Labour and Employment Comparative Guide

FINLAND

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1.Legal framework

1. 1. Are there statutory sources of labour and employment law?

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In general, employment and labour law consists both of national and international legal norms. The Employment Contracts Act (55/2001) is the general employment law. In the public sector, the applicable general law is the Act on Public Officials in Central Government (750/1994). In addition, there are several special statutes on matters such as annual leave, working hours and labour protection. Some of the main special laws regulating employment relationships in Finland include:

- the Annual Holidays Act (162/2005);
- the Working Hours Act (872/2019);
- the Act on Cooperation within Undertakings (1333/2021) ('Cooperation Act'); and
- the Occupational Safety and Health Act (738/2002).

The Cooperation Act (reformed in 2022) obliges the employer to negotiate with the employees in changing circumstances. Only after these negotiations have taken place can the employer decide on the planned measures. This obligation is particularly relevant in relation to the termination of employment agreements on financial and production-related grounds ('collective grounds').

The fundamental rights of employment law are also covered and determined in the Constitution, which provides for freedom of association and equal treatment of employees, among other things.

EU legislation, directives and regulations have been implemented nationally by incorporating them into the national employment legislation. EU labour law can be, and is, used in interpretating the national legislation in individual cases.

1. 2. Is there a contractual system that operates in parallel, or in addition to, the statutory sources?

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In Finland, there are contractual systems in addition to the statutory sources mentioned in question 1.1, and employment law is thus a mix of statutory and contractual sources. The main sources of labour law are:

- legislation;
- collective agreements; and
- employment contracts.

The main sources of employment contract law are:

- employment contracts; and
- the statutory law (both mandatory and non-mandatory) that regulates the employment relationship.

Employment contracts are dealt with in more detail in question 1.3.

On the other hand, collective labour agreements govern the activities of labour market organisations and their representatives. Collective bargaining is regulated in the Collective Agreements Act (436/1946). Similarly, in the public sector, special Collective Bargaining Acts for the Public Officials (664/1970 and 669/1970) apply. In addition, there are special laws on collective bargaining.

A collective agreement may be made binding under the Collective Agreements Act or may be generally applicable. The parties to collective labour agreements are always a trade union on the one hand and the employer, a large number of employers or an employers' association on the other. The terms of employment that apply to the employment relationships between the employer and its employees are agreed in the collective agreement. The terms cover issues such as:

- wages;
- working hours;
- labour protection; and
- the position of the shop steward.

The employers and the employer's associations have taken initiative and actions against the national industry-wide collective agreements. Hence, there likely will be a gradual shift from national industry-wide collective agreements towards local and company-wide collective agreements.

1. 3. Are employment contracts commonly used at all levels? If so, what types of contracts are used and how are they created? Must they be in writing must they include specific information? Are implied clauses allowed?

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Employment contracts are generally used but are not required by law. Thus, an employment relationship can be established orally, otherwise informally or electronically. The starting point is freedom of contract. However, freedom of contract is somewhat restricted, as the compulsory employment law provisions and the terms of collective agreements will determine the limits of the terms of employment contracts. The compulsory provisions and regulations of labour law are usually the minimum conditions set out for the employment relationship; the law does not prevent the parties from agreeing on more favourable terms for employees.

According to the Employment Contracts Act, an 'employment contract' is a contract under which the employee agrees personally to perform work for an employer under the employer's direction and supervision in return for pay or some other remuneration. Hence, a contract is an employment contract only if certain conditions are fulfilled. If these conditions are met, the employment contract is entered into, even if there is no written or formal contract signed between the employer and the employee.

An employment contract can be indefinite or for a fixed term. For a fixed term employment contract to be valid, it must have a justified reason, such as:

- a term-specified project;

- cover for maternity leave or other temporary posts; or
- a seasonal work period.

The employment contract can be part time, full time or even zero hours.

2.Employment rights and representations

2. 1. What, if any, are the rights to parental leave, at either a national or local level?

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The right to parental leave is determined in the Employment Contracts Act. According to the act, employees are entitled to take leave from work during maternity, special maternity, paternity and parental benefit periods as set out in the Sickness Insurance Act. Employees are entitled to take parental leave in one or two periods, the minimum duration of which is 12 working days.

The employer is not required to pay the employee salary for the duration of family leave, but the employee is entitled to yearly holiday as normal. This means that the employee must pay a normal holiday salary (eg, one month's salary per year).

2. 2. How long does it last and what benefits are given during this time?

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The parents have a total parental allowance entitlement of 320 working days which is paid by the Social Insurance Institution of Finland. If a child has two parents, the days are divided equally between them – that is, they will both be entitled to 160 working days. The pregnant parent is entitled to an additional 40 days of pregnancy allowance before the payment of the parental allowance is set to begin. Parents can agree to give up as many as 63 days of their entitlement to the other parent or some other person who provides care for the child.

In addition, employees are entitled to take childcare leave in order to care for their child or some other child living permanently in their household until the child reaches the age of three.

The employee can also return to work from the parental or childcare leave earlier by notifying the employer. However, this can cause problems, especially in small businesses.

2. 3. Are trade unions recognised and what rights do they have?

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Trade unions are recognised in Finland. The trade unions negotiate on behalf of employees on:

- collective employment contracts;

- terms of employment;
- working hours and conditions; and
- wages with employers' associations.

In addition, the trade unions provide different services and counselling for employees.

The trade unions have gained significant power in the Finnish labour markets. Consequently, collective agreements can be up to 200 pages long (eg, in the paper industry). The trade unions are also very reluctant to give up any benefits once they have gained them.

In Finland, labour law has traditionally been drafted in cooperation with the trade unions, employers' representatives and the government. In practice, this means that any legislative projects that are undesirable for employees or for trade unions make little progress. This makes the labour market even more rigid.

2. 4. How are data protection rules applied in the workforce and how does this affect employees' privacy rights?

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The most important Finnish legislation related to the processing of employees' personal data is the Act on the Protection of Privacy in Working Life (759/2004). All processing of employees' personal data must also comply with the EU General Data Protection Regulation (2016/679) (GDPR). Provisions relevant to the processing of employees' personal data are also included in the Personal Data Act (1050/2018) and many special acts.

The Act on the Protection of Privacy in Working Life applies exclusively to the relationship between employers and employees. It applies to:

- all employees in contractual and public service employment relationships;
- employees in comparable public law employment relationships; and
- jobseekers, as appropriate.

The provision on the necessity requirement is the most important provision in the Act on the Protection of Privacy in Working Life. Employers are allowed to process only that personal data of employees which is directly necessary for the employment relationship – in other words:

- the data must be needed to manage the rights and obligations of the parties to the employment relationship or the benefits provided by the employer to the employee; or
- the collection of the data must be necessary due to the special nature of the work concerned.

No exceptions can be made to the necessity requirement, even with an employee's consent.

Employers should collect personal data directly from the employee. This is the easiest way to ensure that the employee knows what kind of data is being collected. Personal data can be collected from other sources than the employee only with the employee's consent. An employer that intends to acquire personal data on an employee for the purpose of establishing his or her reliability must notify the employee of the matter before requesting the data.

2. 5. Are contingent worker arrangements specifically regulated?

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Fixed-term employment agreements are covered by the Employment Contracts Act. Hence, the same employment and labour legislation applies to fixed-term employment agreements and other occasional employment agreements.

On the other hand, independent contractors are not covered by the Employment Contracts Act and are not considered as employees. Independent contractors do not have the same rights as employees.

3.Employment benefits

3. 1. Is there a national minimum wage that must be adhered to?

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There is no national statutory minimum wage. Minimum wages are usually regulated by industry-specific collective agreements. If there is no applicable collective agreement, the employer and the employee will agree on the remuneration. However, according to the Employment Contracts Act the employee must be paid reasonable and normal remuneration for the work performed.

3. 2. Is there an entitlement to payment for overtime?

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Overtime can only be performed on the employer's initiative and with the employee's consent. The employee's consent must usually be obtained separately each time overtime is performed. The maximum amount of work, including overtime, that may be performed is an average of 48 hours a week over a four-month period. However, the reference period can be extended:

- up to six months under a collective agreement; and
- for a further 12 months where the overtime is required due to technical or organisational reasons.

There is an entitlement to payment for overtime. The amount by which the salary is increased will depend on:

- whether the overtime is daily, weekly or period-based work; and
- how much overtime is worked.

The employee's salary must generally be increased by:

- 50% for the first two hours of daily overtime work; and
- 100% thereafter where daily overtime exceeds two hours.

Collective employment agreements often include provisions on payment for overtime which complement and differ from the abovementioned norms. These provisions are usually very detailed and complex, and will vary depending on the applicable collective agreement.

3. 3. Is there an entitlement to annual leave? If so, what is the minimum that employees are entitled to receive?

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The Annual Holidays Act establishes employees' rights to a paid annual holiday. The holiday credit year runs from 1 April to 31 March. Employees accrue two days of paid holiday per month during the first holiday credit year and two and a half days thereafter. The total number of paid holidays is 30 days per year, corresponding to five weeks of annual holiday.

According to the general rule on holiday pay, the employee has a right to receive at least his or her regular or average pay (including fringe benefits) for the period of his or her annual holiday. Fringe benefits that are not available to the employee during the holiday are paid as monetary compensation instead.

The holiday pay of a monthly-paid employee is based on his or her earnings for regular working hours. Overtime and emergency overtime hours are not considered when holiday pay is calculated.

Employees who come under the 14-day rule (ie, employees who work at least 14 days per month) have their holiday pay calculated on the basis of their average daily pay and a multiplier determined by the number of days holiday. On the other hand, employees who come under the 35-hour rule (ie, employees who work less than 35 hours per month) have their holiday pay calculated on a percentage basis in accordance with their earnings during the holiday credit year.

3. 4. Is there a requirement to provide sick leave? If so, what is the minimum that employees are entitled to receive?

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An employee is entitled, under certain conditions, to sick pay from the employer according to the Employment Contracts Act and collective agreements. Hence, employees who are prevented from performing their work by an illness or accident are entitled to pay during the illness or incapacitation. However, an employee is not entitled to pay during illness if he or she has caused his or her disability on purpose or through gross negligence.

If the employment relationship has lasted for at least one month, an employee is entitled to:

- full pay from the employer for the period of the disability for up to nine days following the date of falling ill; and
- sickness allowance from the state, paid by the Social Insurance Institution of Finland, after 10 days of illness under the Sickness Insurance Act. The amount of sickness allowance is based on the employee's

earned income and is paid for weekdays and Saturdays for a maximum period of 300 days.

In employment relationships that have lasted for less than one month, employees are entitled to paid sick leave of 50% of their pay.

Collective agreements also include more beneficial terms for the employee in this case.

3. 5. Is there a statutory retirement age? If so, what is it?

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The earliest old-age pension age is determined by the year of birth. The retirement age will increase by three months per age cohort for those born from 1955 onwards from 63 years up to 65 years. The age at which the insurance obligation ends and no new pension accrues will also increase. Within the national pension scheme, the old-age retirement age is 65. Each cohort will have its own target retirement age.

The right to a pension is regulated in the National Pensions Act (568/2007). The old-age pension paid from the earnings-related pension scheme can start from the month after the insured has reached retirement age and stopped working in the position from which he or she is retiring. In other words, payment of an old-age pension requires that the employee no longer continue in the employment from which he or she has retired. The self-employed, on the other hand, may continue self-employment when they retire on an old-age pension.

4.Discrimination and harassment

4. 1. What actions are classified as unlawfully discriminatory?

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The Employment Contracts Act, the Non-discrimination Act (1325/2014) and the Penal Code (39/1889) set out the main statutory provisions prohibiting direct or indirect discrimination based on:

- age;
- state of health or disability;
- ethnic origin or nationality;
- sexual orientation;
- religion or belief;
- language;
- race or colour;
- trade union or political activity; or
- other similar personal characteristics.

The Act on Equality between Women and Men (609/1989) deals with gender-based discrimination. For example, it prohibits different treatment of employees based on reasons such as:

- pregnancy;

- parenthood; or
- other reasons relating to family responsibilities.

An employer has a general statutory obligation to treat its employees equally and to promote equality in working life. Unlawful discrimination can be either direct or indirect. Direct discrimination occurs where the employer treats a person less favourably than other employees in a similar comparable situation. Indirect discrimination can arise when a certain practice sets a person at a particular disadvantage compared with other employees.

According to the Employment Contracts Act, if an employer breaches the non-discrimination rule, it must compensate the damages caused by these actions.

An employer that breaches the Non-Discrimination Act by treating an employee less favourably than other employees must pay compensation to that employee. The compensation must be equitably proportionate to the severity of the act. The compensation does not depend on whether any damage has been caused by the employer's actions, as it does not constitute compensation for damages.

Work discrimination has also been criminalised in the Penal Code (39/1889). An employer that, without an important and justifiable reason, puts a jobseeker or an employee in an inferior position based on any of the abovementioned classifications (eg, age, religion) will be charged with work discrimination and sentenced to a fine or imprisonment for up to six months.

4. 2. Are there specified groups or classifications entitled to protection?

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See question 4.1.

4. 3. What protections are employed against discrimination in the workforce?

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The employer must promote equality among employees and must not discriminate among employees or job applicants. The employer also has special obligations towards disabled persons, to help them gain employment and perform their job duties equally with other employees.

Discrimination is prohibited:

- in hiring;
- during the employment relationship; and
- in terminating the employment relationship.

The employer may be guilty of discrimination before actual recruitment in setting the selection criteria or providing the job information.

An employee must not experience negative consequences because he or she has:

- invoked the rights and/or obligations referred to in the Non-Discrimination Act;
- participated in an investigation of discrimination in the workplace; or
- taken other measures to safeguard equality.

This is called a 'countermeasure ban'. A countermeasure might include closer supervision of the employee's performance after he or she has contacted the occupational safety and health authority due to experience of discrimination.

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4. 4. How is a discrimination claim processed?

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The employer has the burden of proving the equal treatment of employees. The employee must claim compensation for illegal discrimination within two years of the discriminatory act occurring. To claim compensation, the employee can bring action against the employer in the district court. The district court deals with these disputes at first instance. The employee can appeal the district court's decision before the court of appeal.

4. 5. What remedies are available?

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The amount of compensation to be paid will be at least €3,740. There is no maximum amount of compensation specified, except in recruitment situations, where the compensation may not exceed €18,690. In practice, compensation awards have varied from the minimum amount to over €15,000. On average, the amount of compensation payable is around €10,000.

Compensation is determined in the form of an indemnity and there is no cap on this indemnity. The employer or its representative can also be fined or imprisoned for up to six months for general discrimination or discrimination at work under the Penal Code.

An employee who has been discriminated against on the basis of gender can claim compensation from the employer under the Act on Equality between Men and Women. The amount of compensation payable is not determined on the basis of the damage suffered by the employee.

4. 6. What protections and remedies are available against harassment, bullying and retaliation/victimisation?

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Harassment and bullying at work are considered forms of prohibited discrimination so the discussion in question 4 also applies to harassment.

An employee who has exercised his or her legal rights must not be punished for this. Such retaliation will be treated as harassment or discrimination. If an employee is fired for exercising his or her legal rights, this will be considered unlawful dismissal (see question 5.3).

5.Dismissals and terminations

5. 1. Must a valid reason be given to lawfully terminate an employment contract?

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An employer must give a valid reason to terminate an employment contract and may not terminate an indefinitely valid employment contract without proper and weighty reason. In accordance with the Employment Contracts Act, an employer can terminate an employment contract by:

- cancelling the employment agreement during the probation period, where the parties have expressly agreed on a probation period;
- terminating the employment agreement on grounds related to the employee (‘individual grounds’);
- terminating the employment agreement on financial and production-related grounds (‘collective grounds’); or
- cancelling the employment agreement due to an extremely weighty reason.

Probation period: In Finland, the employer and employee may agree on a probation period of a maximum six months, starting from when work begins. However, in the case of a fixed-term employment relationship, the probation period may comprise no more than half of the duration of the employment contract and in any event may not exceed six months. During the probation period, the employment contract may be cancelled by either party without any notice period. The employment contract may not, however, be cancelled on discriminatory or otherwise inappropriate grounds.

Individual grounds: Termination on individual grounds covers, for example, serious breach or neglect of obligations arising from the employment contract or the law which has an essential impact on the employment relationship. For example, an illness, disability or political opinion cannot be regarded as a weighty reason.

Collective grounds: The employer may terminate the employment contract on collective grounds if the work to be offered has diminished substantially and permanently for financial or production-related reasons, or reasons arising from the reorganisation of the employer's operations. 'Reorganisation' also includes the outsourcing of certain functions (eg, accounting, maintenance) or specific work of the employer.

Financial or production-related grounds for termination will not generally be considered to exist if, before or shortly after terminating an employment contract, the employer hires a new employee to undertake duties that are similar to those of the employee or employees to be dismissed.

Fixed-term contracts: Fixed-term contracts cannot be terminated due to individual or financial grounds, unless the parties have expressly agreed otherwise in the employment agreement. If no such agreement exists, the fixed-term agreement can only be cancelled if an extremely weighty cause exists.

Cancellation of employment contract: The employer can cancel an employment contract with immediate effect, regardless of the applicable notice period or the duration of the employment contract, only with an extremely weighty cause. Such a cause may be deemed to exist where, for example the employee breaches or neglects duties based on the employment contract or the law in a way that has an essential impact on the employment relationship. The grounds for cancelling the employment contract must always be assessed on a case-by-case basis. Nonetheless, the employer generally has the right to cancel the employment contract, for example, if the employee commits violent acts towards the employer or other employees.

5. 2. Is a minimum notice period required?

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In indefinite employment contracts, a minimum notice period is required. An employment contract which has been concluded for an indefinite period is terminated by giving notice to the other contracting party. The agreed notice period may not exceed six months.

The prescribed notice periods vary according to the uninterrupted duration of the employment relationship. The general notice periods that must be considered by employers are as follows:

Duration of employment	**Notice period**
One year or less	14 days
More than one year but no more than four years	1 month
More than four years but no more than eight years	2 months
More than eight years but no more than 12 years	4 months
More than 12 years	6 months

The notice periods remain the same regardless of whether the terminations are carried out on production-related, financial or employee-related grounds. The parties may agree on longer termination periods in the employment agreement. Some collective agreements also extend the termination periods.

5. 3. What rights do employees have when arguing unfair dismissal?

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According to the Employment Contracts Act, if the employer has terminated an employment contract in breach of the act's provisions, it must pay compensation for unjustified termination of the employment contract. Hence, an employer must have valid grounds for terminating the employment contract. The exclusive compensation to be paid is equivalent to the pay due for a minimum of three months or a maximum of 24 months.

In case of unfair dismissal, the employer can bring action an against the employer in the Finnish courts and claim compensation. According to the Employment Contracts Act, the employee is in need of protection as he or she is in a weaker position than the employer. Hence, in legal praxis, the court interprets the labour legislation for the benefit of the employee.

5. 4. What rights, if any, are there to statutory severance pay?

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In Finland, the employer must pay the employee's normal salary and other agreed benefits during the notice period. There is no statutory obligation to pay severance.

6.Employment tribunals

6. 1. How are employment-related complaints dealt with?

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Primarily, complaints are dealt with through negotiations between the parties. The trade unions often provide assistance and consultation in the negotiations. In addition, they often pay the employee's legal expenses. Therefore, employees usually seek advice directly from the trade union of which they are members. Hence, the negotiating positions are at the very least equal between the employer and employee.

Generally, employment-related disputes are handled in the general courts of Finland. The first instance is the local district court, the second instance is the court of appeal and the final instance is the Supreme Court.

Trade unions can appeal to the Labour Court on matters relating to collective agreements and their interpretation behalf of their members. The defendant is the other contracting party to the collective agreement. Normally individual dismissals are not taken to the Labour Court. The Labour Court's decisions are final and there is no ordinary appeal of its decisions.

6. 2. What are the procedures and timeframes for employment-related tribunals actions?

Finland

The negotiations generally take one to two months. If the negotiations do not resolve the dispute and the issue is brought to court, proceedings in the district court usually take between 12 and 18 months. Furthermore, if a party decides to appeal the district court's decision, the appeal proceedings generally take another 12 to 18 months.

Proceedings in the Labour Court generally significantly less time than in the general courts.

7.Trends and predictions

7. 1. How would you describe the current employment landscape and prevailing trends in your jurisdiction? Are any new developments anticipated in the next 12 months, including any proposed legislative reforms?

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The labour market is constantly changing, which has led to the emergence of new forms of employment and to the rise of atypical employment forms. Digitalisation and technological advancements have also changed the labour markets and employment relationships. The COVID-19 pandemic has further accelerated these changes. The Finnish labour market has recovered from the negative effects of the virus and the employment situation is now positive once again.

Remote working has also become an established part of working life since the pandemic. While remote working has also presented new challenges, thus far these have not been significant. On the other hand, remote working has raised many concerns about employees' rights – for example, relating to employees' privacy when working remotely and whether employees are insured when working at home

There have been, and will be, some significant legislative changes and reforms in relation to employment law in 2022. In January, the Act on Cooperation within Undertakings was reformed. Among other things, the new act:

- promotes a company culture in which the employer and its employees work in collaboration; and
- requires the employer to maintain a continuous dialogue with its employees.

Upcoming legislation on family leave reform will also enter into force in August 2022. The reform seeks to recognise all kinds of situations equally, including those involving diverse families and various forms of entrepreneurship and self-employment. The new family leave model will provide employees with much more opportunity, flexibility and freedom of choice than the current system in terms of their family leave decisions. These opportunities and freedoms must be accepted by employers and taken into account when calculating employment costs in Finland.

Collective agreements: Trade unions in Finland have significant power – some might say too much. It seems that the trade unions consider their own power more important than a smoothly functioning labour market.

In Finland, there is also a trend of getting rid of industry-wide collective agreements among employers' associations and moving more towards local bargaining and company-based agreements. This has already led to strikes: for example, in the paper industry in 2022, UPM Paper Mills concluded company-based collective agreements for six different worker groups after a three-and-a-half month strike, which is estimated to have cost the company more than €100 million.

Non-compete agreements: The provisions of the Employment Contracts Act on non-compete agreements have also been reformed. According to the new provisions, compensation must be paid for all post-employment non-compete agreements. The amount of compensation is fixed and relative to the duration of the non-compete restriction:

- For a non-compete period of up to six months, compensation is equal to 40% of the salary during that period; and
- For a non-compete period of longer than six months, compensation is equal to 60% of the salary for the entire non-compete period.

If not agreed otherwise after termination, compensation payments will follow the same salary payment periods as applied during the employment. The employer must pay the compensation in addition to the notice period salary. In addition, the compensation must be paid regardless of whether the employee suffers any actual loss of income during the non-compete period.

8.Tips and traps

8. 1. What are your top tips for navigating the employment regime and what potential sticking points would you highlight?

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Finland's labour and employment legislation is always interpreted for the benefit of the employee.

In addition, an employer must always first check whether a collective employment agreement or industry-wide collective agreement is applicable in case of recruitment, changes to the terms of employment and especially dismissal.

In ambiguous or unclear cases, it is recommended to local legal professionals. This is especially important when terminating one or more employment contracts, because even a procedural fault can have severe consequences for the employer.

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