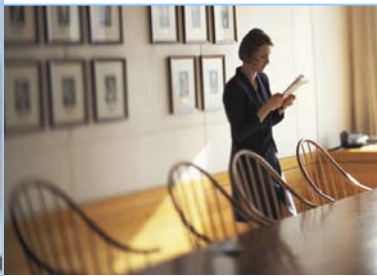


Collective Labour Agreement for Senior Salaried Employees in the ICT Sector

2010–2013



**The Employers'
Association TIKLI**

**Federation of Professional
and Managerial Staff YTN**

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PROTOCOL OF SIGNATURE

REFORM OF THE COLLECTIVE LABOUR AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE ICT SECTOR

Date 24 June 2010

Place Offices of the Employers' Association TIKLI, Helsinki

Attendees	Harri Hietala	TIKLI
	Heikki Pokela	TIKLI
	Marko Rissanen	TIKLI
	Taisto Seppänen	TIKLI
	Samuel Kääriäinen	TIKLI
	Elisa Lindroth	TIKLI
	Lasse Sevä	TIKLI
	Heikki Kauppi	YTN
	Tage Lindberg	YTN
	Mika Varjonen	YTN
	Matti Ollila	YTN
	Pekka Riiali	YTN

1. Signing of the Collective Labour Agreement

The parties agreed that the agreement in accordance with the negotiation result reached on 13 June 2010 will enter into force on 1 July 2010. It was also agreed that the previous agreement signed on 14 November 2007 and agreed to expire on 30 June 2010 would cease to be in force.

2. Agreement Period

The new collective labour agreement will enter into force on 1 July 2010 and be valid until 30 September 2013.

3. Pay Rises

2010

Overall Increase, 1 October 2010

The monthly salaries, including fringe benefits, of senior salaried employees will be increased on 1 October 2010 or at the beginning of the next salary payment period after that by 0.8%.

At workplaces where mutually identified financial, order book or employment difficulties so require, the pay rises scheduled for 1 October 2010 can be postponed or cancelled wholly or partly by local agreement made in writing with the chief shop steward, or if no chief shop steward has been elected, with a representative of the senior salaried employees.

2011

Company-specific Amount, 1 February 2011

The monthly salaries of senior salaried employees will be increased on 1 February 2011 or at the beginning of the next salary payment period after that by a company-specific amount. The amount is equivalent to 0.5% of the total salaries paid for regular working hours to the senior salaried employees to whom this collective labour agreement applies in January 2011. The distribution of the amount must be agreed with the chief shop steward, or if no chief shop steward has been elected, with a representative of the senior salaried employees. If no agreement is reached on the distribution of the amount, the amount will be paid as a percentage overall increase.

At workplaces where mutually identified financial, order book or employment difficulties so require, the company-specific amount can be postponed or cancelled wholly or partly by local agreement made in writing with the chief shop steward, or if no chief shop steward has been elected, with a representative of the senior salaried employees.

Pay Rises in 2011 and 2012

In 2011 and 2012, the parties will negotiate by the end of May about the pay adjustments to be implemented as of 1 October 2011 and 1 October 2012 or at the beginning of the next salary payment period after that.

If no agreement is reached on the pay adjustments as described above by 31 May, the agreement can be terminated by either party so as to expire on 30 September 2011 or 30 September 2012.

4. Longevity Bonus

Senior salaried employees who have been in continuous service for 12 years will receive an additional bonus of EUR 85.63 per month, starting on 1 October 2010.

5. Travel Expenses

In 2011, 2012 and 2013, the amounts of travel expense compensation in euros will be adjusted in accordance with the decisions of the tax authorities applicable at the relevant time.

6. Working-time Bank

The Employers' Association TIKLI and the Federation of Professional and Managerial Staff YTN will appoint a task force to investigate working-time bank and flexi-work arrangements used in other sectors for senior salaried employees. The task force will

submit its report on working-time bank and flexi-work arrangements suitable for the ICT sector by 31 May 2011.

7. Universal Validity

The parties agree that this collective labour agreement is universally binding.

8. Continuous Negotiation Method

The parties agree that their joint aim is to develop the content of this collective labour agreement during the agreement period, in accordance with the principle of continuous negotiation, discussing any ambiguities or conflicts that may arise in its interpretation.

9. Text of the Agreement

The new text of the collective labour agreement is appended to this protocol of signature.

THE EMPLOYERS' ASSOCIATION TIKLI

Harri Hietala

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

Heikki Kauppi

Tage Lindberg

COLLECTIVE LABOUR AGREEMENT FOR SENIOR SALARIED EMPLOYEES IN THE ICT SECTOR

GENERAL PROVISIONS

1 § Application of the Collective Labour Agreement

The provisions of this collective labour agreement apply to all the senior salaried employees working in the ICT sector (information, telecommunication and IT sectors, and call and contact centres), employed by the members of the Employers' Association TIKLI. The agreement also applies to the senior salaried employees of member companies which build or maintain services and infrastructure in these or other similar sectors, or which carry out other similar operations.

The position of senior salaried employee requires skills and knowledge equivalent to those obtained through tertiary or post-secondary non-tertiary education.

The tasks of senior salaried employees differ from the tasks indicated in the collective labour agreement for other salaried employees in the ICT sector. The jobs of senior salaried employees are characterised by a relatively high degree of independence and responsibility. In practice, the roles of senior salaried employees entail assisting the company's top management, carrying out middle-management tasks, or utilising expertise requiring specialist knowledge and skills. The presence or lack of formal academic qualifications does not in itself determine whether salaried employees can be considered senior or not.

This agreement does not apply to persons belonging to the management team of a company or its sites or to those who, due to their tasks or position, can be considered to be involved with managing the company or an independent part of the company, or to be carrying out comparable independent work.

2 § Validity of Agreement

This agreement is valid between 1 July 2010 and 30 September 2013, after which it will remain valid for one year at a time unless terminated in writing at the latest two months before its renewal.

The provisions of this collective labour agreement will apply during negotiations for a new agreement, until the moment a new agreement is reached or when negotiations otherwise come to an end.

3 § Beginning and Termination of Employment and Changes to Terms of Employment

1. Employers have the right to recruit employees and terminate their employment contracts in accordance with labour legislation, and to decide on the employees' management. Employment contracts must be made in writing before work begins.

In recruiting senior employees, the employer must inform new employees of the names and contact details of the shop steward and the health and safety representative, and of any other relevant matters related to the employment contract, also explaining all matters related to business travel, travel expenses and time-based pay.

2. The terms of employment can be changed by mutual agreement. The employer can implement changes without mutual agreement if there are grounds for dismissal. In that case, set notice periods apply.

Senior employees can be transferred to other jobs while maintaining their status as senior employees. If the transfer would entail a lower salary or diminished benefits for the employee, the employer must have grounds for dismissal and follow the set notice periods.

3. Unless otherwise agreed in relation to contract termination, employers must apply the following notice periods in terminating employment contracts:

Duration of continuous service	Notice period
– maximum of one year	14 days
– more than 1, maximum of 4 years	1 month
– more than 4, maximum of 8 years	2 months
– more than 8, maximum of 12 years	4 months
– more than 12 years	6 months

Unless otherwise agreed in relation to contract termination, senior employees must apply the following notice periods in terminating employment contracts:

Duration of continuous service	Notice period
– maximum of 5 years	14 days
– more than 5 years	1 month

4. The presence of senior employees pursuant to the employer's obligation to re-employ, or the provisions of the collective labour agreement regarding the order of selection for workforce reduction, do not limit the company's right to recruit trainees or employees aged under 18.
5. The employer can be exempted from the obligation to re-employ a senior salaried employee as referred to in Chapter 6, Section 6 of the Employment Contracts Act by an agreement between the employer and the employee. Such an agreement can be made separately in writing at the time of the dismissal or termination of the employment contract and will take into account any measures taken by the employer to enhance the employee's employability elsewhere. If a chief shop steward has been elected in the company, the introduction of agreements regarding re-employment must be agreed on locally between the employer and the chief shop steward.

6. Layoff

Grounds for layoff

The grounds for layoff are as specified in paragraphs 1–3 of Chapter 5, Section 2 of the Employment Contracts Act. The layoff notification period is at least 14 days. It is not necessary to present an advance explanation of the grounds for layoff.

Local Agreements

Local agreements can be made on layoffs and their grounds in accordance with Section 20 of the collective labour agreement. Procedures related to the transfer and cancellation of layoff are agreed on locally.

4 § Remuneration

1. The salaries of senior employees are set individually in employment contracts, taking into account the demands of the job and the employee's education and competence.

Remuneration Policy

2. Each company must set a remuneration policy applicable to its staff. The associations recommend that the remuneration policy should aim to reward employees according to the demands of their jobs and to their performance, and to improve the company's efficiency and profitability; and that the remuneration policy should be wholly or partly based on the following principles.

The remuneration policy should:

- support the fulfilment of the company's business goals and aim to improve efficiency, profitability and competitiveness;
- take into account the demands and responsibilities of the individual's tasks, rewarding the individual's competence and performance and encouraging professional development;
- be clear, far-reaching and consistent, but flexible enough to be modified if necessary, to adapt to changes in the company's operating conditions or business goals.

The success of a remuneration policy hinges on negotiation between senior employees and their managers. Managers and senior employees must also discuss the manner in which senior employees are to carry out their duties and the consequences of this on their salaries. If the principles of the remuneration policy have been set by the company in collaboration with a representative of the senior employees, local exemptions to the pay rises agreed at association level can also be made.

Calculation of Hourly Rates

3. When calculating time-based pay and other compensation, the sum of the monthly salary (monetary remuneration plus any fringe benefits and commissions) is divided by 158 if the regular working hours are 37.5 hours per week, and by 160 if they are

40 hours per week. If the regular working hours differ from these, the divisor should be the average number of hours spent on regular work per month.

Part-Time Pay

4. Part-time pay for unpaid leave periods or incomplete months is calculated in proportion to the regular monthly working hours. In calculating part-time pay, the hourly or daily rate is determined by dividing the monthly salary by the number of regular working hours or workdays in the month in question. Absences may also be made up for with an equivalent number of working hours. The term "monthly salary" includes monetary remuneration as well as any fringe benefits (at their taxable value) and commissions.

Monthly and weekly working hours

Month	workdays	2010		workdays	2011	
		37.5 work hours per week	40 work hours per week		37.5 work hours per week	40 work hours per week
January	19	142.5	152	20	150	160
February	20	150	160	20	150	160
March	23	172.5	184	23	172.5	184
April	20	150	160	19	142.5	152
May	20	150	160	22	165	176
June	21	157.5	168	20	150	160
July	22	165	176	21	157.5	168
August	22	165	176	23	172.5	184
September	22	165	176	22	165	176
October	21	157.5	168	21	157.5	168
November	22	165	176	22	165	176
December	21	157.5	168	20	150	160

Month	workdays	2012		workdays	2013	
		37.5 work hours per week	40 work hours per week		37.5 work hours per week	40 work hours per week
January	21	157.5	168	22	165	176
February	21	157.5	168	20	150	160
March	22	165	176	20	150	160
April	19	142.5	152	21	157.5	168
May	21	157.5	168	21	157.5	168
June	20	150	160	19	142.5	152
July	22	165	176	23	172.5	184
August	23	172.5	184	22	165	176
September	20	150	160	21	157.5	168
October	23	172.5	184	23	172.5	184
November	22	165	176	21	157.5	168
December	17	127.5	136	18	135	144

This table is only applicable to jobs that are not in uninterrupted three-shift work, intermittent or comparable operation, and where one of the days off is a Saturday.

Merit Pay and Profit-Sharing

5. The employer may supplement the compensation set in the collective labour agreement with merit pay, which is usually based on operational targets such as profitability or developmental objectives, and with profit-sharing schemes based mainly or wholly on financial results such as revenue, operating profit or operating income.

The adoption, modification and termination of merit pay and profit-sharing schemes must be discussed in employer-employee negotiations. The guidelines of the Finnish Centre for Pensions as applicable from time to time must be applied to monetary profit-sharing and profit distribution.

Merit pay and profit-sharing bonuses are not taken into account when calculating an employee's holiday pay, holiday compensation, overtime, time-based pay or any other wages, supplements or compensation determined in the collective labour agreement. The pay rise provisions of the collective labour agreement do not apply to merit pay and profit-sharing bonuses.

5 § Regular Working Hours

1. Regular working hours for daytime and two-shift work are a maximum of 7.5 hours per day and 37.5 hours per week, unless it is agreed with the senior employee that they should be a maximum of 8 hours per day and 40 hours per week, or unless different regular working hours are agreed with the senior employee.

Local Agreements

2. Local agreements on working hours can provide that the maximum for regular working hours per day is 12 hours. The working hours must then be balanced over a maximum balancing period of 52 weeks to ensure that an employee's working hours do not exceed this maximum.

If a senior employee's contract is terminated during the balancing period, the hours above or below regular working hours will be added to or deducted from the final salary in accordance with the base pay.

3. Agreements for transferring to 40-hour weeks can be cancelled on two months' notice.

Local agreements can be made to change 40-hour weeks into 37.5-hour weeks or vice versa.

Flexible Hours

4. If the company applies flexible working hours (flexitime), the maximum flexitime added to or deducted from regular working hours is four hours, and the maximum accumulation can be +/- 40 hours. Local agreements can be made to approve exceptions to the maximum hours prescribed by the Working Hours Act in the member companies of the signatory employers' associations.

Leave arising from flexitime arrangements, as well as working hour reduction leave as specified below in point 6 and locally agreed leave periods can be granted in series of several shifts when the company's situation allows it and if the employee so desires.

Work Weeks and Workdays

5. Work weeks begin on Mondays and workdays end and begin at midnight, unless otherwise agreed locally.

Working Hour Reductions

6. Employees' working hours can be reduced in work patterns with regular working hours of exactly or on average 8 hours per day and 40 hours per week. The extent of working hour reduction leave is 100 hours per calendar year. Holidays taken in excess of that stipulated by law or in the collective labour agreement are deducted from this leave total.

Working hour reductions are accumulated in calendar months in which the employee has been present at work for at least 17 days. Days of absence for which the employer pays remuneration or compensation for loss of earnings are counted as days at work. Also counted as days at work are midweek national holidays and days on which the employee participates in collective labour agreement negotiations or meetings of task forces agreed in the collective labour agreement. Months such as those specified above accumulate a proportionate amount of working hour reductions.

Unless otherwise agreed, the leave will be granted on two weeks' notice at a time set by the employer, as whole shifts (1–12.5), at the latest by the end of April of the following calendar year. If any leave remains to be granted at that time, it must be compensated in the same way as weekly overtime.

By local agreement, the leave can also be granted at other times or replaced by monetary compensation.

If after agreeing a holiday the employee is prevented from taking the holiday on the grounds of a disability for which the employer is liable to pay compensation for loss of earnings, the holiday will be moved to a later date.

At the termination of an employee's contract, any untaken leave to which the employee is entitled will be compensated in accordance with the part-time pay for the month during which the contract terminates. Compensation will only be paid for full workdays.

6 § Weekly Days Off

All employees are granted two days off per week, usually Saturday and Sunday. If the company's operations continue through the weekend, days off must be granted so that there are on average two days off per week.

7 § Working Hours with Midweek Holidays

National holidays that fall on workdays, as well as Midsummer's Eve and Christmas Eve, shorten regular work weeks in proportion to their duration.

If an employee must work on one of these holidays, the lost holiday must be compensated for with a holiday during regular working hours or in another suitable mutually agreed way.

Workday lengths of certain weeks with midweek holidays in 2010–2013

2010

Week 1	Epiphany	4 days
Week 13	Week preceding Easter	4 days
Week 14	Week after Easter	4 days
Week 19	Ascension Day	4 days
Week 25	Midsummer's Eve	4 days
Week 49	Independence Day	4 days
Week 51	Christmas	4 days

2011

Week 1	Epiphany	4 days
Week 16	Week preceding Easter	4 days
Week 17	Week after Easter	4 days
Week 22	Ascension Day	4 days
Week 25	Midsummer's Eve	4 days
Week 49	Independence Day	4 days
Week 52	New Year's Day	4 days

2012

Week 1	Epiphany	4 days
Week 14	Week preceding Easter	4 days
Week 15	Week after Easter	4 days
Week 18	May Day	4 days
Week 20	Ascension Day	4 days
Week 25	Midsummer's Eve	4 days
Week 49	Independence Day	4 days
Week 52	Christmas	2 days

2013

Week 1	New Year's Day	4 days
Week 13	Week preceding Easter	4 days
Week 14	Week after Easter	4 days
Week 18	May Day	4 days
Week 19	Ascension Day	4 days
Week 25	Midsummer's Eve	4 days
Week 49	Independence Day	4 days
Week 52	Christmas	2 days

8 § Rota

1. Each workplace must have a rota indicating the start and end times of shifts, weekly days off and the duration and time of daily breaks (lunch break). The rota must be prepared in advance for as long a period as possible.

Any senior employees affected as well as the shop steward must be notified of any permanent changes to the rota at the latest two weeks before the change comes into effect. If the change applies to more than one senior employee, it must be negotiated with the shop steward in advance.

Any senior employees affected must be notified of temporary changes to the rota at the latest three days before the change comes into effect. If the change applies to a whole department or similar operational entity, the shop steward must also be notified.

Local agreements can be made regarding the notification periods given above.

9 § Daily Breaks

If the regular workday is longer than six hours, the daily lunch break must be at least thirty minutes, or the senior employee must be allowed a chance to have a meal during working hours. If the regular workday exceeds ten hours, the senior employee has the right to have a break of a maximum of thirty minutes after eight hours of work, if desired. Refreshment breaks are included in the working hours.

10 § Daily Rest Periods

Daily rest periods are set out in the Working Hours Act. Local exceptions to these rest periods can be made by local agreement in the signatory employers' association's member companies.

11 § Weekly Free Time and Free Time Compensation

1. Weekly free time is granted according to the provisions of the Working Hours Act.
2. If senior employees are temporarily required to work during their weekly free time, the time spent working during free time will be compensated for by reducing the regular working hours by an equivalent amount within the next three calendar months, unless otherwise agreed. By mutual agreement with the employee, weekly free time compensation can also be provided in the form of single-time hourly pay for the time spent working during free time.
3. If the senior employee has not received the statutory continuous weekly free time, the weekly day off will be considered to be Sunday for day work and discontinuous shift work, or the last free day of the week in accordance with the rota for other kinds of work, unless otherwise agreed.

4. Local exceptions to these provisions can be made by local agreement only in the signatory employers' association's member companies.

12 § Time-Based Pay

1. Agreements on time-based pay can be made between the company and senior employees in the ways described below. If it is agreed with a senior employee that time-based pay is to be taken into account in salary calculations, the agreement may need to specify how this is done.
2. It can be agreed with the senior employee individually whether compensation for additional work, overtime and Sunday work is provided in monetary form as described in the Working Hours Act, in the form of free time as described in the Working Hours Act, or by a separate fixed pay rate based on the duration of the work. The sum of the fixed pay must be revised together with the employee when the employee's job description changes. The abovementioned time-based compensation can also be included in the calculation of salary by mutual agreement with the employee.

13 § Stand-By Time, Alarm-Based Work, Telephone Assistance and Fault Correction Work from Home

Stand-By Time

1. Compensation equivalent to 50% is paid for confined stand-by time. Confined stand-by implies that the employee must be ready for work at home or in its immediate vicinity. Stand-by time compensation is paid for a minimum of four hours.

Compensation equivalent to 30% of the employee's hourly rate is paid for unconfined stand-by time. Unconfined stand-by implies that the employee can choose the location to be in within a locally agreed area, must be reachable within a reasonable time, and must arrive at a specified or previously agreed location, with any necessary tools, within 40 minutes of receiving notification.

Exceptions can be made to these provisions by local agreement.

Alarm-Based Work

2. If a senior employee is called in to alarm-based work by an alarm outside of the regular working hours, when the employee is no longer at the workplace, the alarm compensation paid is equivalent to two hours' pay. Alarm work compensation for alarms raised between the hours of 9 pm and 6 am is equivalent to three hours' pay.

For the actual time spent doing the work, the compensation is regular pay + 100% until the beginning of the next shift. This includes any applicable overtime pay.

Telephone Assistance and Fault Correction Work from Home

3. For any appropriate fault correction assistance, other instructions or actual fault correction work provided by telephone from home, employees will be paid at least one hour's pay in compensation. If remote fault correction is unsuccessful and the employee is required to go to work, compensation will be paid as for alarm-based work. Time spent

in assistance and fault correction work is not counted as working hours. Additional compensation is not paid on top of stand-by time compensation.

4. Local agreements can be made regarding stand-by time, alarm-based work and telephone assistance, or the related compensation and procedures can be compiled into a local package solution.
5. Unless otherwise agreed locally, travel time is included as work time for stand-by and alarm-based work.

14 § Travel

1. Senior employees must undertake the business travel required for their work. The journeys shall be made in an appropriate way as specified by the employer so as to ensure that no more time is spent or no more costs are caused than are necessarily required for completing the tasks in question. The start and end point of travel journeys is either the employee's actual workplace or the employee's home, depending on where the journey starts.
2. The legal provisions set out by the tax authorities regarding tax-free monetary or hourly travel expense compensation for daily allowances nationally and abroad, meal allowances, overnight travel allowances and mileage allowances as applicable from time to time will apply to all business travel. The maximum amounts stated in the State Travel Regulations will apply to hotel compensation.

Daily allowance in Finland

Type	Basis	2010 €	2011 €	2012 €	2013 €
Full daily allowance	Travel lasting more than 10 hours	36			
Full daily allowance	Last full day of travel exceeded by more than 6 hours	36			
Partial daily allowance	Travel lasting more than 6 hours	16			
Partial daily allowance	Last full day of travel exceeded by more than 2 hours	16			
Meal Allowance		9			
Half full daily allowance	Two free meals	18			
Half partial daily allowance	One free meal	8			

Mileage allowance (cents/km)

	2010	2011	2012	2013
Mileage allowance for use of own car	45			
Increase for additional passenger or equivalent amount of goods/baggage	3			
Increase for trailer	7			

If the employee has to find accommodation during the trip, accommodation expenses will be compensated in accordance with the maximum amounts for hotel compensation stated in the State Travel Regulations.

The maximum amounts do not apply in cases where the employer requires that the employee stay at a more expensive hotel.

Overnight accommodation expenses

Max. hotel compensation/night	2010 €/day	2011 €/day	2012 €/day	2013 €/day
In Helsinki, Espoo, Vantaa, Kauniainen	158			
Elsewhere in Finland	98			
No invoice for accommodation: overnight allowance	10			

3. To be eligible for daily allowances, the workplace must be more than 40 kilometres away from the employee's regular workplace or home (depending on where the journey starts), as measured along a commonly used route. The workplace must also be located at least 5 kilometres away from both the employee's regular workplace and the employee's home. The employee should be informed of the start and end place of the journey before the journey begins.
4. Meal allowances are paid according to guidelines issued by the tax authorities. Meal allowances are not paid if the employee is offered a meal benefit in accordance with the employer's taxable values.
5. Local agreements can be made on travel expense compensation unless it is agreed with the senior employee that travel outside regular working hours forms a part of the employee's normal work routine and is observed in salary calculations.
6. Instead of the abovementioned daily and meal allowances, the employer and employee may agree on a separate fixed compensation paid with the monthly salary.
7. Daily allowances for seminars held on boats and meeting or training cruises should be agreed locally. If this is not done, allowances are paid for them according to this collective labour agreement.
8. Local agreements can be made on daily allowances for secondments, taking into account local conditions and other arrangements made by the employer.
9. Exceptions to this Section can be made by local agreement.

15 § Annual Holidays and Holiday Bonuses

1. Annual holidays must be granted according to law.

In determining the length of the annual holiday, the continuous duration of service is considered to be the duration of service before any interruption due to studies that are intended to increase the employee's job-related competence, plus the duration of work

done during studies if the employment contract continues immediately after the end of the studies.

Local exceptions to the holiday season as specified in the Annual Holidays Act can be made by local agreement with the chief shop steward.

2. Annual holiday pay is paid on the company's regulatory paydays, unless otherwise agreed locally.
3. The sum of the holiday bonus is 50% of the sum reached by dividing the monthly salary (monetary remuneration) by 25 and multiplying it by the number of holiday days. For hourly-paid senior employees, the holiday bonus is 50% of the annual holiday pay. Holiday bonuses are paid on the company's next regulatory payday after the holiday, unless the company has other practices.

By mutual agreement, holiday bonuses can be replaced wholly or partly with paid leave so that the number of holiday days received is half of the annual holiday days equivalent to the holiday bonus. I.e. a holiday bonus equivalent to 24 days of holiday results in 12 days of paid leave, unless otherwise agreed locally.

Holiday bonuses are also paid if the employment contract expires or is terminated for reasons beyond the employee's control, and similarly they are also paid to retiring senior employees. Holiday bonuses are paid for holiday pay at the end of temporary employment contracts.

Exceptions to holiday bonuses can be made by local agreement.

4. Exceptions to accumulated holiday provisions can be made by local agreement.
5. Unless otherwise agreed, due holiday bonuses or pay for agreed untaken holiday must be paid at the latest on the last day of the employment contract.

For monthly paid senior employees, holiday pay is calculated at the end of the employment contract by dividing daily salaries by 25.

6. If the employer or senior employee so wishes, untaken agreed holiday from the previous holiday credit year can be included in notice periods that fall during the holiday season (2 May–30 September).

16 § Absence Due to Illness or Accident

1. For each continuous period of incapacity to work due to illness or accident, senior employees will receive pay as follows:

**duration of continuous service
at the time of illness**

duration of paid absence

- less than one month	one week
- more than 1 month, less than 1 year	4 weeks
- more than 1 year, less than 5 years	5 weeks
- 5 years or more	3 months

2. In order to receive pay, the employee must authorise the employer to claim the daily sickness allowance to which the employee would be entitled during the period of disability in accordance with the Health Insurance Act. The receipt of pay is also conditional on the disability not having been caused by the employee's own negligence and on the employee not having known about and wilfully concealed the illness at the time of entering into the employment contract.
3. Employees must inform the employer of their incapacity or disability immediately, giving an estimate of its duration. If the employer so requires, the incapacity must be proved by a certificate from an occupational health doctor or other doctor appointed by the employer, or by another reliable means approved by the employer.

If the employer refuses to approve a medical certificate provided by the employee and asks the employee to visit another doctor, the employer must cover the cost of this visit.

4. If the employee's incapacity to work begins again due to the same illness within thirty days of the day for which the employee last received sick leave pay, the employee is not entitled to a new period of sick leave pay. However, if the employer's payment obligation has been fulfilled for the previous period of incapacity, the employer must pay the employee compensation for one day's waiting time, in accordance with paragraph 2 of Section 19 of the Health Insurance Act.

17 § Maternity, Paternity and Parental Leave

Senior employees are entitled to take leave from work during maternity, special maternity, paternity and parental benefit periods as referred to in the Health Insurance Act.

For maternity leave, senior employees receive three months' pay. In order to receive pay during the leave, the employee must have been employed by the company for at least six months prior to giving birth, and the employee must authorise the employer to claim the daily maternity allowance to which she would be entitled during maternity leave in accordance with the Health Insurance Act. If a senior employee adopts an under-school-age child, the adoptive mother will, on the same conditions as above, receive immediate paid leave for three months, which is comparable to maternity leave. Parental leave is unpaid.

Employees taking paternity leave receive one week's pay. The same conditions apply as to the payment of maternity leave pay.

Senior employees returning from maternity, special maternity or parental leave, child-care leave or temporary or partial child-care leave have the right to return to their

previous job or a comparable position. The senior employees described in this section take priority over temporary employees in filling these positions.

18 § Medical Examinations

Statutory Medical Examinations

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

The employer will cover the cost of essential expenses related to travel to and from such examinations and any re-examinations which may be required, and will grant the employee daily allowance in accordance with Section 19 if the examinations are conducted in a distant location.

Other Medical Examinations

2. Senior employees' pay is not reduced for the time lost in attending medical examinations that are essential for diagnosing an illness, if the need for medical attention is acute and an appointment cannot be made within a reasonable time outside working hours.

Nor is pay reduced if the abovementioned condition is met and the matter relates to:

- an examination by a specialist for obtaining an auxiliary device;
- an examination by an occupational health doctor, a specialist or a specialist clinic to determine the treatment needed for a chronic illness;
- a laboratory or X-ray examination related to a refundable medical examination;
- an essential examination to obtain a health certificate needed for the receipt of maternity pay according to the Health Insurance Act, or any other prenatal medical examination;
- a visit to the dentist, if a sudden dental problem results in an inability to work and requires attention during the same shift. The dentist must provide a certificate to prove the urgency of care.

Procedures related to medical examinations can also be agreed locally according to company-specific needs.

19 § Short Temporary Leave of Absence

1. If a senior employee's child aged under 10 or a child aged under 10 living permanently in the same household with him or her suddenly becomes ill, the employee living in the same household with the child will receive temporary paid leave for a maximum of four workdays for arranging the child's care or for taking care of the child. An employee who is the parent of the child but does not live in the same household with the child has the same right. Eligibility for paid leave requires that both parents are gainfully employed or that the employee is a single parent and that a report on the child's illness similar to that required on the employee's own illness is provided.

Brief, temporary leave of absence (*usually 1–2 days*) granted to senior employees due to the sudden illness or death of a near relative is not deducted from the employees' pay.

Near relative refers to a spouse, the employee's or the employee's spouse's parents, children and siblings. The duration of the temporary leave must be determined in relation to the abovementioned situations and the travel time needed.

2. The monthly salary of senior employees employed in municipal positions of trust is reduced so that the reduced salary plus the compensation for loss of earnings received from the public body add up to the regular monthly salary.
3. Senior employees' pay is not reduced for time lost due to a conscription call-up event or to a separate medical examination related to such a call-up.
4. Senior employees participating in military refresher courses for reservists receive a reduced amount of pay, such that the reduced salary plus the reservist pay received from the state add up to the regular monthly salary.
5. Senior employees who are members of the decision-making bodies of the signatory associations or their central organisations must be allowed the opportunity to participate during working hours in meetings of the decision-making bodies of the association or organisation where collective labour agreement negotiations are conducted.
6. Senior employees will also be granted fully paid leave for their fiftieth and sixtieth birthdays, if they fall on a workday.

20 § Local Agreements

1. The local agreements indicated in the collective labour agreement can be made between the employer and a senior employee, or between the employer and the shop steward. An agreement made by the shop steward is binding on all the senior employees whom the shop steward can be considered to represent. Such agreements can be made for a fixed term or until further notice. Agreements that are valid until further notice can be terminated on three months' notice, unless otherwise agreed. The employee has the right to ask a person who is employed at the same company for assistance during negotiations.
2. Agreements must be made in writing if either party requires it. Any agreements with a validity of more than two weeks must be made in writing.
3. Local agreements form a part of the collective labour agreement. They are applicable even after the collective labour agreement terminates, if they are still valid at that time.

During that time and within one month of a new collective labour agreement coming into force, even fixed-term agreements can be terminated.

21 § Negotiation Protocol for Settlement of Disputes

Any matters related to employment contracts should primarily be discussed between the employee and his/her manager. If the parties cannot agree on the matter, it can be passed on to be handled by the shop steward and a representative of the employer. If the matter cannot be resolved within the company or if there are any disputes regarding the application, interpretation or violation of this agreement, the matter can be passed on to the signatory associations. All discussions must be documented as minutes signed by the parties, which explain the matter in dispute and each party's views, with reasons. If the associations' negotiations do not produce a result, matters related to the interpretation of the collective labour agreement can be put forward to an industrial tribunal, or the parties can agree to have the matter resolved by a court of arbitration.

Negotiations on disputes must be initiated within two weeks of this being demanded by one of the parties. Unless otherwise agreed, local negotiations must be completed within two months.

22 § Group Life Insurance

The employer will acquire and cover the cost of a group life insurance policy for the senior employees to whom this collective labour agreement applies, in the manner agreed between the central organisations.

23 § Membership Fees

With the senior employee's permission, the employer will deduct from the senior employee's salary in each salary payment period the membership fees for YTN's member associations and transfer them to the bank account of the association in question.

24 § Duty to Maintain Industrial Peace

This collective labour agreement is binding for the signatory associations and their affiliated associations, as well as the employers and senior salaried employees who are members of these associations or have been members during the validity of the agreement.

The signatory associations and their affiliated associations must ensure that their members, whether they be associations, employers or senior employees, do not initiate industrial action or otherwise violate the collective labour agreement.

Before any political or sympathetic industrial action is taken, the state conciliator, the Employers' Association and the Federation of Professional and Managerial Staff must be informed by at least four days' notice. The notification must explain the reasons for the industrial action, its planned starting time and its extent.

THE EMPLOYERS' ASSOCIATION TIKLI

Harri Hietala

FEDERATION OF PROFESSIONAL AND MANAGERIAL STAFF YTN

Heikki Kauppi

Tage Lindberg

GENERAL AGREEMENT / ICT SECTOR

I. GENERAL PROVISIONS

1. Organisational and Other Changes

If the company's operations are significantly reduced or expanded, or if there is a handover, merger, incorporation or other major organisational change, the cooperation organisation must be adjusted to correspond to the new size and structure according to the principles of this agreement.

2. Notifications

The employer must be notified in writing of the elected chief shop stewards, shop stewards and health and safety representatives, and in cases where any deputies step in as substitutes. The employer must in turn provide written notification of who is to negotiate with these representatives.

3. Deputies

The provisions of this agreement will apply to the deputies of the chief shop steward, shop steward and health and safety representative for so long as the deputies act as substitutes (the employer having been notified in writing).

II. PROVISIONS FOR SHOP STEWARDS AND HEALTH AND SAFETY REPRESENTATIVES

1. Shop Steward

By "shop steward" this agreement means the chief shop steward, shop steward and deputy shop steward elected by the senior salaried employees associated with the signatory association, bound by this collective labour agreement and employed by the company.

2. Election of Shop Stewards

The senior salaried employees employed by the company as specified above who are members in the signatory association of this collective labour agreement have the right to appoint from among themselves a chief shop steward and a deputy.

The appointment of other shop stewards is agreed locally. The scope of authority of elected shop stewards must be appropriate and sufficiently broad to allow for the handling of matters according to the negotiation protocol.

Different staff groups may agree to have a shared shop steward for the whole company.

Only senior salaried employees with employment contracts that are valid until further notice are eligible.

Elections should be arranged so that the arrangement does not disrupt work at the company and so that all senior salaried employees have the opportunity to participate. Practical arrangements are agreed on locally.

3. Election of Health and Safety Representatives

The election of health and safety representatives and their deputies is stipulated by law. The scope of authority of the health and safety representative can be agreed locally.

4. Position of Shop Stewards and Health and Safety Representatives

In terms of their employment contract, the chief shop steward, shop steward and health and safety representative are in a similar position in relation to the employer, irrespective of whether they carry out their representation duties in addition to their own work tasks or whether they have been released from their work obligations wholly or partly. The representatives must observe general terms of employment, working hours and orders given by supervisors as well as other administrative regulations.

5. Travel Expenses

If the chief shop steward, shop steward or health and safety representative whose scope of authority so requires, as agreed with the employer or at the employer's request, travels to a location outside their workplace for carrying out negotiations included in their representation duties or for conducting other tasks relating to these, the employer will cover the travel expenses in accordance with the travel expense compensations applicable in the company at the relevant time.

6. Release from Work Obligations

If necessary, the chief shop steward, shop steward and health and safety representative must be allowed temporary, regular or complete release from their work obligations in order to carry out their duties.

7. Premises

The employer must organise appropriate premises for the chief shop steward, shop steward and health and safety representative to store the materials and equipment needed for their duties, as well as premises where they can carry out the essential negotiations related to their duties.

The chief shop steward, shop steward and health and safety representative have the right to use the company's general communication and office equipment in order to carry out their duties. In addition, the chief shop steward will receive the generally applicable fringe benefits of a telephone, internet connection and email. Practical arrangements are agreed on locally.

8. Compensation for Shop Steward's and Health and Safety Representative's Duties

The compensation paid to chief shop stewards, shop stewards and health and safety representatives conducting these duties in addition to their own work tasks is determined on the basis of the number of senior salaried employees they represent, as follows:

No. of senior salaried employees at end of previous year:	1 July 2010 €/month	1 October 2010 €/month
5–10	58	62
10–24	91	97
25–50	118	126
51–100	169	181
101–200	200	214
201–400	235	251
401–600	266	285
601–	309	331

The chief shop steward, shop steward and health and safety representative must inform the employer of any periods for which compensation should be paid to their deputies.

Corporations' chief shop stewards and negotiating chief shop stewards will be paid compensation on the basis of the number of senior salaried employees they represent

9. Salary and Transfer Protection

Opportunities for chief shop stewards, shop stewards and health and safety representatives to develop and progress professionally must not be adversely affected due to their positions. They may not be transferred to jobs with lower salaries than those they held on election while carrying out their representation duties or because of them. Nor may they be transferred to lower-grade positions if the employer is able to offer them work that corresponds to their competence.

Chief shop stewards, shop stewards and health and safety representatives who represent more than five senior salaried employees may not without their consent be transferred to such travel-incurring or shift work that would essentially hinder the completion of their representational duties.

The wage development of the chief shop steward and the shop steward must correspond to the wage development that takes place at their level within the company. The employer and the chief shop steward or shop steward in question must discuss the matter at least once during each term.

10. Maintenance of Professional Competence

When a chief shop steward's or health and safety representative's representational term ends, the employer must discuss with them whether their return to their original positions or to a similar position requires professional training. The employer will organise the training that is deemed necessary.

11. Transfer of Business

Chief shop stewards and health and safety representatives will keep their posts in the case of business transfers or handovers if the transferred business or part of business retains its independence. If the transferred business or part of business loses its independence, the chief shop steward and health and safety representative have the right to the post-term protection described in this agreement from the day on which their terms finish due to the business transfer.

12. Financial and Production-Related Grounds for Dismissal

If the company is laying off or dismissing personnel due to financial or production-related reasons, the chief shop steward and the health and safety representative cannot be dismissed or laid off unless the company's operations are discontinued completely with regard to the senior salaried employees they represent. The company can be exempted from this rule if the representative and the employer mutually agree that the representative cannot be offered work that corresponds to his/her competence or is otherwise suitable.

A shop steward's employment contract can only be terminated when his or her work ends completely and no other work that corresponds to his/her competence is available.

13. Individual Protection

Chief shop stewards, shop stewards and health and safety representatives may not be dismissed for reasons dependent on their own actions without approval from a majority of the senior salaried employees they represent, as stipulated in the Employment Contracts Act.

The contracts of chief shop stewards, shop stewards and health and safety representatives may not be cancelled in violation of Sections 1–3 of Chapter 8 of the Employment Contracts Act. Their contracts cannot be terminated on the grounds that they have violated the administrative regulations, unless they have simultaneously, significantly and repeatedly, despite warnings, failed to carry out their work duties.

If a chief shop steward's or health and safety representative's employment contract is terminated and they make a complaint regarding the termination, and proceedings begin within four weeks of the termination of the contract, the employer must pay the chief shop steward or health and safety representative a sum equivalent to one month's pay, in addition to any other applicable compensation.

If an employer terminates the contract of a deputy chief shop steward or lays off him or her while he or she is not acting as a substitute for the chief shop steward or does not otherwise have the position of chief shop steward, the dismissal or layoff is considered to be due to the senior salaried employee's position of trust, unless the employer can show it had other grounds.

14. Candidate Protection

The above employment contract protection regulations also apply to candidates for chief shop steward or shop steward put forward by the association or by the senior salaried employees, of whose candidacy the employer has been informed in writing. Similarly, they apply to candidates for health and safety representative, of whose candidacy the health and safety committee has been informed in writing. This candidate protection begins at the earliest three months before the beginning of the term of the chief shop steward or health and safety representative who is to be elected, and ceases when the results of the election are announced.

15. Post-Term Protection

The above employment contract protection regulations also apply to former chief shop stewards, shop stewards and health and safety representatives for six months after the end of their term.

16. Compensation

If the employment contract of a chief shop steward, shop steward or health and safety representative is terminated in violation of this agreement, the employer must pay them compensation equivalent to between 10 and 30 months' pay.

17. Information Provided to Shop Stewards

In disputes concerning the duties of the chief shop steward or shop steward in accordance with this agreement, the chief shop steward or shop steward must be provided with all the necessary information for processing the matter in dispute.

The chief shop steward and shop steward have the right to receive a list of the surnames and first names, employment contract start dates and departments or other units of the senior salaried employees within the scope of their authority. The chief shop steward and shop steward will also be provided with information on new senior salaried employees, on request. The chief shop steward and shop steward are provided with the information in writing, on request.

The chief shop steward of the company is provided with the average monthly salary data of the senior salaried employees in the scope of his/her authority, collated by salary group and sex. The information is provided based on October's salaries. The chief shop steward may not receive average monthly salary data on groups of fewer than five people.

The chief shop steward and shop steward have the right to see a list of the emergency work and overtime done by the senior salaried employees within the scope of their authority, compiled in accordance with the Working Hours Act.

The chief shop steward and shop steward must maintain all the information received within the scope of their duties as confidential.

Use of External Workforce:

The employer must inform the chief shop steward in advance of any external workforce being used to supplement the work of the company's senior salaried employees.

Short-term use of external workforce may be exempted from this and can be reported afterwards.

The use of external workforce should be arranged so that the company's regular workforce does not need to be reduced or laid off.

18. Meetings

The employee group covered by this agreement has the right to arrange meetings on employment contract matters, outside of working hours, at the workplace or in other premises appointed by the employer, taking into account locally agreed conditions and requirements.

19. Staff Internal Notifications

The employee group has the right to post notifications of labour market matters and general issues on the workplace's notice board.

III. TRAINING

1. Professional Training

Unless otherwise agreed, the following provisions will apply:

When the employer provides professional training to senior employees or sends senior employees on training related to their professions, the employer will cover the direct costs of the training without reducing the employees' pay.

If the training takes place outside of regular working hours, the employer will cover the direct costs. No compensation will be provided for time spent in training or related travel outside of regular working hours. Travel expenses are compensated according to the collective labour agreement.

2. Shared Training

Participation is agreed locally and costs are covered in the same way as for professional training.

3. Trade Union Training

The chief shop steward, the deputy chief shop steward, the shop stewards, the deputy shop stewards and the representatives of senior salaried employees in occupational health and safety, including the members of the health and safety committee or other health and safety bodies, have the right to take part in trade union training events approved annually by the central organisations, unless this significantly hinders the company's operations. The employer must be notified of participation in such training at the earliest possible time. The employer must make any objections known at the latest 10 days before the training, after which a more suitable course date should be identified by mutual agreement.

Other training needed by the chief shop steward should be agreed locally.

During training, the employer will pay the salaries of the chief shop steward, deputy chief shop steward, shop steward and deputy shop steward for a maximum of one month, and the salaries of the employee representatives involved in health and safety bodies for a maximum of two weeks. In addition, the meal allowances agreed by the central organisations must be paid for each paid course day.

The chairmen of the signatory associations' member associations will be paid salaries in accordance with the above stipulations on the condition that the company has at least 100 employees covered by this agreement, and the member association has at least 50 members. In addition, meal allowances must be paid for each paid course day.

The employer will only pay such compensation once to each person for training events with similar content.

IV. VALIDITY

This agreement is valid as a part of the collective labour agreement.