 a notification provided to the employer as required in the collective agreement.

22.4 Shop steward

22.4.1 Election of a shop steward and 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 company's management 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 company's management, while 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 also requires that a significant number of the senior salaried employees are in favour of this.
2. A workplace means a member organisation of Technology Industry Employers 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 may 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 stipulations 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 upon locally, given that the same training or training with similar content should only be taken once.

5. Local parties shall have the right to terminate a local agreement on a 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 belonging 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 Industry Employers 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. The elected persons must be familiar with the circumstances in the workplace. All the senior salaried employees at the workplace shall be given an opportunity to participate in the election.
9. A shop steward shall be elected for a fixed term, usually for two years.

22.4.2 Announcement of representatives

1. The employer shall 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 operations
- significant expansion of 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 payment of salaries 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 issues pertaining to the application of the 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 have the right 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. The 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 Remuneration of shop stewards

1. No deductions shall be made from the salaries of the shop steward or the deputy 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 2022, be as follows:

Number of senior salaried employees represented	Monthly remuneration (EUR)
10-50	131
51-100	183
100+	234

3. If the number of senior salaried employees represented by the shop steward exceeds 200, the remuneration of the shop steward shall be negotiated and an agreement sought locally.
4. The amount of remuneration paid to the shop steward 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 remuneration 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 shop stewards

1. If there are at least 10 senior salaries employees regularly working at the workplace, the shop steward and the deputy shop steward shall have the right, 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 the 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 the training in question qualifies as one that can be attended without the representative's monthly salary being affected or as training for which the personnel representative shall receive compensation from the employer. Attending such training shall also have no negative effect on the attendees' annual holiday, pension or other similar benefits.

3. A shop steward and a deputy shop steward shall have the right to participate in the same training or training with similar content only once without loss of income.

Entry in the minutes:

When assessing the remarkable inconvenience referred to hereinabove, 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 at least 10 days before the commencement of the course of the reason why giving time off would cause remarkable inconvenience. It is recommended that in such a case the parties endeavour to find another possible date when there would be no obstacles for course participation.

The training referred to in the collective agreement stipulation 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 opportunities for professional development that are equal to those of the 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 review shall 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 layoff and termination 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 remain unchanged 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 in accordance with a notification required under the collective agreement.

23 Information and reports to be provided

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 is 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 (so-called 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 the groups of senior salaried employees that the rewarding schemes will cover.
3. The rewards referred to in this section are usually based on financial performance or achievement of a productivity or development objective. Rewards are 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 adoption of the company's financial statements, an account of the company's financial condition based on the adopted financial statements
 - an account of the company's financial condition 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. The 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 any significant changes related to 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 situation 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 referred to in section 10 of the Act on Co-operation within Undertakings shall be given in writing to the representatives of senior salaried employees upon request.
6. The federations recommend that the general economic outlook for the industry shall, where 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 finances, the employer shall provide the information without delay after the aforesaid reasons preventing communication cease to exist. 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 Unclarities 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 information that is necessary to investigate the matter in question.

23.2.3 Information concerning senior salaried employees

1. A shop steward shall have the right to obtain in writing the following information concerning the senior salaried employees within the shop steward's area of responsibility:
 - a) surname and forenames of the senior salaried employee
 - b) date of entry into the employer's service, education level and graduation year
 - c) organisational department

- d) pay grade or job requirement category if such is used in the company
 - e) 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. Once a year as soon as the workplace-specific payroll statistics compiled for the Confederation of Finnish Industries have been completed, a shop steward shall be provided with written data on the average monthly salary paid for the regular working hours of all senior salaries employees within the shop steward's area of responsibility.
2. A shop steward shall be provided with the 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, the numbers of senior salaried employees shall also be communicated to the shop steward.
4. A shop steward shall have no right to receive average salary statistics of groups of fewer than five persons.

23.2.5 Access to salary system and record of working hours

A shop steward shall be provided with 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 periods 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 Senior salaried employee's obligation to provide information

A senior salaried employee shall inform their 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 disclose 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 pursuant to 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 have the right 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 issues related to the Act on Co-operation within Undertakings.
2. The personnel group of senior salaried employees shall have the right to distribute to the senior salaried employees belonging to said personnel group notices of meetings and bulletins concerning the employment relationships at the workplace and issues related to labour markets.
3. The personnel group of senior salaried employees shall have the right to provide on the workplace's notice board or by email information on labour market affairs and general matters and the right

to reserve a specific location in the electronic archive for such communications if this is agreed with the employer.

25 Negotiating procedure

1. Any disputes concerning the application, interpretation or breach of a collective agreement shall primarily be dealt with between the senior salaried employee and their supervisor. If a senior salaried employee has not been able to agree on a matter concerning their terms of employment with their supervisor, the senior salaried employee shall have the right to refer the matter to a senior supervisor. If no agreement is reached, the matter may be referred to the shop steward and the employer's representative.
2. If local bargaining on a matter subject to the obligation to negotiate does not lead to an agreement, the matter may be referred to the federations.

Entry in the minutes:

The federations shall observe the principle of continuous negotiation.

26 Binding nature 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 obligated 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.

DUTY TO MAINTAIN INDUSTRIAL PEACE AND VALIDITY OF THE COLLECTIVE AGREEMENT

27 Duty to maintain industrial peace

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

Entry in the minutes:

The Federation of Professional and Managerial Staff (YTN) undertakes to ensure that the senior salaried employees in the consulting sector will 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 may be taken before the federations' Conciliation Board has reviewed the labour dispute in question and before a proposal made by the Conciliation Board to revise the collective agreement accordingly has been rejected by one of the parties.
2. The Conciliation Board shall submit its proposal within two weeks of the date on which the chair of the Conciliation Board was notified 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 chair. A person who could be disqualified under the Arbitration Act may nevertheless 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 one half of any other expenses of the Conciliation Board.

Duty to maintain industrial peace and validity of the collective agreement

4. The federations shall separately agree on the procedure for setting up the Conciliation Board and the principles according to which it works.

29 Validity of the collective agreement

This collective agreement shall enter into force on 3 January 2022 and remain in force until 30 November 2023, and thereafter it shall continue to be in force until further notice subject to a two-month notice period for termination. The agreement may be terminated to end on 30 November 2022 if the scale of the 2023 salary adjustments is not agreed by 30 September 2022. The stipulations of the agreement shall nevertheless remain in force upon its expiry until a proposal submitted by the aforementioned Conciliation Board is approved or rejected.

Helsinki, 3 January 2022

TECHNOLOGY INDUSTRY EMPLOYERS OF FINLAND

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

TECHNOLOGY INDUSTRY EMPLOYERS 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 may, 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 hereinafter. Such agreements shall apply to a company or an autonomous part thereof. The agreement may not lower the salary of a senior salaried employee.

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

This stipulation 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 planning

Bargaining on the adjustment of the terms of employment shall be related to a serious financial crisis faced by the employer jointly recognised during co-determination negotiations or in another context, the effects of which – such as reduction of workforce – can be prevented or limited with this measure.

In the negotiations, the parties shall be entitled to assistance from the federations' experts with regard to the identification of the employer's financial difficulties. The shop steward and any experts consulted must maintain the confidentiality of all information concerning the employer's financial situation 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 shall also present a plan giving a comprehensive account of the actions taken and planned to revive the enterprise'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. any refraining from dismissals for the duration of the agreement or potential later compensation for cuts) may 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 shall openly explain to the other negotiating party the company's financial situation and its outlook.

Necessity and reasonableness of deterioration of the terms of employment referred to in 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 measures shall also be proportionate to the benefits to be obtained. The parties shall regularly assess the impact that any 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 may be terminated with 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 shall 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 INDUSTRY EMPLOYERS OF FINLAND
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

REIMBURSEMENT OF TRAVEL EXPENSES

1 Reimbursement of expenses incurred from work-related travel

If travel requires accommodation, accommodation costs up to the amount shown on the accommodation provider's receipt shall be reimbursed 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 ten hours	Full per diem
Trips exceeding ten 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, due to work, a senior salaried employee is prevented from having a meal at the employee's regular place for having meals or at home during a meal break.

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 company, where it is possible to have a meal in a manner corresponding to the employee's normal possibilities of having a meal. 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 it has been agreed that the employee's own car is used. The mileage allowance shall be increased in accordance with 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 the employee's car on a business trip or if, because of the employee's work duties, the senior salaried employee transports in the employee's car work-related tools, measuring devices or equipment, the transport of which would be the employer's responsibility
- where performing the work tasks requires that a trailer must be towed.

3 **International per diems**

1. Per diems for international travel required by work duties shall be paid in accordance with the decision of the Finnish Tax Administration.

2. If a senior salaried employee enjoys free meals during a travel day 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 lasting 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 ten 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, any subsequent changes in per diems and travel allowances shall be agreed between the federations.

TECHNOLOGY INDUSTRY EMPLOYERS OF FINLAND
FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

Appendix, not part of the collective agreement.

TELECOMMUTING INSTRUCTIONS

Purpose of the instructions

Technology Industry Employers of Finland and Federation of Professional Managerial Staff (YTN) have drafted these instructions with the objective of creating a framework for telecommuting as a part of modern working life.

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

Telecommuting offers opportunities for improving productivity at work and the quality of working life, balancing work and family life, promoting work ability, increasing flexibility regarding the location of workplaces and homes and reducing commuting expenses and time.

Definition of telecommuting

In this context, telecommuting refers to work performed outside the actual place of work agreed in the employment contract. Senior salaried employees can work remotely from locations such as their homes, during travel related to business or training or from other mutually agreed locations.

Telecommuting shall take place within the limits of applicable legislation, the collective agreement and corporate regulations. The workload and objectives of telecommuters are the same as those of senior salaried employees carrying out similar tasks on the employer's premises.

Enabling telecommuting

If the enterprise's senior salaried employees have the opportunity to work remotely, the general telecommuting principles and practices should be discussed with the employees' representative. The

discussion may cover, for example, matters related to working time arrangements, work methods and communication.

The telecommuting instructions and practices to be complied with are explained to senior salaried employees who work remotely. If a senior salaried employee works remotely on a regular basis, it would be advisable to conclude a written telecommuting contract. In this case, the agreement should state the duties performed remotely, the terms and conditions of remote work and the duration of remote work. The agreement may be valid for a fixed period or until further notice. The telecommuting agreement is also used to agree on the period of notice for the suspension of remote work by the employer or the employee. If remote work is suspended, the senior salaried employee returns to their actual place of work, unless otherwise agreed.

Other things to consider regarding telecommuting

Large-scale telecommuting may impact the functioning of the work community. The federations recommend that, in the case of remote work, measures be taken to ensure adequate flow of information and to prevent remote workers from becoming isolated from the rest of the company's work community. In addition to normal communication by the company, such measures may include, for example, regular team meetings and active use of online collaboration platforms.

It is recommended that working time monitoring be arranged in such a way that the same monitoring system is used for both remote work and all other senior salaried employees in the company. While taking into account the prevailing circumstances, the employer should strive to ensure that remote workers and other senior salaried employees are also otherwise treated equally.

Other factors to be assessed regarding telecommuting may include, for example, issues related to the purchase of equipment and tools used in remote work and the insurance cover of telecommuters in case of accidents. If the employer, at its discretion, pays for such benefits concerning telecommuters, the tax treatment of these benefits, among other things, should be clarified in advance.

The occupational healthcare plan should also cover occupational health and safety hazards and problems related specifically to telecommuting and the environment where remote work takes place.

TECHNOLOGY INDUSTRY EMPLOYERS OF FINLAND
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. As an integral part of the degree, studies include internships in workplaces, with such internships designed to familiarise students with the work duties 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 who alongside their studies acquire professional experience required by the degree.

The parties recognise that interns on internships required by their 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 internships or when the human resources and training plan pursuant to the Finnish Act on Co-operation within Undertakings is being reviewed.

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

2. AGREEMENT VALIDITY

This agreement shall enter into force on 3 January 2022 and it shall remain in force until further notice subject to a six-month notice period for termination. Notice of termination shall be given in writing, and the notice period shall be calculated from the date on which the other party receives the notice.

Helsinki, 3 January 2022

TECHNOLOGY INDUSTRY EMPLOYERS OF FINLAND

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FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF (YTN)

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MINUTES ON WORKING TIME BANKS

1. Definition and purpose

Working time bank shall mean 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:

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

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

2. Adoption of a working hours 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 the adoption of a working time bank shall specify at least

1. individuals covered by the agreement,
2. elements comprising the working time bank,
3. 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 a longer period of time,
5. length of the averaging period for working hours,
6. the impact of incapacity for work on the use of working time bank leave.

Instructions for application:

The recommended elements to be included are elements that are compatible with the collective agreement and the Working Time Act or elements related to time off that are compatible with the collective agreement and the Annual Holidays Act, with agreement on such elements enabling effective fulfilment of the purpose of the working time bank. Such elements include, among others, regular working hours, other elements of the Working Time Act, leaves to reduce working time, saved leaves (carried-over holidays) annual

holidays, time off in exchange of holiday bonus or part thereof, as well as incentives, bonuses or profit commissions.

The agreement shall also include the principles governing the organisation of regular daily and/or weekly working time, and the notification and other procedures related to the scheduling of working time.

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

3. Use of a working time bank

The saving and spending 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 Time Act when agreeing on an averaging period exceeding one year.

Leaves granted as 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 employment ends. However, any time or monetary balance remaining in the working time bank at the end of employment 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 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 work duties 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 time or monetary balance that has not been evened out to a +/- 0 balance during the notice period shall be paid or reclaimed in the same manner as at the end of employment unless otherwise agreed locally.

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