

A man and a woman are sitting at a light-colored wooden table in a modern office environment. The man, on the left, is wearing a dark blue blazer over a white shirt and is pointing at a tablet held by the woman. The woman, on the right, has long blonde hair and is wearing a light blue long-sleeved top. She is smiling and looking at the tablet. A black smartphone is on the table next to the tablet. In the background, there is a large window with a view of a city and a black pendant lamp hanging over the table. A blue curved line graphic starts from the top right and curves around the bottom left of the image.

CAPGEMINI FINLAND COMPANY-SPECIFIC COLLECTIVE AGREEMENT

VALID FROM APRIL 26, 2022 TO DECEMBER 31, 2023

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CAPGEMINI FINLAND COMPANY-SPECIFIC COLLECTIVE AGREEMENT

1 GENERAL PROVISIONS



1.1 Scope of application

This Collective Agreement applies to all employees of Capgemini Finland Oy. The Agreement does not apply to the management of the company or to persons who by virtue of their position represent the employer in the determination of the terms of employment of the employees covered by this Agreement.

1.2 Binding nature and compliance with the agreement

The following agreements appended to the Collective Agreement are treated as part of the Agreement.
- Shop steward agreement

1.3 Industrial peace

All forms of industrial action against this Collective Agreement or any regulation thereof are prohibited during the term of the Agreement.

1.4 Fundamental rights

The freedom of association is inviolable on both sides.

1.5 Employer's right to direct

The employer has the right to direct and assign work.

1.6 Local agreements

Pursuant to this section, the provisions of this Collective Agreement may be deviated from by local agreement to the extent specified in the Agreement. Locally agreed deviations constitute a 'local agreement'.

Local agreements can be negotiated and concluded between the employer to whom this Collective Agreement is binding and/or its authorised representative and the shop steward or registered company-specific employee association or, if no shop steward has been elected, the employees. In addition, the parties to the Collective Agreement may agree on local deviations to the Agreement.

Local agreements must be made in writing and specify to whom the agreement apply, which provisions of the Collective Agreement they cover and what has been agreed. Local agreements can be made to be in force for a fixed term or indefinitely. In the latter case, the notice period for terminating the local agreement is three (3) months unless a shorter notice period has been agreed. However, if the agreement sets out an arrangement that covers a certain period of time, the arrangement continues until the desired outcome has been achieved. The local agreement shall enter into force as of the date stated in the agreement.

Disputes concerning the interpretation of local agreements are settled similarly to disputes concerning the Collective Agreement.

1.7 Period of validity

This Agreement enters into force upon signing and remains in effect until 31 January 2023, after which it is renewed annually unless written notice of termination is given at least two (2) months before the date of expiry.

2 SALARIES AND EMPLOYMENT RELATIONSHIP



2.1 Salaries

The employee's salary is determined on the basis of the employment contract and in accordance with the employer's salary policy, in which the determining factors are the difficulty of the task and the employee's qualifications, or other key factors determined by the company.

Each employee's personal salary cannot be lower than the minimum set in the national Collective Agreement of the IT Service Sector in force at the time and the associated salary level indicators.

2.2 Monthly salary divisor

The maximum hourly rate divisor for monthly salaried employees is 158.

2.3 Trainees and summer interns

Trainees are paid at least 85% of the minimum salary for the task in question in accordance with the employer's salary policy. Salaries of trainees with an employment contract who do not have the experience required for the task in question and whose degree course includes a period or periods of practical training can be negotiated on a case-by-case basis. The total length of all periods of traineeship of a trainee may not exceed one year.

Summer interns with no vocational training or relevant work experience of the industry are paid at least 75% of the minimum salary for the task in question in accordance with the employer's salary policy.

Apprentices are paid at least 85% of the minimum salary for the task in question in accordance with the employer's salary policy.

2.4 Start and termination of employment

Employment contracts are always made in writing.

Termination of employment

Unless a longer notice period is agreed in the employment contract or otherwise agreed in connection with the termination of employment, the following notice periods apply when the employee terminates the employment contract:

- 2 weeks, if the employment relationship has lasted up to 5 years;
- 1 month, if the employment relationship has lasted for more than 5 years.

Unless a longer notice period is agreed in the employment contract or otherwise agreed in connection with the termination of employment, the following notice periods apply when the employer terminates the employment contract:

- 2 weeks, if the employment relationship has lasted up to 1 year;
- 1 month, if the employment relationship has lasted up to 4 years;
- 2 months, if the employment relationship has lasted more than 4 and up to 8 years;
- 4 months, if the employment relationship has lasted more than 8 and up to 12 years;
- 6 months, if the employment relationship has lasted for more than 12 years.

Order of downsizing

Where possible in the event of dismissal and temporary lay-off, employees who are critical for the company's operations or possess specialised skills and employees who have lost a part of their working capacity while employed with the same employer are dismissed or laid off last. In addition to the above rule, the length of the employment relationship and the number of dependents are taken into consideration.

2.5 Salary adjustments

The employer commits to a salary adjustment of 2.4% for the years 2022 and 2023.



3. WORKING HOURS



3.1 Regular working hours in daytime work

Regular working hours in full-time work are no more than 7.5 hours per day and 37.5 hours per week.

3.2 Timing of working hours and days off

The flexitime system in force at any given time is applied in the company. Flexitime is agreed in accordance with the Working Hours Act, and the flexitime system is not part of the Collective Agreement. In the flexitime system, employees have the possibility to arrange their working hours within the agreed limits and taking into account work obligations to help support employees' well-being and improve work-life balance.

Employees are entitled to two breaks during working hours each day. Employees are entitled to a lunch break, which is not included as part of regular daily working hours.

As a rule, Saturdays and Sundays are days off. If regular working hours are scheduled on a weekend, the days off can be held on other weekdays, provided that the average weekly days off is two days and they are held on consecutive days.

The working week begins on Monday, and the workday begins at midnight.

3.3 Regular working hours in uninterrupted two-shift and three-shift work

Regular working hours in uninterrupted shift work are on average 35 hours.

The working week begins on Monday, and Sunday is a regular working day. Employees are entitled to a 30-minute break during the shift. The break is part of working hours.

Evening and night shift supplements are paid for regular hours worked in the evening and night shift.

The evening shift supplement is €4.71/hour. The night shift supplement is double the evening shift supplement.

Overtime supplement for employees in shift work is the shift work supplement, without overtime compensation, of the shift during which the overtime is carried out.

Sunday supplement is paid in accordance with the Working Hours Act for those hours of a shift that fall on a day for which a Sunday supplement is paid. Sunday supplement is also paid for those hours of a shift that fall on a church holiday, Independence Day or May Day.

In other respects, the provisions on uninterrupted two-shift and three-shift work shall be agreed locally.

3.4 Midweek holidays

The following holidays reduce employees' regular weekly working hours if they fall on a day other than Saturday or Sunday:

New Year's Day, Epiphany, Good Friday, Easter Monday, May Day, Ascension Day, Midsummer Eve, Christmas Eve, Christmas Day, Boxing Day

Employees can also opt for a flexible midweek leave system, in which instead of taking off Christmas Eve and Midsummer Eve, days which shorten the weekly working hours of the calendar year in question, the employee can choose a corresponding number of days of leave that shorten the working week.

The employee must state their choice regarding the midweek leave system at the start of the employment relationship or before the start of each calendar year. Employees who opt for the flexible midweek leave system must notify payroll administration of their planned days of leave every six months. The selected days cannot be changed during the year.

Midweek days of leave are treated as normal midweek holidays.

3.5 Hours worked in excess of regular working hours

Additional work refers to work performed at the employer's initiative and with the employee's consent during hours that fall between the employee's regular working hours and the maximum regular working hours permitted by law (8 hours per day and 40 hours per week). The pay for additional hours of work is the hourly pay without supplements. If additional work is performed between the regular maximum hours (7.5 hours per day and 37.5 hours per week) of the collective agreement and the maximum regular hours permitted by law (8 hours per day and 40 hours per week), the employee is paid an increment of 50%.

Overtime work refers to work performed at the employer's initiative and with the employee's consent in addition to maximum regular working hours permitted by law (8 hours per day and 40 hours per week). A 50% increase is added to the hourly rate for the first two (2) hours of daily overtime, and a 100% increase is added for any subsequent hours. A 50% increase is added to the hourly rate for the first eight (8) hours of weekly overtime, and a 100% increase is added for any subsequent hours.

If the work performed by the employee continues after midnight, the work is considered to fall on the previous working day for the purposes of calculating additional work and overtime increments until the start of the employee's regular working hours. In this case, these hours are not included when calculating the regular working hours of the following day.

The overtime supplement for work performed on Sundays, church holidays, May Day and Independence Day after 5.00 pm on New Year's Eve is the Sunday supplement equal to the basic hourly pay in accordance with section 20 of the Working Hours Act. The supplement is paid for all hours worked on the day in question. If the work in question is also additional or overtime work, an increment is paid in accordance with the above provisions.

3.6 Standby, compensation for availability for contact and call-out work

Employees are paid 50% of their hourly pay for standby periods. Standby periods and standby pay are agreed individually with the employee in question.

- The standby period is usually one continuous period and does not count towards the employee's working hours.
- The standby period resets if the employee is called to work.
- Standby compensation is always paid for a minimum of four (4) hours.

Compensation for availability for contact applies in cases where the employee is contacted outside standby periods or working hours in accordance with the policy in force to provide instructions or orders in tasks which cannot, due to the urgency of the matter or the continuity of the employer's operations (such as a deadline agreed with a customer) wait until the employee's regular working hours begin.

The compensation for availability for contact is the employee's basic hourly pay for one hour. The compensation for contacts made between 9.00 pm and 6.00 am and on Sundays, church holidays, Independence Day and May Day is the employee's basic hourly pay for two hours.

It is advisable that the employer and employee discuss the principles that apply to availability for contact outside working hours and standby periods and their compensation.

Call-out work refers to work performed when the employee is called back to work outside of their regular working hours. An employee performing call-out work is always entitled to at least one (1) hour of their basic pay plus a call-out bonus as follows:

- If an employee is called back to work after the end of their regular working day or on their day off before 9.00 pm, the call-out bonus is equal to two (2) hours' pay.
- If an employee is called back to work between 9.00 pm and 6.00 am, the call-out bonus is equal to four (3) hours' pay.
- If the work is daily overtime work, the overtime compensation for call-out work is immediately 100%.

Travel time in standby and call-out work is considered part of working hours, unless otherwise agreed locally.



4. TRAVEL



4.1 General provisions

All employees have an obligation to travel for work-related purposes as required. Travel arrangements must be made so as to not waste any more time or incur any more expenses to either party than is absolutely necessary to complete the task in question, taking into account the employer's travel policy.

A work-related journey and the 24-hour period for which a daily allowance can be claimed is deemed to begin when an employee leaves the office or, if separately agreed and the journey is scheduled to start before the start of the employee's regular working hours that day, their home to a location outside the primary place of work and ends when the employee returns to the office or, if the journey ends after the employee's regular working hours that day, their home.

The provisions on the reimbursement of travel expenses also apply when the employer asks an employee to attend a training course off site.

4.2 Reimbursement of travel expenses

The employer agrees to reimburse all reasonable extra expenses incurred from work-related travel, including, for example, accommodation expenses, the cost of tickets, luggage fees and, in the case of overnight travel, the cost of sleeper tickets. If necessary, the reimbursement of travel expenses and other travel arrangements must be clarified together with the employer in advance.

If the employee is required to travel between the employer's office and the location of work during a working day, the employee is reimbursed the necessary travel expenses in accordance with the means of travel with the lowest costs or a separately agreed means of travel.

4.3 DAILY ALLOWANCE

Daily allowance is paid for work-related travel when the location of work is outside the employee's regular place of work and at a distance of more than 40 kilometres, according to the generally used route, from the employer's office or the employee's regular place of work or home, depending where the employee begins the journey. In addition, the location of work must be at least 15 kilometres from both the employee's regular place of work and home.

The daily allowance is paid for each travel day at the tax-exempt amount confirmed by the Tax Administration as follows:

more than 6 hours of work-related travel = partial daily allowance

more than 10 hours of work-related travel = full daily allowance

less than a full day of travel exceeding the previous full day of travel by at least 2 hours and up to 6 hours = partial daily allowance

less than a full day of travel exceeding the previous full day of travel by over 6 hours = full daily allowance

4.4 Overnight travel expenses

If no arrangements have been made for overnight accommodation in advance, reimbursement of any accommodation expenses incurred can be sought from the employer by bringing receipts.

4.5 Mileage allowance for the use of privately owned vehicles

Employees who have been given permission to use their own car for work-related travel are entitled to a tax-exempt mileage allowance at the rate set each year by the Finnish Tax Administration. If due to a call-out or overtime work an employee is forced to come to or leave the workplace at an hour when there is no public transport, or if the call to work is so urgent that the employee cannot make it to the office in time using public transport, they are entitled to a mileage allowance for the use of their own car or to have their travel expenses reimbursed otherwise.

4.6 Out-of-hours work-related travel

If an employee is ordered by the employer to travel outside of their regular working hours, they are entitled to travel-time compensation equal to their basic pay for up to 8 hours on a working day and up to 16 hours on a day off. Travel time is rounded to the nearest full half-hour.

In calculating the threshold between an employee's regular weekly working hours and weekly overtime, travel time is taken into account up to the employee's maximum regular daily working hours in respect of any days of travel during which the employee did not otherwise perform their full regular daily working hours. These hours do not, however, count towards the employee's actual working hours.

If the employee's job description/role requires a significant amount of travel during free time, compensation for travel outside of the regular working hours of the employee in question is factored into the terms of their employment contract and explained to the employee when the employment contract was signed or later by giving the employee a salary that is higher than the salary otherwise required for the competence classification of the task (including, but not limited to the employees subject to overall working hours or pay)

The provision on compensation for travel during free time does not apply to international travel or off-site training courses.



5. ABSENCES AND SOCIAL PROVISIONS



5.1 Employee's illness

Employees are entitled to their normal pay for any periods of absence that are due to an illness or an injury that prevents them from working and that was not caused by the employee's own deliberate actions or gross negligence.

Employees have a duty to promptly notify the employer of any sickness absences and, where possible, their duration. The employer has the right to ask employees to produce a medical certificate or other document accepted by the employer indicating their incapacity for work.

Employees are entitled to their normal pay for periods of sickness as follows:

- for a period of four (4) weeks in the case of employment relationships of less than three (3) years
- for a period of five (5) weeks in the case of employment relationships of three (3) years or longer but less than five (5) years
- for a period of six (6) weeks in the case of employment relationships of five (5) years or longer but less than ten (10) years
- for a period of eight (8) weeks in the case of employment relationships of ten (10) years or longer

If the employment relationship has lasted less than one month, the employer's obligation to pay sick pay is determined in accordance with the Employment Contracts Act..

In the event that the employee falls ill with the same sickness within 30 calendar days of returning to work, sick pay is paid as follows:

- The periods of absence are added together and treated as a single period of illness in terms of sick pay.
- The employee is paid a salary for the waiting period referred to in chapter 8, section 7 of the Health Insurance Act

Salary payments during sickness absences are made as follows:

The employer pays the salary to the absent employee as normal and claims the sickness allowance to which the employee is entitled under the Finnish Health Insurance Act for itself. If an employee is deemed to be ineligible for some or all of their sickness allowance under the Health Insurance Act due to their own actions, the amount that the employer is obligated to pay is reduced accordingly. Any daily allowances or other compensation that are paid for the same illness and for the same period of absence out of a statutory insurance policy that the employer pays for in full or in part, or a sickness insurance fund to which the employer contributes, are deducted from the employee's sick pay.

5.2 Medical examinations

The employee's salary for regular working hours shall not be reduced in the following cases, provided that the medical check-ups and examinations are scheduled so as to avoid unnecessary absences from work.

1. Medical examination necessary to determine an incapacity for work or in the event that a previously diagnosed illness seriously worsens, or laboratory and X-ray examinations related to a check-up.
2. The employee is admitted to a hospital for observation or further examination due to symptoms of an illness.
3. During periods of incapacity for work resulting from a medical examination.
4. During periods of incapacity for work resulting from procedures necessary for the treatment of cancer.
5. Medical procedures resulting from an acute dental illness, if the dental illness causes incapacity for work, requires treatment on the same day or during the same shift, and a certificate issued by a dentist proves the incapacity for work and the urgency of the treatment.
6. Prenatal medical examinations for a pregnant employee.

7. Medical examinations within the meaning of the Finnish Government's decision on statutory occupational health care that are part of the approved occupational health care action plan
8. Medical examinations within the meaning of the Finnish Young Workers Act
9. Medical examinations that are required under the Finnish Health Care Act and that the employer orders the employee to attend.
10. Annual medical examination of shift workers

The employer agrees to reimburse employees for any unavoidable travel expenses incurred in connection with the kinds of medical examinations and tests referred to in section 7(9) above as well as any follow-up appointments and to pay them a subsistence allowance if the examinations or tests take place out of town. Employees who attend medical examinations outside of their working hours are entitled to a sum equivalent to the minimum daily allowance within the meaning of the Health Insurance Act towards any additional expenses incurred.

The salary for regular working hours shall not be deducted in the following cases, provided that the examination could not be carried out outside working hours and the employer is notified in advance:

1. A chronic illness requires the employee to attend a medical examination by a specialist to determine the correct treatment.
2. Medical examinations by a specialist in order to determine treatment, in connection with which the employee is prescribed a medical aid (such as glasses).
3. Medical examinations necessary to determine the treatment for some other previously diagnosed illness

5.3 Family leave

The right to special prenatal maternity leave, prenatal maternity leave, adoption leave, parental leave and nursing leave is determined based on the Employment Contracts Act and Health Insurance Act.

The parent giving birth is paid a salary for up to three months of prenatal maternity leave or parental leave.

The other parent is paid a salary for the period of parental leave based on the number of workdays in a period of 18 weekdays. The salary is paid for one period of parental leave chosen by the employee.

Employees who adopt a child under school age are entitled to three (3) months of unpaid adoption leave.

The employer has the right to claim for itself any daily allowance or other compensation due to an employee based on the law or a convention for any periods for which the employee in question has received prenatal or parental pay from the employer or to deduct the amount of the daily allowance or other compensation from the employee's pay as long as the deducted amount does not exceed the amount of salary payments made to the employee.

5.4 Temporary paid leave

In the event of a sudden illness of a child under the age of 10 or a disabled child under the age of 18, the guardian of that child is entitled to their normal pay according to the regulations concerning paid sick leave for any periods that they take off work in order to care for the child or to arrange care for the child up to four (4) working days on the condition that the employee is able, if asked, to produce an equivalent certificate of the child's illness to what is required in the case of employees' own sick leaves.

Employees are entitled to a short and temporary paid leave from work in the event of death or funeral of a close relative.

Employees are entitled to up to one day of paid leave if their immediate presence is necessary because of an unforeseeable and compelling reason due to an illness or accident suffered by their close relative. The employer must be notified of the absence and its reason as soon as possible. The employer has the right to request reliable proof of the reason and need for the absence.

Your next of kin include your parents, parent's spouse, grandparents, children, grandchildren, siblings, partner and your partner's parents and children.

No deductions are made from employees' annual holiday allowances based on the aforementioned kinds of absences.

6. OTHER PAID DAYS OF LEAVE AND BENEFITS



Employees are entitled to one day of paid leave

- for their wedding if their wedding day falls on a working day,
- when they reach the age of 50, 60 or 70 years (the date of the paid day off is agreed separately), and

Employees who are liable for military service incur no loss of earnings in the event that they are called up to serve. Employees who are part of the military reserve and who are ordered to attend a rehearsal training exercise are paid the difference between their regular salary and the reservist salary for the days that they attend the exercise.

Employees who attend meetings of a municipal council or government or an election committee or electoral commission associated with statutory elections during working hours are paid the difference between their regular salary and any compensation for loss of earnings paid by the organiser of the meeting. No deductions are made from employees' annual holiday allowances based on their attending these kinds of meetings during their working hours.

No deductions are made from employees' salary or annual holiday allowances based on their attending, as an elected representative, a general meeting, council meeting or annual meeting of the Confederation of Unions for Professional and Managerial Staff in Finland, the Federation of Professional and Managerial Staff YTN or the Association of IT Sector Employees, or any national member organisations of the same, or meetings of the boards or board-appointed committees of these organisations. Arrangements for attending meetings of the aforementioned kinds of governing bodies of any staff association must, however, be made separately if such meetings are scheduled to take place during working hours.





7. ANNUAL LEAVE AND HOLIDAY BONUS



Employees' annual leave allowances are based on the Finnish Annual Holidays Act.

Employees who join the company before the start of the holiday season can ask the employer for unpaid leave in addition to any paid leave that they have built up so that the combined length of their paid and unpaid leave amounts to at least 2 weeks.

The holiday bonus is 50% of the annual holiday pay and paid at the same time as the annual holiday pay. If the annual holiday is used in more than one period, the holiday bonus is paid in connection with the payment of the annual holiday pay for each period. In order to receive their holiday bonus, the employee must start their annual leave at the specified or agreed time.

In the event that an employee is terminated through no fault of their own so that the employment will end during the holiday season, their holiday bonus shall be paid on the basis of the holiday compensation determined based on the completed holiday credit year.

Retiring employees are paid a holiday bonus based on their annual holiday pay and any payment in lieu of unused holiday.

Employees who are called up for military service are paid their holiday bonus after they return to work.

If the employer and the shop steward agree that the employer has grounds for the termination of employment under chapter 7, section 3 of the Employment Contracts Act due to its financial situation, the payment of some or all holiday bonuses can be agreed to be waived. The waiver can only cover one holiday year at a time. If a decision is made to waive holiday bonuses, the employer must provide an explanation as to how it intends to use the funds saved in this manner.

8. OTHER PROVISIONS



8.1 Shop stewards

The position and duties, job security and remuneration of shop stewards are specified in the shop steward agreement (Annex 1).

8.2 Occupational safety and health representatives

Occupational safety and health representatives enjoy preferential employment security under chapter 7, section 10 of the Employment Contracts Act.

An occupational safety and health representative's contract of employment cannot be terminated based on their performing the duties of an occupational safety and health representative, and they cannot be demoted to a position with a lower salary or of less value than the one they held when they were elected. The opportunities of occupational safety and health representatives to grow professionally and advance in their career must not be thwarted by their duties as occupational safety and health representatives.

If an occupational safety and health representative is being hindered in their duties by their regular job, alternative work must be assigned to them taking into account the circumstances of the company or its division and the professional competence of the occupational safety and health representative in question. The reassignment must not impact negatively on the occupational safety and health representative's earnings.

Deputy occupational safety and health representatives have the same rights and responsibilities as the regular occupational safety and health representative while standing in for the regular occupational safety and health representative.

If the employment contract of an occupational safety and health representative is found to have been terminated in contravention of this Agreement, the employer can, instead of paying compensatory penalties, be ordered to pay the terminated employee compensation pursuant to the Employment Contracts Act.

Where possible, occupational safety and health representatives shall be given the opportunity to attend training that increases their ability to competently carry out the duties of an occupational safety and health representative. The employer cannot refuse a request to attend training without a legitimate reason.

The remuneration of occupational safety and health representatives as of 1 March 2022 is €80/month, and representatives may use up to 7.5 hours monthly for performing their duties as a representative.

8.3 Withholding of union dues

Employees can authorise the employer to withhold dues payable to the signatory trade unions from the employee's salary and provide the employee with a report of withheld dues at the end of the year for tax purposes. The employer pays the withheld dues to the bank account of the employee union in question as instructed.

8.4 Group life assurance

The employer has taken out group life assurance for its employees.

8.5 Union meetings at the workplace

Member organisations of the Federation of Professional and Managerial Staff YTN and registered affiliated associations of the Association of IT Sector Employees, as well as its local branches or similar organisations, have the right to organise meetings relating to employment matters in a space designated by the employer outside of working hours subject to the following rules:

1. The employer's consent for organising the meeting must be sought in advance.
2. The organisers have a right to invite representatives of the union to the meeting.
3. Communications from trade unions and affiliated associations can be posted on notice boards at work.

8.6 Order of negotiation

Any disputes concerning the interpretation of the Collective Agreement or the terms of employment relationships are settled in accordance with the negotiation procedure set out below.

Any disputes that may arise shall be primarily resolved through negotiations at the workplace.

Employees are advised to promptly reach out to their manager in the event of any issues relating to their work or any technical aspects of the same.

Any disputes over pay and other terms of employment are to be settled locally between the employer or their representative and either the shop steward or the employee in question.

Any disputes concerning the interpretation of the Collective Agreement are to be settled locally between the employer or their representative and the shop steward, if one has been elected.

Local negotiations should be initiated and conducted without undue delay. Negotiations must begin no later than one (1) week after a proposal has been made.

A memorandum must be drawn up on local negotiations if either party requests it. However, a memorandum need not to be drawn up for issues on which a memorandum of disputes is compiled. Two (2) copies of the memorandum must be drawn up and signed in these cases, one (1) for each party.

If a dispute cannot be resolved within the company through local negotiations, either party may request that the matter be resolved between the employer and the employee unions. In such cases, the local shall promptly draw up a joint memorandum of dispute, detailing the main points of the dispute and both parties' reasons for their position. The parties must sign the memorandum and submit it to the Federation of Professional and Managerial Staff YTN and the Association of IT Sector Employees. If either party fails to facilitate the drawing up of the joint memorandum of dispute within a reasonable time, the other party can unilaterally refer the matter to be resolved between the employer and employee unions.

Disputes concerning the Collective Agreement which the parties to the Agreement fail to settle through negotiation in accordance with this order of negotiation can be referred to the Labour Court.

NEGOTIATING PARTIES IN AGREEMENT

Capgemini Finland signed its company-specific collective agreement together with unions Tietoala ry and YTN (Ylempien Toimihenkilöiden Neuvottelujärjestö) on April 26, 2022 in Helsinki. The agreement is valid until December 31, 2023.

Capgemini Finland Oy
Mikko Misukka
Managing Director

Ylemmät Toimihenkilöt YTN ry
Teemu Hankamäki, Minna Anttonen,
Julia Lauren

Tietoala ry
Jyrki Kopperi, Mika Thynell



ANNEX 1 SHOP STEWARD AGREEMENT

Capgemini's policy is to involve employees in decision-making processes in order to facilitate the flow of information and take advantage of employees' expertise.

Section 1 – shop steward

1. For the purposes of this Agreement, 'shop steward' means a union representative within the meaning of the law who is elected by employees pursuant to the terms of the Collective Agreement.
2. All employees who are covered by the Collective Agreement and who belong to the trade unions that have signed the Collective Agreement or to member organisations of these unions have the right to vote in the election.
3. Employees have the right to elect a site-specific shop steward for any independent unit that determines the terms of employment, hires and dismisses employees and employs more than 100 employees. In addition, employees can elect one shop steward to represent other independent units jointly. The employer's representative must be consulted before the election.
4. Where appropriate for local negotiation activities and the shop steward system, it is possible to agree on a larger number of elected shop stewards for the independent regional or operational units of a geographically decentralised company than the number specified in this Agreement. The employer's representative must be consulted before the election.
5. Shop stewards are entitled to use average of 20% of their working hours to perform the duties of a shop steward. The amount of time to be allocated to the chief shop steward for the performance of their duties is subject to local agreement.
6. Shop stewards are paid a remuneration of €150/month.
7. No compensation is payable for periods during which a shop steward is prevented from discharging their duties due to, for example, their annual leave. The compensation normally paid to a regular shop steward is paid to their deputy for any periods during which the deputy shop steward stands in for the regular shop steward. Shop stewards are responsible for notifying the company's human resources and payroll administration of any periods during which a deputy is standing in and for which the compensation should be paid to the deputy in accordance with the timetable for submitting information to payroll administration.
8. A shop steward and their deputy cannot claim compensation for the performance of the shop steward's duties at the same time.
9. If a shop steward performs duties agreed with the employer outside of their regular working hours, they are entitled to overtime pay for the lost time.
10. If a shop steward is required to travel in order to perform duties requested by and agreed with the employer, they are entitled to have their travel expenses reimbursed pursuant to the company's travel policy.
11. The shop stewards elect a chief shop steward from among themselves
12. The chief shop steward is paid a separate monthly remuneration of €50.
13. A deputy shop steward can also be elected to stand in for the regular shop steward as required and who, while standing in for the regular shop steward, has the same rights and responsibilities as the regular shop steward.
14. The shop steward must be an employee of the company in question, subject to the regulations of the Collective Agreement and a member of one of the trade unions that have signed the Collective Agreement or a member organisation of the same, and they must be familiar with the conditions of the workplace.
15. In the event of a substantial reduction or expansion of the size of a company or an individual unit, or another major change such as a divestiture, merger or incorporation, the shop steward organisation will be restructured to reflect the changed circumstances pursuant to the principles of this Agreement. In such circumstances, it is up to the employer and the shop steward together to review the shop steward's role in the restructured organisation. The shop steward retains their position in the event of a sale of business if the sold business or any part of the business remains independent.

Section 2 – election of shop stewards

1. The election can be held at work, and all employees who are members of the trade unions that have signed the Collective Agreement or member organisations of the same must be given an opportunity to vote. Planning and holding the election must not interfere with the employees' work, however. If the election is to be held at work, the time and place of the election must be agreed with the employer at least 14 days in advance. Arrangements for the election are the responsibility of the incumbent shop steward or, if they are unavailable, their deputy. Voting can also take place online. The time spent directly on organising the election counts as time spent on the duties of the shop steward.
2. The employees in charge of organising the election are responsible for notifying the employer and both of the signatory trade unions with the same notice as soon as planning begins and in any case no later than 14 days before the election.
3. The newly elected shop steward and their deputy, if a deputy shop steward has also been elected, assume their role(s) as set out in this Agreement as soon as the election committee or one of the organisations that are signatories to the Collective Agreement discloses their name(s) to the employer in writing. The employer must also be notified of the resignation of a shop steward or a deputy shop steward in writing.
4. As a rule, the term of office of a shop steward is two years.

Section 3 Cooperation and objective discussions

The company organises regular discussions on the objectives and effectiveness of the negotiation system. The initial discussion is held within two months of the start of the new term of office of shop stewards. The parties to the discussion are the shop stewards and the employer's representative. The discussion involves giving and receiving feedback in order to further improve the working relationship. In addition, the parties discuss the objectives set for the negotiation system and shop stewards' activities, and how the development of cooperation is monitored. The deadlines for disclosing information with shop stewards in accordance with section 6 are also discussed. Shop steward's training needs, timetables and objectives are also planned in the discussion.

Section 4 – Terms of shop stewards' employment

1. Unless otherwise stipulated in this Agreement, shop stewards are subject to the same terms of employment as other employees. Shop stewards have a personal responsibility to observe the general terms and conditions of employment, working hours, managers' instructions and the rules of the workplace.
2. The opportunities of shop stewards to grow professionally and advance in their career must not be thwarted by their duties as shop steward. Shop stewards are entitled to the same general salary development as other employees of the company. During the period after a shop steward's duties have come to an end, the shop steward must be provided with any further or supplementary on-the-job training necessary to allow them to resume their previous duties in the company or to take up another position with similar competence requirements.
3. An employee cannot be demoted to a position with a lower salary than the one they held when they were elected while they are acting as a shop steward or based on their role as a shop steward. A shop steward also cannot be demoted to a position of less value, if the employer is able to offer them work that matches their professional ability. The termination of an employee based on their acting as a shop steward is prohibited.
4. If the company is forced to let staff go or to lay off staff due to financial or production-related reasons, shop stewards are the last to go. This rule can be waived if a shop steward cannot be offered work that matches their profession or qualifications. A shop steward who feels that they have been let go or laid off in contravention of the above rules has the right to ask the organisations involved to look into the matter.
5. A shop steward's contract of employment cannot be terminated based on their own actions without the consent of the majority of employees as required under chapter 7, section 10, subsection 1 of the Finnish Employment Contracts Act. It is the responsibility of the parties to the Collective Agreement to ask employees for their consent.
6. A shop steward's contract of employment cannot be cancelled pursuant to chapter 8, section 1, subsection 1 of the Employment Contracts Act based on violations of the regulations of chapter 3, section 1 of the Employment Contracts Act.
7. Any evaluation of the grounds to cancel a shop steward's contract of employment must take into account the rule of not treating shop stewards less favourably than other employees.

8. The aforementioned protections for the employment of shop stewards also apply to any candidates for the position of a shop steward whose names have been put forward to the company's human resources administration by the election committee or one of the trade unions that are signatories to the Collective Agreement in writing (protection of the candidate). The protection of candidates begins no earlier than two months before the start of the new shop steward's term of office and ends, in respect of unsuccessful candidates, as soon as another candidate is elected.
9. The protections for the employment of shop stewards shall apply to an employee who has served as a shop steward for a period of six (6) months following the termination of the stop steward duties (post-protection).
10. A shop steward who is being dismissed must be notified of the termination of their employment contract at least one (1) month before the start of the notice period stipulated in the Collective Agreement. The advance notice must also specify the reason for the shop steward's termination. The employer also has an obligation to notify other shop stewards or, if there are none, the signatory trade unions of the termination of a shop steward's employment.
11. If the employment contract of a shop steward is found to have been terminated in contravention of this Agreement, the employer can be ordered to pay the terminated employee the equivalent of a minimum of six (6) and a maximum of thirty (30) months' salary in compensation. The amount of compensation is determined as provided for in chapter 12, section 2 of the Employment Contracts Act. The fact that the shop steward's rights under this Agreement have been violated must be taken into consideration as a factor increasing the amount of compensation payable. If a court finds grounds for cancelling the termination of a shop steward's employment or for reinstating their employment relationship after they have already been terminated and the employer refuses to comply, this must be taken into consideration as a particularly weighty factor in determining the amount of compensation payable.
12. If a dispute arises concerning the termination of employment of a shop steward within the meaning of this Agreement, both local negotiations and negotiations between the signatories to the Collective Agreement must also be initiated and conducted as soon as possible after the grounds for the shop steward's termination have been challenged.
13. Attempting to influence shop stewards or terminating their employment based on their role as a shop steward is prohibited.
14. The regulations concerning the employment security of shop stewards also apply to deputy shop stewards.

Section 5 – Duties of shop stewards

1. Shop stewards help to maintain and improve communication and cooperation between the employer and its staff.
2. A shop steward's most important task is to represent the rights of the employees covered by the applicable Collective Agreement. In respect of questions concerning the interpretation of the Collective Agreement, the shop steward represents all the employees covered by the Agreement or a specific group of employees if only some employees are affected.

The duties of a shop steward include, but are not limited to, the following:

- Representing all employees collectively in matters concerning the interpretation and application of the Collective Agreement and any local agreements
- Representing all employees collectively in matters governed by the Finnish Act on Cooperation within Undertakings
- Promoting cooperation together with the employer
- Representing and providing assistance in employment matters to organised employees who are bound by the Collective Agreement

Section 6 – Shop steward's right to access information

1. In the event of ambiguity or disagreement regarding the remuneration of employees or other aspects of employment relationships, the shop steward must be presented with the necessary information to investigate the issue.
2. Upon request, the employer has a duty to provide the shop steward with the following information concerning its employees in writing or by other means as agreed:
 - A list of employees (surname and first name, task category, competence classification, employment start date)
 - The average salary of each task category and each competence classification, if there are at least five (5) individuals in the category

- the number of full-time and part-time employees in the company. This also includes any staff separately called to work or temporary staff who have worked for the company in the past six (6) months.
 - The name, task category, competence classification and employment start date of any new hires and details of any employees who have been let go or laid off. In the case of employees hired on a fixed-term basis, the agreed length of the employment contract must also be disclosed.
3. The shop steward can request a report on the information collected in connection with recruitment.
 4. The shop steward is always notified of any warnings given to staff unless the employee in question has specifically prohibited the sharing of the information.
 5. Shop stewards have the same rights as shop stewards within the meaning of the law to review reports on emergency work, Sunday work, overtime work as well as the associated higher rates of pay.
 6. The shop steward has the right to receive a report on the allocation of salary adjustments within a reasonable period of time, but no later than one month after the salary increases. The report must list the number of employees, the number of employees who have received an increase, the average and median salary increase, and the total number of salary increases for employees (total salaries before and after the increase).
 7. If several shop stewards have been elected pursuant to section 1 above, the employer and the shop stewards together determine the principles based on which information is to be distributed between the shop stewards. The chief shop steward always has the right to access all of the information.
 8. Shop stewards have a duty to not disclose to third parties any information they receive based on the above for the purpose of attending to their duties.

Section 7 – Shop stewards’ personal storage and office space

Shop stewards have the right to ask for a designated space in which to store any documents and office supplies that they need in the performance of their duties. Company-specific shop stewards and shop stewards of regional units also have the right, if necessary, to request access to a fit-for-purpose office space in which to perform their duties, which the employer must provide free of charge if one is available. Shop stewards also have the right to use any regular office equipment (including email) that the employer provides for its staff to attend to their duties as shop stewards.

Section 8 – Training of shop stewards

1. Where possible, shop stewards shall be given the opportunity to attend training that increases their ability to competently carry out the duties of a shop steward.
2. The employer cannot refuse a shop steward’s request to attend the kind of training referred to in section 8, point 1 without a legitimate reason.

Section 9 – Compensation in relation to a compensatory fine

If the employer is ordered to pay compensation to a shop steward or an occupational safety and health representative for wrongful termination of their employment or for wrongfully laying them off, they cannot be ordered to also pay a compensatory fine within the meaning of section 7 of the Finnish Collective Agreements Act for the same breach of contract.

The employer also cannot be ordered to pay a compensatory fine within the meaning of section 7 of the Collective Agreements Act for failure to comply with the procedural rules of this Agreement. The employer’s failure to comply with the procedural rules must be taken into consideration as a factor increasing the amount of compensation payable for any wrongful termination or wrongful layoff.



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