

# Collective agreement

The collective agreement at Wapice is a set of jointly agreed guidelines and rules on the principles of work.

June 22, 2023





### BELIEVING IN PEOPLE

We wapiceans matter—we are the core of our business. Being in the core brings responsibility to give our very best for the business every day. Along with the responsibility comes the freedom and the mutual trust.

We also share common will to care for well-being of the colleagues. Our leadership culture believes in people and self-driven working style. The leaders are there to support our staff to use their full potential to reach the goals and to work with meaningful tasks.

### SUCCEEDING TOGETHER

Succeeding together is seamless cooperation between Wapice experts and with our customers. Our ultimate goal is the customers'success created by strong technology competence. We always look things from the customers' perspective and provide unique experiences from human to human by professional customer service.

We want to exceed the expectations. We value effective information sharing and learning by doing attitude. Internal cooperation across the organization guarantees customers the availability of Wapice entire service offering with the best expertise. For us 1+1 is always more than 2.

### PASSION TO BE AHEAD

We have strong pioneering mindset and we always aim at being the industry forerunner. Technology research and new innovations are the key factors of our competitive advantage.

Wapice organization creates the soil for learning organization and target oriented individual growth. We are the professionals striving for efficiency without forgetting to celebrate the achievements together.





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01	General provisions	4
02	Salary and employment relationship	6
03	Working hours and travel	10
04	Holidays, absences and wellbeing	20
05	Shop steward and occupational safety and health representative	28
06	Negotiation and other provisions	38
07	Annexes	43



### General provisions

### 1.1 SCOPE OF APPLICATION

TThe collective agreement applies to all Wapice Oy employees under contract, with the exception of those in managerial positions who have a separate executive contract.

### 1.2 TERM OF THE AGREEMENT

This collective agreement is valid from the signing of the agreement until 31 December 2023, after which the collective agreement is valid indefinitely subject to three (3) months' notice, also taking into account the termination clause agreed in section 2.6 regarding the wage settlement.

If a party terminates the collective agreement within the said notice period, the agreement shall terminate in its entirety for all parties at the end of the notice period.

### 1.3 INDUSTRIAL PEACE

Industrial action against this agreement or any of its provisions is prohibited for the duration of the agreement.

### 1.4 BASIC RIGHTS

The freedom of organisation and association of the employer and the employees is inviolable on both sides.

### 1.5 RIGHT TO DIRECT WORK

The employer has the right to direct and control work and manage employment relationships. Employees shall perform their work carefully, observing the instructions and directions concerning performance issued by the employer within its competence.

### 1.6 ANNEXES

The annexes to the collective agreement do not form part of the collective agreement and do not have the legal implications of a collective agreement. The annexes are informative in nature and describe the situation at the time the collective agreement was concluded.



### Salary and employment relationship

Work plays a big part in all of our lives and we spend a significant part of our days at work. This is why work should be meaningful and rewarding, and why we also pay appropriate compensation for the work done. At Wapice, we reward the ability to take responsibility for ourselves, our development, our collective success, sharing knowledge, creating and experimenting, and enabling

our customers to succeed. The level of compensation is thus linked to all of Wapice's values and our collective success as individuals and as a community.

At Wapice, we pay higher than the national minimum rates of pay. Our aim is to promote fair and equal pay, motivate good performance and ensure the competitiveness of the company.

### 2.1 START AND END OF EMPLOYMENT

The employment contract is made in writing. At the start of the employment relationship, the new employee is informed of all the relevant terms and conditions of employment, the collective agreement and its annexes, any local agreements concluded and the shop stewards at the workplace during induction at the latest.

If an employee terminates his or her employment relationship, he or she has to give one month's notice, unless otherwise agreed in the employment contract or upon termination.

If the employer terminates the employment relationship, the notice periods set out below apply, unless otherwise agreed in the employment contract or upon termination.

- 1 month if the employment relationship has continued for up to 4 years;
- 2 months if the employment relationship has continued for more than 4 years but no more than 8 years;
- 4 months if the employment relationship has continued for more than 8 years but no more than 12 years;
- 6 months if the employment relationship has continued for more than 12 years.

### 2.2 EMPLOYEE'S SALARY

An employee's salary is agreed on an individual basis in an employment contract, taking into account the demands of the job and the person's skills, training and qualifications. If the job requirements or other pay criteria change, the employee must be clearly informed of the changes and the reasons for them. The employer shall inform the employee, on request, of the basis and level of his or her remuneration, either during career development discussions or by any other appropriate means.

The agreed salary shall always be higher by at least the agreed percentage than the minimum rate of pay for the relevant salary level description, as set out in the current or most recent nationally agreed minimum salary table in the IT Service Sector Collective Agreement.

The percentage is agreed locally with the shop steward on a calendar year basis. At the time of signing this agreement, this percentage is 5%.

### 2.3 MONTHLY SALARY DIVISOR

The hourly wage is calculated by dividing the monthly salary by a factor of up to 158.

### 2.4 TRAINEES AND SUMMER WORKERS

### **Trainees**

The total duration of training may not exceed one year, considering the combined duration of all training periods. However, if the trainee works less than 18 hours a week, the combined duration of all training periods can be up to two years.

A trainee's pay shall not be less than 85% of the salary for the post in question. Different pay rates may be agreed for trainees under contract who do not have the experience required for the job in question and whose degree requirements include a period or periods of training.

### Summer workers

A summer worker who has no professional training or experience in the field is paid at least 75% of the minimum rate of pay for the job.



### 2.5 PERFORMANCE-BASED REWARD SYSTEM

If a performance-based reward system is introduced at the workplace, the employer must inform and consult employees covered by the system about the objectives, indicators, target levels, rewards and other conditions of the system before it is implemented.

At the time of signing this collective agreement, the workplace has an annual reward system for all staff, based on the company's profitability and employee contribution. The terms and conditions of this performance-based reward system are set annually.

### 2.6 PAY REVIEWS

The pay settlement is negotiated locally on an annual basis, taking into account the company's financial, order book and employment situation, as well as cost competitiveness in the market. Well in advance of the start of local negotiations, the employer shall provide the shop steward with the necessary information on the financial, order book and employment situation of the company or workplace and their foreseeable development. It is also appropriate to provide information on the grounds for the proposal for a pay settlement as a basis for negotiations.

The underlying idea behind a pay settlement is that pay increases should reflect Wapice's financial performance. When Wapice's business is doing well, its salary paying capacity is better which means higher pay rises. During economically weaker times, salaries can increase less to ensure the continuity of the company's business.

If a local agreement on a pay settlement has not been reached by 31 March, a party to the collective agreement may terminate this collective agreement with one month's notice.

### Pay settlement for 2023

The shop stewards have locally agreed with the employer on the pay settlement for 2023 in connection with the signing of this collective agreement.

In 2023, salaries will be raised by a general pay increase of 3.50% as of 1 September 2023. In addition, a one-off payment of 12.50% will be made, calculated on the basis of the salary for February 2023.

Future pay settlements will be negotiated locally each year.



### Working hours and travel

Although work is an important part of our daily life, there is much more to it. This is why Wapice employees have regular working hours, and the idea is that they should be able to do their work within these hours. Wapice also wants to be a flexible employer and support work-life balance in line with our human resources plan. This is also reflected positively in the results of our job satisfaction surveys.

One of Wapice's values is Believing in people. This means, among other things, that we trust our employees' ability to balance freedom and responsibility at work and to judge how, where and when it is best to work. Examples of this include our flexible hybrid working model and our travel policy that takes into account the circumstances of the employer, the employee and the customer. However, work is done together, and jointly created rules make working smooth and flexible for everyone at the same time. For example, flexible working hours, a working time bank and different working time arrangements according to individual circumstances increase flexibility. As a responsible employer, we also comply with the law in our collective tive agreement and internal guidelines.

### 3.1 REGULAR WORKING HOURS IN DAY-TIME WORK

### 3.1.1 Length of regular working hours

The maximum regular working hours are 7.5 hours per day and 37.5 hours per week, unless otherwise agreed locally.

### 3.1.2 Midweek public holidays

Midweek public holidays that reduce the regular weekly working time are those that fall on a day other than Saturday or Sunday:

New Year's Day

May Day

· Christmas Eve

Epiphany

Ascension Day

· Christmas Day

Good Friday

Midsummer Eve

Boxing Day

• Easter Monday • Independence Day

An employee who is paid on an hourly basis shall be paid a midweek public holiday compensation for the above holidays, regardless of whether the employee is at work or off work on that day. The midweek public holiday compensation equals the average pay for the number of daily hours worked during the previous six months. However, in order to qualify for the midweek public holiday compensation, the employee must have approved recorded working hours during the calendar month in question.

Other arrangements can be agreed locally for midweek public holidays and the placement of working hours on midweek public holidays.

### 3.1.3 General provisions on the organisation of working time

### 3.1.3.1 WEEKLY HOLIDAYS

Weekly holidays are, as a rule, Saturday and Sunday. If the need arises, it may be agreed with the employee that Saturday may be a working day, in which case another day off per week will be given, aiming for Monday. The employer must offer the days off in consecutive days. At the employee's request, an exception may be made.

### 3.1.3.2 WORKING WEEK AND WORKING DAY

The working week starts on Monday. The working day is a calendar day, unless otherwise agreed locally.

### 3.1.3.3 BREAKS

Employees are entitled to a lunch break of up to one hour. Lunch breaks do not count as working time. There are two refreshment breaks included in the working time.

If working hours exceed 10 hours per day, the Working Hours Act also entitles the employee to take a break of up to half an hour after eight hours of work.

### 3.1.3.4 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

For work performed after 17.00 on Sundays, public holidays or New Year's Eve, a 100% Sunday work compensation is paid in addition to the normal salary in accordance with Section 20 of the Working Hours Act. If the work is also additional or overtime work, it will also be remunerated at the rates set out in this collective agreement.

### 3.1.3.5 SHIFT WORK

At the time of signing the contract, Wapice does not have any shift work. Any transition to shift work and its conditions are agreed locally.

### 3.1.4 Flexible working hours and working time bank

### 3.1.4.1 FLEXIBLE WORKING HOURS

Wapice has flexible working hours, allowing the employee's balance to vary between +60 / -20 hours in accordance with the Working Hours Act.

The company applies the employer's flexible working hours policy in force at any given time. The policy in force at the time of signing this collective agreement is attached as Annex 2 to this collective agreement. The annex describes the company policy and is not a contractual part of this collective agreement.

### 3.1.4.2 WORKING TIME BANK

Any surplus hours worked can be deposited in the bank for later use as time off.

The company uses a working time bank agreed with the staff representative at any given time. The policy in force at the time of signing this collective agreement is attached as Annex 1 to this collective agreement. The annex describes the company policy and is not a contractual part of this collective agreement, but an agreement between the employer and the staff representatives within the meaning of the Working Hours Act.

### 3.1.5 Weekly rest period

Working hours must be organised to allow employees an uninterrupted rest period of 35 hours each calendar week, preferably around a Sunday. The weekly rest period can be scheduled for an average of 35 hours over a period of 14 days. However, the weekly rest period must be at least 24 hours a week.

If employees are temporarily required to work during their time off, they must be compensated for the weekly time off not taken by reducing their regular working hours by the number of hours worked during the weekly rest period. Unless otherwise agreed, working hours must be reduced within three months of the work done at the latest. With the consent of the employee, the weekly rest period not taken may also be compensated by a basic hourly rate for the time worked.

### 3.2 ADDITIONAL WORK AND OVERTIME

Additional work and overtime is rarely done at Wapice and is agreed separately in writing between the employee and the employer.

Additional work is work done at the employer's initiative and with the employee's consent between the agreed regular working hours and the longest regular working hours permitted by law. Additional work is normally paid at a basic hourly rate for the hours worked, plus a 50% increase if the additional work is carried out between the maximum regular working hours (7.5 h/day and 37.5 h/week) as defined in the collective agreement and the longest regular working hours (8 h/day and 40 h/week) permitted by law.

Overtime is work done at the employer's initiative and with the employee's consent in excess of the legal limits on regular working hours (8 h/day and 40 h/week).

- Daily overtime is paid at the basic rate plus 50% for the first two (2) hours and the basic rate plus 100% for the following hours.
- Weekly overtime is paid at the basic rate plus 50% for the first eight (8) hours and the basic rate plus 100% for the following hours.

Additional work, overtime and Sunday work will, as a rule, be compensated in money. As an exception, a different arrangement may be agreed with the employee, in which case the compensation will be made in the form of time off at the corresponding increased rate.

If the work carried out by the employee continues beyond the turn of the working day, the work is considered as uninterrupted work for the previous shift for the purpose of calculating the compensation for additional work and overtime, until the employee's normal working hours begin. These hours are not taken into account when calculating the regular working hours of the following working day.

### 3.3 EVENING AND NIGHT ALLOWANCES

When the work is not overtime or shift work and the employee must perform it between 18.00 and 22.00, such work is considered evening work, while work performed between 22.00 and 06.00 is classified as night work.

An evening allowance is paid for regular working hours worked in the evening, the amount of which is in accordance with the collective agreement in force or the most recent nationally agreed IT Service Sector Collective Agreement.

The night allowance is twice the evening allowance, unless otherwise agreed locally. Night work is permitted in accordance with the provisions of section 8 of the Working Hours Act or by local agreement.

### 3.4 STANDBY DUTY, CONTACT ALLOWANCE AND EMERGENCY WORK

### 3.4.1 Standby duty

At Wapice, there is rarely any need for off-hours standby duty, as the work is mainly done during normal working hours. However, if the employee is on standby, as agreed with the employee, the following rules apply:

- An effort is made to organise the standby as a single period, and it is not counted as working time.
- The standby period is interrupted when the employee starts work after receiving the request to do so.

The employer informs the shop steward of any standby agreements concluded. The standby allowance is between 20% and 50% of the basic hourly rate, or it can also be set at a fixed amount in euros.

Other arrangements for standby duty can also be agreed locally.

### 3.4.2 Contact allowance

The contact allowance is payable for contact in accordance with the guidelines in force at the time, other than during the employee's standby or working hours, where the employee gives instructions or orders for work to be carried out which, in view of the urgency of the matter and the employer's activities, cannot wait (for example, because of the schedule of a client project) until the start of the next regular working period.

A basic hourly rate for one hour will be paid for the contact. Between 21.00 and 06.00 and on Sundays, public holidays, Independence Day and May Day, a basic hourly rate for two hours is paid for contacts made. Multiple contacts during the same hour, if any, will be counted as part of the allowance for that hour.

It is advisable for the employer and the employee to discuss the nature of the principles and guidelines governing contacts outside working hours or standby duty and the conditions for the payment of contact allowances.

### 3.4.3 Emergency work

Emergency work is carried out on the basis of emergency calls, which require the employee to come to work outside regular working hours after he or she has already left the workplace.

Emergency work is paid at least one hour's pay and an emergency allowance as follows:

- a. If the call is issued after regular working hours or on the employee's day off but before 21.00, an emergency allowance equal to 2 hours' pay will be paid.
- b. If the call is issued between 21.00 and 06.00, an emergency allowance equal to 3 hours' salary will be paid.

If, in the case referred to in point (b) above, the work is daily overtime, the overtime rate for work performed as emergency work is immediately 100%.

Travel time is treated as working time for emergency work, unless otherwise agreed locally.



### 3.5 TRAVEL - GENERAL PROVISIONS

### 3.5.1 Obligation to travel

The employee is obliged to make the journeys necessary for the performance of his or her duties. Journeys must be carried out in an appropriate manner so as not to take up more time or incur more costs than is strictly necessary for the performance of the duties.

Business trips are carried out in accordance with the Wapice travel policy in force at the time.

### 3.5.2 Start and end of business trip and travel day

The business trip and the travel day entitling a daily allowance start when the employee leaves his or her place of work or, by agreement, his or her home before the start of regular working hours, and end when the employee returns to work or, after regular working hours, goes straight home.

### 3.5.3 Training trips

The provisions of this collective agreement concerning the reimbursement of travel expenses also apply to training trips ordered by the employer.



### 3.6 REIMBURSEMENT OF TRAVEL EXPENSES

### 3.6.1 Travel expenses

The employer reimburses all necessary travel costs, including accommodation, ticket prices, luggage costs and, if the trip is overnight, the cost of sleeper tickets. If necessary, the reimbursement of travel expenses and other details of the trip should be worked out together before departure.

### 3.6.2 Daily allowance

A daily allowance is paid when the temporary place of work is, measured by the usual means of transport, at a distance of more than 40 kilometres from the employee's regular place of work or home (depending on the point of departure) and at least 15 kilometres from both the employee's regular place of work and home.

The amount of the daily allowance is the maximum amount that the Tax Administration determines as tax-free each year. Neither the Tax Administration's decision nor the instructions issued by it are part of this collective agreement.

At the time of signing this collective agreement, daily allowances are paid in accordance with the practice outlined by the Tax Administration as follows:

Daily allowance requirement	Daily allowance
a business trip of more than 6 hours	half-day allowance
a business trip of more than 10 hours	full-day allowance
a short day that goes beyond the last full travel day by at least 2 hours	half-day allowance
a short day that goes beyond the last full travel day by at least 6 hours	full-day allowance

The daily allowance is halved if the employee has received two free meals (full-day allowance) or one free meal (half-day allowance). Breakfast does not count as a free meal in this context.

### 3.6.3 Meal allowance

If no daily allowance is paid for the business trip and the employee cannot eat in the employer's canteen or in his or her own home because of the work, and there are no eating facilities in the vicinity of the temporary place of work that would offer the same standard of service as those at the employee's regular place of work, the employee is entitled to a meal allowance. The amount of the meal allowance is the amount that the Tax Administration determines as tax-free each year.

### 3.6.4 Accommodation costs

Accommodation costs are reimbursed by paying either the cost of accommodation or an overnight travel allowance as follows:

### **Accommodation costs**

If accommodation is not provided, the employer will reimburse the costs of accommodation during the business trip in accordance with the report it has approved.

### Overnight travel allowance

The maximum amount of the overnight travel allowance determined by the Tax Administration as tax-free each year is paid for a travel day entitling a daily allowance, during which the employee has not been provided with free accommodation or has not received an accommodation allowance or a place to sleep during the trip. However, no overnight travel allowance will be paid if the employee has unjustifiably failed to take advantage of accommodation booked and notified by the employer.

### 3.6.5 Compensation for the use of personal car

If the use of a personal vehicle has been agreed upon, the compensation determined by the Tax Administration as tax-free each year will be paid.

If an employee is required to come to or leave emergency or overtime work during a time of day when there is no regular transport service, or if he or she is called to emergency work so urgently that it is impossible to reach the place of work by public transport, the employee is reimbursed for travel expenses or, if the employee uses his or her personal vehicle, for the use of said vehicle.

### 3.7. COMPENSATION FOR TRAVEL TIME

Employees are encouraged to use the time spent travelling for work, in which case it counts as working time and adds to surplus hours. Travel time is not counted as working time unless it is considered as work.

Wapice has two alternative models for compensating travel during time off:

- Travel during time off is covered by the employee's salary or otherwise taken into account in the terms of employment.
  - This is agreed with the employee at the time of signing the employment contract or otherwise, for example when the amount of travel changes during the employment relationship.
- 2. As compensation for the time spent travelling during time off, the employee is paid the basic salary, up to a maximum of 8 hours per working day and 16 hours per day off.

Full half hours are counted as travel time. For the period between 21.00 and 07.00, no compensation is paid for the time spent travelling if the employer provides the employee with a sleeper ticket.

When calculating the regular weekly working time, the hours used for travelling, up to the maximum number of regular daily working hours under the working hours system on days when the regular daily working time is not otherwise reached, are also taken into account for the purpose of calculating weekly overtime. However, these hours are not counted as actual working hours.

The provision on the compensation paid for the time spent on travelling during time off does not apply to travel abroad, company recreational trips or participation in training events.



### Holidays, absences and wellbeing

Wapice people share a common concern for caring for each other. Succeeding together, as our values dictate. We offer our employees numerous staff benefits, flexibility and development opportunities, some of which are also included in our collective agreement. For example, employees have access to comprehensive occupational health services, extensive insurance cover, skills development opportunities and career paths. We

also want to strengthen our people-oriented culture, which is why we have introduced a number of conditions in the collective agreement that go beyond the national collective agreement in our sector, such as longer paid family leave and various welfare-related additions. We are also constantly developing these things by listening to our staff, and every Wapice employee's input and ideas are warmly welcome.

### 4.1 DETERMINATION OF ANNUAL LEAVE

The annual leave of employees is determined by the Finnish Annual Holidays Act.

Employees have the option of saving part of their annual leave for a later date in accordance with the Annual Holidays Act (carried-over holiday entitlement).

### 4.2 EXTRA TIME OFF FOR EMPLOYEES

If the employee so wishes, the employer strives to arrange for unpaid leave from work in addition to the paid annual leave, so that the paid and unpaid leave total at least 4 weeks.

### 4.3 HOLIDAY BONUS

### Amount and payment of holiday bonus

Unless otherwise agreed locally, 50% of the employee's statutory annual leave pay is paid to the employee as a holiday bonus at the same time as the annual leave pay is paid.

The employer and the employee may agree in writing each year on the taking of paid leave equivalent to holiday pay. In this case, the full holiday bonus for 24 weekdays (four weeks) of annual leave is equivalent to 12 weekdays (two weeks) of holiday bonus leave. Holiday bonus leave is given to the employee at a time determined by the employer, unless otherwise agreed by the parties. For the holiday bonus leave, the employee earns annual leave.

### Holiday bonus at the end of employment

If the employer dismisses the employee for reasons other than the employee's fault, so that the employment relationship ends during the holiday period, the holiday bonus is paid on the basis of the holiday bonus for the previous leave accrual year.

### Retirement

An employee who retires is paid a holiday bonus and compensation based on the employee's annual leave pay and compensation.

### Military service

For an employee leaving for military service or non-military service, holiday bonus is paid after returning to work.

### Agreement on non-payment of holiday bonus

If the company has grounds for dismissal under Chapter 7, Section 3 of the Employment Contracts Act due to its financial situation, it is possible to agree locally not to pay the holiday bonus in full or in part. Such an agreement can only be concluded for one leave year at a time. In connection with the agreement, the employer must explain how the cost savings resulting from the non-payment of holiday bonus will be used.

### 4.4 INCAPACITY FOR WORK AND SICK PAY

### **4.4.1 Sick pay**

The employee is entitled to pay for time off sick, provided that

- · he or she is unable to work because of illness or accident and
- has not caused his or her incapacity for work intentionally or through gross negligence.

The employee must immediately notify the employer of his or her incapacity for work and, if possible, its duration. On request, the employee must present a medical certificate of incapacity for work or other evidence of incapacity for work accepted by the employer.

Sick pay is paid for each case of incapacity for work as follows:

Continuous duration of employment	Length of paid period
1 month, but less than 3 years	4 weeks
3 years, but less than 5 years	5 weeks
5 years, but less than 10 years	6 weeks
at least 10 years	8 weeks

In the case of employment relationships that have continued for less than a month, sick pay is determined in accordance with Chapter 2, Section 11 of the Employment Contracts Act.

### 4.4.2 Recurrence of the same disease

If the employee falls ill with the same disease within 30 days of returning to work, the periods of absence are added together as if it were a single period of illness.

However, sick pay is paid for the deductible period within the meaning of Chapter 8, Section 7(2) of the Health Insurance Act.

### 4.4.3 Sick pay and deductions from it

The employer may choose to pay sick pay in one of the following ways:

- 1. For the days of no pay referred to in the Health Insurance Act, a full salary is paid, and for the following working days, the difference between the daily salary and the daily allowance payable under the Health Insurance Act.
- 2. The employer will pay the employee's salary and claim the daily allowance due to the employee under the Health Insurance Act for this period.

If the daily allowance referred to in the Health Insurance Act is not paid for reasons attributable to the employee, or if it is paid at a lower than the statutory rate, the employer's obligation to pay salary is reduced by the amount not paid.

Sick pay is reduced by the daily allowance or comparable compensation received for the same incapacity for work and for the same period, which is paid under an insurance scheme partly or wholly sponsored by the employer or by a health insurance fund receiving a contribution from the employer.



### 4.5 MEDICAL EXAMINATIONS

The salary for regular working time will not be reduced in the following cases, provided that the examinations and tests are arranged without unnecessary loss of working time and the employer has been informed in advance.

- For the necessary medical examinations to establish incapacity for work or illness, or in the event of a substantial aggravation of a previously diagnosed illness, or for laboratory and X-ray tests in connection with the examination.
- For being admitted to hospital for observation or examination because of symptoms of illness.
- 3. For the period of incapacity for work resulting from a medical examination.
- 4. For the period of incapacity for work caused by treatment for cancer.
- 5. For the treatment of an acute dental disease, if the dental disease causes incapacity for work, the dental disease requires treatment on the same day or during the same work shift, and a certificate issued by a dentist proves the incapacity for work and the urgency of the treatment.
- 6. When a pregnant employee undergoes prenatal medical examinations.
- 7. When a non-birthing employee attends his or her partner's labour and delivery, up to one working day.
- 8. When a non-birthing employee attends one ultrasound scan of his or her unborn child.
- 9. When chronic illness requires a medical examination by a specialist in the relevant field to determine the treatment.
- When a medical examination by a specialist in the relevant field is necessary to determine treatment, such as prescribing an assistive device such as eyeglasses.
- 11. For the necessary medical examinations to determine the treatment of another previously diagnosed illness.
- 12. For checkups within the meaning of the government resolution on statutory occupational health care and approved in the occupational health care action plan.
- 13. For examinations performed under the Young Workers' Protection Act.
- 14. For examinations required by the Health Care Act for which the employer sends the employee.

### Travel expenses and daily allowance

For the medical examinations and tests referred to in points 12 to 14 above, the employer shall pay the necessary expenses for travel to the tests or follow-up examinations and the daily allowance if they are performed in another locality. If the examination takes place during the employee's time off, the employee will be paid an amount equivalent to the minimum daily allowance under the Health Insurance Act for additional expenses.

### 4.6 FAMILY LEAVES

### 4.6.1 Pregnancy and parental leave pay

An employee' entitlement to pregnancy and parental leave is determined by the Employment Contracts Act and the Health Insurance Act.

A birthing parent whose employment has been continuous for at least five months before the calculated date of childbirth is paid a monthly salary and benefits in kind, without extra allowances, for a total of up to 76 weekdays during the period of continuous pregnancy and parental leave.

A non-birthing parent whose employment has been continuous for at least five months before the calculated date of childbirth is paid a monthly salary and benefits in kind, without extras, for the first 36 weekdays of parental leave.

A non-birthing parent is a parent who is the custodian of the child, a person who has acknowledged the parenthood of the child or a person who has adopted the child of a person other than the spouse, as referred to in Chapter 9, Section 5(1-3) of the Health Insurance Act.

An adoptive parent's right to a salary applies to a child under the age of 7. The continuous duration of employment required for the payment of salary is calculated from the date on which the adopted child is placed in care and, in the case of intrafamily adoption, before the confirmation of legal parenthood.

Instruction for application: This provision applies from the date of adoption of the collective agreement to an employee whose entitlement to pregnancy and parental allowance is determined by a Kela decision on the basis of the provisions of the Health Insurance Act that entered into force on 1 August 2022 (calculated date of childbirth on or after 4 September 2022). Any paid maternity, paternity and adoption leaves already taken will be deducted from the paid leaves provided for in the family leave provisions of the collective agreement.

### 4.6.2 Employer's entitlement to daily allowance and deductions

For the period for which the employer has paid the employee the above-mentioned maternity or parental leave allowance, the employer shall be entitled to recover as reimbursement the daily allowance or similar allowance due to the employee by law or by contract, or to recover the amount thereof from the employee, but not more than the amount it has paid.

### 4.7 ILLNESS AND OTHER ABSENCES OF THE CHILD

### 4.7.1 Illness of the child

In the case of the sudden illness of a child under 10 years of age or a disabled child under 18 years of age, the carer is paid in accordance with the provisions on sick pay for an absence of up to four working days required to organise the care of the child or to look after the child. Salary payment is conditional on the employee being a single parent or the child's other carer being unable to care for the child due to work, study, sudden and short-term illness or other compelling reasons.

The child's carer is also entitled to up to four days' paid leave if the carer of a child who is normally looked after at home is unable to care for the child due to his or her own sudden and short-term illness.

In both cases, the employee must present, on request, a medical certificate or other evidence of the child's illness and the impediment of the other carer, accepted by the employer.

An employee's annual leave benefits will not be deducted for the above absence.

It is possible to reach a different agreement on this point locally, taking into account mandatory legislation.

### 4.7.2 Absence for an unforeseen reason

An employee is entitled to a maximum of two days' paid absence from work if his or her presence is necessary for an unforeseeable and compelling reason arising from an illness or accident affecting his or her parents, spouse or child. However, the right to paid absence is limited to once in any 12 consecutive months.

The employee must inform the employer of his or her absence and the reason for it as soon as possible. At the employer's request, the employee must provide a reliable explanation of the reasons for the absence (for example, a sick leave certificate for the child).

### 4.7.3 Civic activities

An employee is paid the difference between his or her salary and the compensation for loss of earnings when he or she participates during working hours in the work of a municipal council or board or of an election board or commission for statutory elections. An employee's annual leave benefits are not reduced because meetings are held during working hours.

An employee's salary and annual leave benefits are not deducted if he or she participates as an elected representative in the union, representative council or annual meeting of Akava, the Federation of Professional Staff YTN and its national affiliates and Tietoala ry, or in meetings of the board of directors or a committee appointed by these organisations.

### 4.7.4 Other paid holidays and benefits

### Moving date

An employee is entitled to paid time off for a moving day that falls on a working day, but not more than once in any 12 consecutive months.

### **Anniversaries**

An employee whose employment has continued for at least one year is entitled to a paid day off at the age of 50 and every ten years thereafter, the date of which is to be agreed separately.

### Weddings

An employee is granted a paid day off for his or her own wedding that takes place on a working day.

### Death of a family member and funeral

The aim is to enable the employee to take a short period of temporary absence in the event of the death of a family member and funeral. The employee's annual leave benefits and earnings will not be reduced for such absence.

A family member includes parents, grandparents, children, grandchildren, siblings, spouse or one's spouse's parents and children.

### Call-up and refresher training

An employee's salary is not reduced if he or she attends a call-up for conscripts or an information and selection event for women applying for voluntary military service.

If an employee takes part in refresher training for reservists, he or she will be paid the normal rate of pay for the days of participation, in addition to his or her reservist pay.



## Shop steward and occupational safety and health representative

At Wapice, it has always been important to ensure that everyone has the opportunity to make a difference. We encourage everyone, whatever their role, to bring forward suggestions for improvements on common issues and ways of working. We also aim to keep

decision-making simple by maintaining a low hierarchy. In addition, we have a legally appointed shop steward and an occupational safety and health representative, who ensure that these matters are carried out in their respective areas of responsibility.

### 5.1 SHOP STEWARD

### 5.1.1 Scope of the shop steward system

The shop steward system applies to Wapice Oy and its employees.

### 5.1.2 Shop steward

### Shop steward as employee representative

For the purposes of this collective agreement, a shop steward is a person in a position of trust within the meaning of the Act on Cooperation within Undertakings.

### Shop steward's credentials

The shop steward must be an employee of the company who is covered by the collective agreement and a member of the signatory workers' organisations or their affiliated organisations and familiar with the circumstances of the workplace.

### Right to elect the shop steward

All employees covered by this collective agreement have the right to participate in the election of the shop steward.

### Number of shop stewards

A deputy shop steward is elected to substitute for a shop steward in his or her absence, during which time the deputy shop steward has the rights and duties of the regular shop steward.

It may be agreed locally that shop stewards within the meaning of this agreement are elected to independent regional or functional units of the company, provided that this is appropriate for the purposes of the local bargaining committee and the shop steward system.

Employees can elect a shop steward for an autonomous unit where there is an employer's representative who sets the terms and conditions of employment and takes on and dismisses employees. Before election, the matter is discussed with the employer's representative. If the company has several shop stewards, a chief shop steward may be elected.

### Election of a shop steward at the workplace

The election of a shop steward may take place at the workplace, in which case all employees covered by this collective agreement must be given the opportunity to participate in the election. The organisation and conducting of the election must not interfere with work.

The time and place of elections at the workplace must be agreed with the employer at least 14 days before the election. The election can also be held by electronic voting. The employees responsible for organising the election notify the signatory employees' organisations and the employer of the organisation of the election at the time the planning of the election begins, but no later than 14 days before the election is due to take place.

The election is mainly conducted by the shop steward or, if he or she is unavailable, by any deputy shop steward. The time necessary for conducting the elections is counted as time spent in the performance of shop steward duties.

### Notification of elected shop steward resignations

Shop steward and deputy shop steward status is created when the workplace chapter or collective bargaining organisation has notified the employer in writing of the name of the elected (deputy) shop steward.

The employer must be notified in writing of the resignation of a shop steward or deputy shop steward.

### Role of an elected shop steward in the context of company reorganisations

In the event of a substantial reduction, expansion, transfer of business, merger, incorporation or similar substantial change in the activities of the company or its operating unit, the shop steward organisation shall be adapted to the changed situation in accordance with the principles of this agreement.

The employer's representative and the shop steward shall discuss together the role of the shop steward in the restructured organisation. The shop steward retains his or her position on the transfer of business if the business, or part of it, retains its independence.

### 5.1.3 Shop steward's duties

The main duty of a shop steward is to represent employees covered by the collective agreement. The duties of a shop steward include, for example:

- representing and assisting employees in matters concerning the interpretation, application and local bargaining of collective agreements;
- representing employees in matters covered by the Act on Cooperation within Undertakings:
- · developing workplace cooperation together with the employer.

### 5.1.4 Framework for the performance of shop steward duties

### 5.1.4.1 DISCUSSION ON COOPERATION AND OBJECTIVES

The workplace should regularly discuss the shop steward system and the cooperation between the employer and the shop steward, its objectives and functioning. The first discussion on cooperation and objectives must take place within two months of the start of the new shop steward's term of office and at least once a year thereafter. The parties to the discussion are the shop stewards and the employer's representative. The discussions can take place, for example, in the context of regular ongoing dialogue and cooperation meetings.

The discussions are based on mutual feedback, which is used to improve the cooperation. In addition, the objectives to be set for the shop steward and bargaining system will be jointly considered, and the conditions for the implementation of the matters set out in chapter 5.1 of this collective agreement will be ensured. The discussions will also cover the timing of the submission of information to shop stewards in accordance with section 5.1.4.2. At the same time, the need, schedules and objectives of training related to the shop steward position are planned.



### 5.1.4.2 INFORMATION TO BE GIVEN TO THE SHOP STEWARD

### **Ambiguities and disagreements**

In the event of ambiguity or disagreement about an employee's salary or other employment-related matters, the shop steward shall be provided with all the information relevant for resolving the case in dispute.

### Information on employees

The shop steward is provided, in writing or by other agreed means, with the following information about the company's employees:

once a year	<ul> <li>a list of employees (first and last name, level of competence, work requirements, start date of employment)</li> <li>the average salary for each job category and level of competence if there are at least five people for the job category and level of competence</li> </ul>
twice a year	<ul> <li>the number of full-time and part-time employees, including those employed during half a year, who were specifically called up, and other temporary employees</li> </ul>
four times a year	<ul> <li>the name, job category, level of competence and date of arrival</li> <li>information on dismissed and laid off employees</li> <li>the agreed duration of fixed-term contracts</li> </ul>

### Information on average working time

Upon request, the shop steward must be informed of the number of employees covered by the working hours adjustment system (if applicable) and the number of hours not adjusted per adjustment period.

When planning or intending to change the working hours adjustment system, the employer must give the shop steward or, if no shop steward has been elected, the employees, the opportunity to express their opinion. The shop steward must be informed of the change to the working hours system before the change is implemented.

### Payment of miscellaneous allowances

The shop steward has the right to see the list of emergency and Sunday work, overtime and the extra allowances paid for them.

### Recruiting

Upon request, the elected shop steward will be provided with an account of the information collected in connection with recruitment.

### Warnings

The shop steward will be informed of warnings given to employees, unless they expressly forbid it.

### Principles of disclosure and confidentiality

If more than one shop steward has been elected in the company pursuant to section 5.1.2 above, the employer and the shop stewards shall agree on the principles for disclosing information between the different shop stewards. However, the chief shop steward is entitled to all information.

The shop steward must keep confidential any information obtained for the purpose of carrying out his or her duties.

### 5.1.4.3 RELEASE FROM WORK

The shop steward is entitled to use sufficient time to carry out shop steward duties, so that the average amount of time released from work does not exceed 30% of the working time. For the time released from work, the shop steward will be paid a normal salary for regular working time. The arrangements for being released from work can be agreed in more detail according to the needs of the workplace. If there is a chief shop steward in the company, his or her use of time is agreed locally.

If a shop steward's area of responsibility covers several sites in a regionally dispersed company, attention should be paid to the amount of time the shop steward is released from work to ensure that shop steward duties are properly discharged. The arrangements for being released from work can be agreed differently from what is said above concerning the release from work.

The employer and the shop steward shall agree whether the release from work is temporary or recurring. This should take into account the operational requirements of the company and the need to ensure that fiduciary duties can be properly discharged. If necessary, work arrangements will be made with this in mind (e.g. by appointing a substitute).

### 5.1.4.4 SHOP STEWARD'S STORAGE AND OFFICE SPACE

A shop steward is entitled to have storage space for the documents and office equipment needed for his or her duties. If necessary, a shop steward covering the entire company or a regional unit is entitled to use, free of charge, appropriate office space for the performance of shop steward duties, provided that such space is at the employer's disposal. A shop steward is entitled to use the normal office equipment (including email) available to the employer to carry out shop steward duties.

### 5.1.5 Compensation payable to the shop steward

### 1. Monthly compensation to the shop steward

A shop steward is paid a compensation of EUR 250 per month for the performance of shop steward duties. The compensation will take effect from the normal pay period following the date of signature of this collective agreement.

A shop steward will not be paid a compensation if he or she is unable to perform his or her duties due to annual leave, illness or a similar reason.

This can be agreed in more detail locally.

### 2. Duties outside working hours

If the shop steward attends to duties agreed upon with the employer outside regular working hours, he or she shall be paid overtime for the time so used or receive other locally agreed additional compensation.

### 3. Reimbursement of travel expenses in the performance of shop steward duties

If a shop steward has to travel at the employer's request in order to carry out duties agreed with the employer, he or she shall be reimbursed for travel expenses in accordance with the company's rules.

### 5.1.6 Shop steward's employment relationship

- Unless otherwise provided in this agreement, the position of a shop steward in relation to the employer is no different from that of any other employee. A shop steward is personally obliged to comply with the general terms and conditions of employment, working hours, the instructions given by the management and the regulations of the workplace.
- 2. A shop steward's opportunities to develop and advance in his or her profession must not be undermined because of his or her role as a shop steward. The earnings development of a shop steward and chief shop steward must be in line with the overall earnings development in the company. During retroactive

- protection, a shop steward is offered further or supplementary training alongside his or her work to enable him or her to return to his or her previous duties or a post of equivalent importance.
- 3. An employee acting as a shop steward may not, in the course of his or her duties or for that reason, be transferred to a lower-paid job than the one he or she held when elected as a shop steward. Nor may he or she be transferred to a job of lesser value if the employer can offer him or her other work that matches his or her skills. He or she may not be dismissed because of his or her position as a shop steward.
- 4. If a company's workforce is reduced or laid off for economic or production reasons, the order must be such that the shop steward is the last person to be affected by such a measure. If a shop steward cannot be offered a job corresponding to his or her profession or qualifications, this provision may be waived. If a shop steward considers that he or she has been dismissed or laid off in breach of the above provisions, he or she has the right to demand that the matter be settled between the parties to the collective agreement.
- 5. The employment contract of a shop steward may not be terminated for reasons attributable to the shop steward without the consent of a majority of the employees, as required by Chapter 7, Section 10(1) of the Employment Contracts Act, which shall be checked by the parties to the collective agreement.
- 6. The shop steward's employment may not be cancelled pursuant to Chapter 8, Section 1(1) of the Employment Contracts Act on the grounds that the shop steward has violated the administrative provisions of Chapter 3, Section 1, of the Employment Contracts Act.
- 7. When assessing the grounds for cancelling the employment of a shop steward, the shop steward must not be placed at a disadvantage compared to other employees.
- 8. The above provisions on job security also apply to a shop steward candidate, who has been communicated to the employer in writing by the workplace chapter or the employees' organisation which is a party to the collective agreement (candidate protection). Candidate protection begins at the earliest two months before the start of the term of office of the shop steward to be elected and ends for non-elected persons after the election result has been declared.
- 9. The job security provisions apply to an employee who has served as a chief shop steward or company shop steward for six months after the end of his or her term of office as a shop steward (retroactive protection).
- 10. Notice of termination of employment shall be given to the shop steward at least one month before the start of the notice period provided for in the collective agreement. The notice of termination of employment given to the shop steward shall state the reason for the termination. In such a situation, the employer shall inform the deputy shop steward or, where there is no deputy, the workplace chapter or, where there is no workplace chapter, both signatory employee organisations, of the termination of the position of shop steward.

- 11. If a shop steward's employment contract is terminated in violation of this agreement, the employer shall compensate the shop steward with a minimum of 6 months' salary and a maximum of 30 months' salary. The compensation shall be determined on the same basis as provided for in Chapter 12, Section 2 of the Employment Contracts Act. The fact that a shop steward's rights under this contract have been infringed shall be taken into account as an additional element of compensation. If the court considers that the conditions for continuing the employment relationship or for reinstating an employment relationship that has already ended exist and the employment relationship is nevertheless not continued, this must be taken into account as a particularly serious factor when determining the amount of compensation.
- 12. In the event of a dispute concerning the termination of the employment of a shop steward within the meaning of this agreement, local negotiations and negotiations between the parties to the collective agreement shall be initiated and conducted without delay after the ground for termination has been contested.
- 13. A shop steward may not be pressured or dismissed for performing his or her duties.
- 14. The provisions on the job security of a shop steward also apply to a deputy shop steward.

### 5.2 OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVE

### 5.2.1 Occupational safety and health representative

The occupational safety and health organisation of Wapice Oy consists of an elected occupational safety and health representative and two deputy representatives. The structure of the occupational safety and health organisation is agreed between the employer and staff representatives.

### 5.2.2 Occupational safety and health representative's job security

An occupational safety and health representative is protected against dismissal and lay-off under Chapter 7, Section 10 of the Employment Contracts Act. If the employment contract of an occupational safety and health representative has been terminated in violation of this agreement, compensation shall be paid in accordance with the Employment Contracts Act instead of compensatory fines.

### 5.2.3 Occupational safety and health representative's income and transfer protection

If the occupational safety and health representative's regular work makes it difficult for him or her to carry out the duties of a representative, other work must be arranged for him or her, taking into account the circumstances of the company

or part of the company and the representative's professional qualifications. Such an arrangement must not lead to a reduction in earnings.

An occupational safety and health representative may not be dismissed or transferred to a lower-paid or less valuable post than the one he or she held when elected.

#### 5.2.4 Occupational safety and health representative's professional development

An occupational safety and health representative's opportunities to develop and advance in his or her profession must not be undermined because of his or her role as an occupational safety and health representative.

#### 5.2.5 Training for occupational safety and health representative

As far as possible, the occupational safety and health representative shall be given the opportunity to participate in training approved by the employer to enhance his or her ability to carry out his or her duties. No deduction will be made from salary for the period of participation in the training.

#### 5.2.6 Deputy occupational safety and health representative

When performing the duties of an occupational safety and health representative, the deputy representative shall have the same rights and obligations as the occupational safety and health representative.

#### 5.2.7 Occupational safety and health representative's monthly compensation

The flat-rate compensation for an occupational safety and health representative is EUR 80 per month. The compensation will take effect from the normal pay period following the date of signature of this collective agreement.

#### 5.3 Staff representation in governing bodies

At Wapice, the representation of employees in administrative bodies is agreed in writing between the employer and the shop stewards or chief shop steward, and organised in a way that promotes the flow of information and brings the expertise of employees to bear on decision-making.

At least four times a year, the shop steward shall participate in the dialogue meeting provided for in the Act on Cooperation within Undertakings, together with the occupational safety and health representative and the administrative representative elected by the staff, if any.



# Negotiation and other provisions

# 6.1 LOCAL BARGAINING WITHIN THE MEANING OF THE COLLECTIVE AGREEMENT

Local bargaining means that the employer and the shop steward may agree on differently defined provisions of this collective agreement, subject to mandatory legislation. An agreement concluded in this way is considered a local agreement.

#### 6.2 PARTIES. FORM AND DURATION OF LOCAL BARGAINING

#### Parties of local bargaining

Local bargaining is possible between the employer and/or its representative and the shop steward. If no shop steward has been elected, employees have the right to elect a representative from among themselves to negotiate a local agreement. In such a case, the election or other selection procedure must be organised in such a way that all employees covered by the collective agreement have the opportunity to participate in the election of a representative.

#### Form and validity of a local agreement

A local agreement must always be made in writing. The agreement must state to whom it applies, which part of the collective agreement is covered and what is agreed.

The agreement may be of fixed or indefinite duration, and this duration must be indicated in the local agreement. Unless a shorter period of notice is agreed, an agreement of indefinite duration may be terminated by giving three months' notice. However, if an agreed arrangement is tied to a specific period, the arrangement shall continue until the end of the agreed period.

#### Communicating the local agreement

The shop steward has the right to inform the employees covered by the collective agreement of the progress, content and outcome of the negotiations.

All employees must be informed of the conclusion of a new local agreement. All local agreements must be made available to all employees in connection with the collective agreement.

#### Disputes arising from local agreements

Disputes over the interpretation of a local agreement are settled in the same way as any other disputes over a collective agreement (chapter 6.6).

#### 6.3 COLLECTION OF TRADE UNION MEMBERSHIP FEES

If the employees so authorise, the employer shall deduct membership fees for the signatory workers' organisations from the employees' salary at the time of payment, and transfer them to the bank account of the indicated workers' organisation in accordance with the instructions given. At the end of the year, the employer gives the employee a certificate for the amount withheld for tax purposes.

#### 6.4 GROUP LIFE INSURANCE

The employer pays for group life insurance for the employees.

#### 6.5 MEETINGS AT THE WORKPLACE

A registered sub-association of the Federation of Professional Staff YTN and its affiliates and a registered sub-association of Tietoala ry and its workplace chapter may hold meetings on workplace labour relation issues on Wapice's premises or using Wapice's information systems outside working hours. Meetings must be agreed in advance with the employer. Representatives of the union may also be invited to meetings.

Trade union notices can be distributed through an internal company communication channel open to all.

#### 6.6 SETTLEMENT OF COLLECTIVE AGREEMENT DISPUTES

Any dispute concerning the application, interpretation or breach of the collective agreement shall be settled in accordance with the negotiating procedure set out below.

#### Local negotiating order

Disputes are resolved primarily through negotiations at the workplace..

- With regard to the performance of work and its technical organisation, employees should immediately contact a supervisor.
- Disputes concerning pay and other conditions of employment must be settled locally between the employer or its representative and the shop steward or the employee.
- Disputes concerning the interpretation of the collective agreement are settled between the employer or its representative and the shop steward, if the company has an elected shop steward.

Local negotiations should be initiated and conducted without undue delay. Negotiations must start at the latest within one week of the submission of the negotiating proposal.

Minutes of the local negotiations must be drawn up if requested by either party. The minutes shall be drawn up and signed in duplicate, one copy being given to each party. Minutes do not need to be drawn up if a memorandum of disagreement is drawn up.

# Collective bargaining and the labour tribunal

If the matter cannot be resolved locally, it may be referred to the collective bargaining parties at the request of either local party.

In such a case, the local parties shall in the first instance draw up a joint memorandum of disagreement stating what the disagreement concerns and the reasoned positions of each party. The shop steward and the employer's representative shall sign the memorandum. The memorandum of disagreement is drawn up in duplicate. The parties shall submit the memorandum to the collective bargaining parties.

If a local bargaining party does not participate within a reasonable time in the preparation of the memorandum of disagreement, the other party alone may refer the matter to the collective bargaining parties.

Disputes concerning a collective agreement which have been negotiated between the collective bargaining parties in accordance with the negotiating procedure without reaching a consensus may be referred to the labour tribunal.



## **SIGNATURES**

Wapice Oy

Pasi Tuominen

CEO

The Federation of Professional Staff YTN

Teemu Hankamäki

Mikko Suomalainen

Tietoala ry

Jyrki Kopperi

Mika Thynell

## Checked

Antti Reijonen / Jarkko Harri / Johan Skjäl / Minna Anttonen



Annexes

#### ANNEX 1: WORKING TIME BANK AGREEMENT

# Working time bank agreement

#### 1. Contracting parties

Wapice Oy (hereinafter "Employer")

Employees of Wapice Oy; represented by Jarkko Harri (shop steward)

#### 2. Purpose of the agreement

The parties hereby agree on a working time bank in accordance with Section 14 of the Working Hours Act (872/2019).

A working time bank is a system for reconciling work and leisure time, whereby hours accumulated in the employer's flexitime system can be saved for later use as time off. The working time bank makes it possible to save and pool working time and holidays. It allows you to balance work and free time and increases flexibility in the workplace.

#### 3. Content of the agreement and savings limits

The parties will implement a working time bank system in accordance with the Working Hours Act. In accordance with this agreement, a maximum of 60 hours accumulated under the flexitime system may be transferred to the working time bank during a four (4) month monitoring period.

Only surplus hours can be transferred to the working time bank, excluding salary or cash benefits paid for regular working hours or other items.

Hours transferred to the working time bank will be converted into basic-rate hours (1:1).

Employees can transfer their accrued surplus hours to the working time bank by recording them in the employer's current working hours recording system, in accordance with the employer's recording instructions.

The accumulation of working time saved in the working time bank must not increase by more than 180 hours during a calendar year and the total accumulation in the working time bank must never exceed 240 hours.

# 4. Using hours from the working time bank

The employee is entitled to keep the hours accumulated in the working time bank as time off, primarily as full working days and, if necessary, at the employee's request, also as individual hours. However, the balance of the working time bank must never be negative after using the hours in the working time bank. The employee shall agree separately with his or her manager on the use of the hours accumulated in the working time bank for time off.

If, at the beginning or during the period of time off, the employee is incapable of working due to illness or childbirth and has informed the employer and, if necessary, provided a medical certificate, the time off must be postponed to a later date at the employee's request.

The employee is entitled to at least two weeks of accumulated time off per year if he or she so wishes. At the employee's request, the employer must grant time off to be taken within the following six (6) months.

When it is the employer who sets the date of the time off, the employee has the right to claim a cash compensation instead of taking the time off. In this case, hours are compensated with a basic hourly rate, hour for hour (1:1).

The employer must accept or reject the request for time off within two weeks. If the employer rejects the request, a counter-proposal must be submitted.

The employer does not have the right to change the period of agreed time off, unless there are very serious reasons relating to the company's activities and the employee's duties for not taking the time off at that time. In this case, the employer must indicate when the time off can be taken, provided the employee does not request that the time off be paid in cash.

# 5. Hours in the working time bank at the end of employment or termination of the working time bank

At the end of employment or termination of the working time bank, or by special agreement, the employee is entitled to be compensated for the hours in the working time bank at the basic hourly rate of pay or, alternatively, as time off, hour for hour (1:1).

#### 6. Entry into force and termination of the agreement

The effective date of this agreement shall be agreed locally and the agreement shall remain in force for a period of twelve (12) months, after which it shall continue in twelve (12) month periods, unless terminated in writing by either party at least six (6) months prior to the end of the relevant period.

#### **Signatures**

This Agreement has been executed in duplicate, with one copy for each Party.

Vaasa, 22.6.2023

Date

Pasi Tuominen CEO, Wapice Oy Jarkko Harri
Shop Steward

#### ANNEX 2: FLEXIBLE WORKING HOURS POLICY

Wapice Oy has flexible working hours, which are aimed at providing flexibility according to the employee's work situation and his or her needs and life situation. The basic flexitime provisions come from the Working Hours Act (872/2019, as amended) and the collective agreement applicable to Wapice Oy.

The flexible working hours policy applies to all Wapice Oy employees, except for hourly employees and those working under a separate executive contract.

The length and placement of the flexible period as well as the monitoring periods for regular working time are defined below:

Core period	09.00-15.00
Flexible period in the morning	07.00-09.00
Flexible period in the afternoon/evening	15.00–19.00
Maximum accumulation of excess/deficit hours	+60 /-20 hours
Monitoring periods (4 months)	1 Jan – 30 Apr, 1 May – 31 Aug, 1 Sep – 31 Dec

Core working time means the time during which an employee is expected to be at work and available, in accordance with the Working Hours Act. Outside core working hours, it is up to the employee to decide on the start and end of the working day within the above limits, taking into account the work situation. Any deviation from the above limits must be agreed with the supervisor, taking into account the work situation. The employee must use the working time recording system currently in use at Wapice Oy, where the monitoring of excess/deficit hours is carried out in accordance with the employer's instructions.

Accumulated excess working hours can be kept as partial or full days off. Full days off must be agreed with the supervisor and, if the duration of the time off period exceeds three days, also with HR. The work situation must be taken into account when scheduling the time off.

The employee should try to level off the accumulation regularly so that the workload does not become too high and recovery from work is possible. If there is a chance that the maximum accumulation limit will be reached before the end of the monitoring period and the levelling off is not possible, the employee must immediately contact his or her supervisor. Another option is to transfer the surplus hours to the working time bank, following the guidelines of the working time bank agreement.

When the end of the employment relationship is known, the employee and the supervisor shall discuss as soon as possible how to deal with any accumulated surplus hours. The aim is to ensure that the accumulation of surplus hours at the end of the employment relationship is 0. If this is not possible due to business or other compelling reasons, any surplus hours are paid in cash and deficit hours deducted from the employee's final salary.













