

Translation from Finnish**Legally binding only in Finnish and Swedish****Ministry of Economic Affairs and Employment, Finland****Working Time Act***(872/2019, amendments up to 1405/2019 included)*

By decision of Parliament, the following is enacted:

Chapter 1**Scope of application****Section 1****General scope of application**

This Act shall apply to all work performed under an employment contract as referred to in section 1, subsection 1 of the Employment Contracts Act (55/2001) or within a public-service relationship, unless otherwise provided elsewhere in law. Additional provisions on work performed by persons under the age of 18 are laid down in the Young Workers Act (998/1993).

The provisions laid down in this Act concerning employees shall also apply to public servants and officeholders, unless otherwise provided elsewhere in law. The provisions laid down in this Act concerning collective agreements shall also apply to collective agreements for public servants.

Section 2**Derogations from the scope of application**

Except for section 15, subsections 3 and 4, this Act shall not apply to employees whose working hours cannot be determined in advance and whose use of working time is not subject to supervision and who may thus themselves decide their working hours in relation to the following:

- 1) work which is to be considered management of an undertaking, corporation or foundation or an independent part thereof by virtue of the relevant duties and of the employee's position otherwise, or independent work directly comparable to such management;
- 2) employees who perform religious functions in the Evangelical Lutheran Church, Orthodox Church or another religious community;
- 3) work performed by a member of the employer's family;

- 4) work which owing to the specific characteristics of the activities concerned is performed in conditions where it cannot be considered a duty of the employer to supervise arrangement of the time spent on the work;
- 5) work performed by a State public servant as a court officer or referendary, junior district judge, trainee district judge, public legal aid attorney, prosecutor, bailiff, writ server or at a foreign mission;
- 6) work performed by a public servant employed by the Bank of Finland and excluded from the scope of this Act by the Bank's Parliamentary Supervisory Council.

The provisions of section 24, subsections 1 and 2, and of sections 25–28 of this Act shall not apply to the work of motor vehicle drivers to which Regulation (EC) No 561/2006 of the European Parliament and of the Council on the harmonisation of certain social legislation relating to road transport and amending Council Regulations (EEC) No 3821/85 and (EC) No 2135/98 and repealing Council Regulation (EEC) No 3820/85 (*Driving Time and Rest Periods Regulation*) applies.

This Act shall not apply to work for which separate provisions are laid down governing the working time to be observed therein. This Act also shall not apply to employees who, when assessed as a whole, have, by a national collective agreement referred to in section 34, been secured protection equivalent with the rest periods and maximum working time under this Act in relation to the following:

- 1) teaching and research personnel who, owing to the nature of the work, have the right to determine themselves a substantial part of their working hours;
- 2) forest, forest improvement and timber-floating work or to related work, excluding mechanical forest and forest improvement work and short-distance timber transport performed off-road;
- 3) Border Guard employees or duties referred to in the Pilotage Act (940/2003).

This Act shall not apply to work by an employee of a non-profit organisation to the extent that such employee takes part in activities relating to events, competitions or camps when such activities are covered by a national collective agreement as referred to in section 34 that secures for the employee protection equivalent with the rest periods and maximum working time under this Act.

Chapter 2

Time constituting working time and stand-by

Section 3

Working time

The time spent working and the time an employee is obliged to be present at a place of work at the employer's disposal shall constitute working time.

Time spent travelling shall not be regarded as working time unless such time is simultaneously to be considered performance of work. The employer's duty to prevent excessive strain related to travel taking place outside working time shall be governed by the provisions laid down in sections 10, 13 and 25 of the Occupational Safety and Health Act (738/2002).

Section 4

Stand-by

An employer and an employee may agree on stand-by and the compensation paid for it. When on stand-by, the employee shall be available to the employer so that the employee can be called for work. Time spent on stand-by shall not be regarded as working time unless the employee is required to remain at the workplace or in its immediate vicinity. Stand-by may not unduly hamper the employee's leisure time.

The employee shall be aware of the amount of compensation for stand-by or the grounds for the determination of the compensation and of the terms of the stand-by when concluding an agreement on stand-by. The restrictions imposed by stand-by on the employee's leisure time shall be taken into consideration in the amount of the compensation.

When stand-by duty is essential due to the nature of the work and for extremely compelling reasons, a public servant and officeholder cannot refuse it.

Chapter 3

Statutory organisation of regular working time

Section 5

General working time

Regular working time shall not exceed eight hours per day or 40 hours per week.

Weekly working time may be organised in such a way that it averages 40 hours over a period of no more than 52 weeks without exceeding the regular daily working time of eight hours.

Section 6

Shift work

Regular working time may be organised in the form of shift work.

In shift work, the shifts must change regularly and at intervals agreed upon in advance. Change is considered regular when a shift does not coincide for more than an hour with the shift immediately following or the shifts are no more than an hour apart.

Section 7

Period-based working time

By way of derogation from the provisions laid down in section 5, regular working time may be organised so that it does not exceed 120 hours over a period of three weeks or 80 hours over a period of two weeks:

- 1) in security and guard duties, surveillance and traffic control duties, rescue duties and prison administration;
- 2) in press services, editorial radio and television work, and comparable generation and transmission of online content, film production and postal services as well as in telecommunications services requiring night work;
- 3) in family day care referred to in the Act on Early Childhood Education and Care (540/2018), other early childhood education and care services requiring night work, and in social welfare, health care and veterinary services operating for most of the day;
- 4) in passenger and freight transportation and in the loading and unloading of ships and railway cars;
- 5) in mechanical forest and forest improvement work and in short-distance timber transport, performed off-road;
- 6) in dairy operations;
- 7) in the hospitality and cultural sectors and in camp operations;

8) in support functions essential to the ongoing performance of the duties and operations referred to in paragraphs 1–7.

In order to organise work in a practical way or to avoid impractical shifts for employees, regular working time may, however, be organised so that it does not exceed 240 hours during two consecutive three-week or three consecutive two-week periods. Regular working time may not exceed 128 hours during either of the three-week periods or 88 hours during any of the two-week periods.

Section 8

Night work

Work performed between 23:00 and 06:00 shall be regarded as night work.

Night work on a regular basis shall be permitted:

- 1) in work that may be organised as period-based work as provided in section 7;
- 2) in shift work;
- 3) in maintenance and repair work that is essential to maintaining the regular operations of the employer;
- 4) in work that cannot be performed at the same time as work regularly performed at the workplace;
- 5) in the maintenance and cleaning of public roads, streets, other transport corridors and airports as well as means of transport;
- 6) in pharmacies;
- 7) at peat sites during the peat extraction season, and at sawmill drying houses;
- 8) with the employee's consent, at bakeries; however, no consent shall be required for work performed between 05:00 and 06:00;
- 9) with the employee's consent, in urgent sowing and harvesting, in work directly related to parturition or treatment of domestic animals, and in other agricultural work that owing to its nature cannot be postponed.

However, the working time of a motor vehicle driver as referred to in section 2, subsection 2 who works four hours or more between 24:00 and 07:00 on a regular basis shall not exceed ten hours over a 24-hour period.

Employers who regularly employ night workers shall bring this information to the attention of the occupational safety and health authority if it so requests.

In period-based work and in continuous shift work, an employee may, according to the work schedule, work no more than five consecutive shifts where at least three of the working hours fall between 23:00 and 06:00, after which the employee shall be given uninterrupted leave of at least 24 hours. Two additional shifts as referred to above may be worked consecutively when the employee consents separately to both additional shifts.

In especially hazardous work or work that is highly stressful either physically or mentally, the working time may not exceed eight hours over a period of 24 hours in which the employee performs night work. More specific provisions may be laid down by Government Decree or more specific regulations agreed by collective agreement as to when work is to be considered to be especially hazardous or highly stressful either physically or mentally.

Section 8a (1405/2019)

Night worker's right to transport to work

The employer must organise transport to work for a night worker if

- 1) transport to work is necessary and common in the area
- 2) if there is no satisfactory public transport available with regard to routes or timetables at the time when the work shift begins or ends; and
- 3) the worker has no car or other vehicle at his or her disposal.

There is no right to transport to work if the worker cannot use a car because of a driving ban imposed for a criminal offence or violation.

For transport to work, the employer can charge the employee a fee equivalent to the fee paid for the use of public transport.

The employer shall negotiate with the staff before making the decision on organising transport to work.

Section 9

Daily working time of motor vehicle drivers

The daily working time of a motor vehicle driver may not exceed 11 hours within the consecutive 24-hour period following a daily rest period.

When there is no other way practicably to organise the work of a motor vehicle driver, the daily working time may be extended to no more than 13 hours, provided that the working time does not exceed 22 hours within the 48-hour period following the daily rest period that follows the extended working hours.

Chapter 4

Regular working time based on agreement

Section 10

Regular working time based on collective agreement

The right to agree regular working time by collective agreement shall be governed by section 34.

Section 11

Regular working time based on agreement between employer and employee

An employer and an employee may agree to extend daily regular working time by no more than two hours subject to the provisions of the collective agreement applicable to the work concerning agreement on regular working time. In this case, the weekly regular working time shall average no more than 40 hours over a period of no more than four months. Weekly regular working time may not exceed 48 hours.

The agreement may be concluded for a fixed term or indefinite term. An agreement concluded for an indefinite term or for a fixed term of at least two weeks shall be made in writing.

An agreement on regular working time concluded for an indefinite term may be terminated to expire at the end of the adjustment period. A fixed-term agreement for a period of more than one

year may be terminated after four months of conclusion in the same manner as an agreement concluded for an indefinite term.

Section 12

Flexible working hours

By way of derogation from section 5, subsection 1 and the provisions of a collective agreement concerning duration and timing of regular working time, an employer and an employee may agree on flexible working hours so that the employee may, within set limits, determine the timing of his or her daily working hours. When agreeing on flexible working hours, at least the following shall be agreed:

- 1) consecutive fixed working hours;
- 2) the daily limits for and placement of flexible working hours;
- 3) the placement of rest periods;
- 3) the maximum accumulation of hours in excess or in deficit of the regular working time.

When working flexible hours, the daily regular working time shall be reduced or extended by a flexible period which shall not exceed four hours. Weekly regular working time may average no more than 40 hours over a reference period of four months and the employee may work more or less than this amount of hours within the set flexible working hours limits. At the end of the reference period, the accumulated excess hours may not exceed 60 hours and the accumulated deficit of hours may not exceed 20 hours.

The employer and the employee may agree that the accumulated excess hours shall be reduced through paid leave given to the employee. At the employee's request, the employer shall strive to give such leave in the form of full workdays.

An agreement concerning flexible working hours concluded for an indefinite period may be terminated to expire at the end of the reference period. An agreement concluded for a fixed term of more than one year may be terminated after four months from its conclusion in the same manner as an agreement concluded for an indefinite term.

Section 13

Flexiwork

By way of derogation from the provisions of a collective agreement concerning duration and placement of regular working time, an employer and an employee may agree on flexiwork whereby the employee may independently decide on the placement and place of performance of at least half of the working time. When agreeing on flexiwork, at least the following shall be agreed:

- 1) the days to which the employee may allocate the working hours;
- 2) the placement of the weekly rest period;
- 3) the fixed working hours, if any, however, not their placement between 23:00 and 06:00;
- 4) the working time applicable after expiration of the agreement on flexiwork.

In flexiwork, the weekly regular working time may not average more than 40 hours over a period of four months.

An agreement concerning flexiwork shall be concluded in writing. A contractual provision concerning flexiwork may be terminated to expire at the end of the period following the current adjustment period.

Section 14

Working time account

In this Act, a working time account means a system for reconciling working time and time off by which working time, earned time off or monetary benefits converted into time off may be saved and combined. The employer and the shop steward or, when one has not been elected, the elected representative or other employee representative or the employees or a group of employees collectively may agree in writing on the introduction of a working time account. An agreement on a working time account concluded by a representative shall be binding on those employees whom the representative is deemed to represent.

At least the following shall be agreed in the agreement:

- 1) the items on which provisions are laid down in subsection 3 that may be transferred into the working time account;
- 2) the limits for saving into the working time account;
- 3) dissolution of the working time account and compensation of the items held in the account at the time of its dissolution;

4) the principles for taking time off and the procedures by which time saved in the working time account shall be taken as time off.

With the consent of the employee, given individually for each occasion or for a short fixed term, the following may be transferred into the working time account:

- 1) hours of additional work and overtime;
- 2) accumulated flexible working hours up to a maximum of 60 hours per four-month reference period;
- 3) monetary benefits based on law or agreement after these have been converted into time-based units.

However, pay payable on regular working time, allowances or receivables of an indemnificatory nature or a monetary benefit after it has matured for payment may not be transferred into the working time account. The accumulated working time saved into the working time account also may not exceed 180 hours over the calendar year, nor may the total accumulation in the working time account exceed an amount equivalent to six months' working time.

When transferring the items referred to in subsection 3 into the working time account, the terms applicable to these items on the basis of law or agreement concerning conversion into time off or maturing of the benefit are replaced with the terms of the working time account.

An employee shall be entitled to be given time off saved into the working time account in the amount of at least two weeks per calendar year. When time off of more than ten weeks has been saved into the working time account, the employee shall be entitled to be given time off in the amount of at least one fifth of the accumulation in the working time account. At the request of the employee, the employer shall give the time off within the following six months. When the employer determines the placement of the time off, the employee shall be entitled to convert the time off into a monetary compensation.

Section 15

Reduced working time

When an employee, for social or health reasons other than the partial child care leave referred to in chapter 4, sections 4 and 5 of the Employment Contracts Act, wishes to work fewer hours than

the regular working time, the employer shall strive to organise the work so that the employee can work part time.

An agreement on the part-time work referred to in subsection 1 indicating at least the duration of the daily and weekly working time shall be concluded by the employer and the employee for a fixed term of no more than 26 weeks at a time.

When an employee, in order to retire on partial early old-age pension or partial disability pension, wishes to work fewer hours than the regular working time, the employer shall primarily organise the work so that the employee can work part time. The reduction in working time shall be implemented in the manner agreed between employer and employee, taking into account the needs of the employee and the employer's production and service operations.

When refusing to organise the part-time work provided in subsection 1 or 3, the employer must give its reasons for the refusal.

Chapter 5

Exceeding regular working time and Sunday work

Section 16

Additional work and overtime

Additional work and overtime require the initiative of the employer. When flexible working hours or flexiwork are in use, additional work and overtime must be expressly agreed.

In following the general working time regime, daily overtime consists of working time that exceeds eight hours per day. Weekly overtime consists of working time that exceeds 40 hours per week without being daily overtime. When a shorter weekly working time than 40 hours has been agreed on, additional work consists of work performed in addition to the regular working time entered in the work schedule that is not overtime.

In following the average regular working time regime, daily overtime consists of work performed in addition to the regular daily working time entered in the work schedule. Weekly overtime consists

of work performed in addition to regular working time that is not daily overtime. When the average working time has been agreed to average at less than 40 hours per week, work performed in addition to regular working time shall nonetheless be regarded as additional work up to a week of 40 hours.

In period-based work, overtime shall consist of work in excess of the regular maximum working time under section 7. When shorter regular working time per period than provided in section 7 has been agreed, additional work shall consist of work that exceeds the regular working time without exceeding the maximum hours per period under section 7.

In following the flexible working hours regime, daily overtime consists of work in excess of eight hours per day and weekly overtime of work which is performed on days entered in the work schedule as days off and which exceeds 40 hours without being daily overtime. Work performed on the orders of the employer in addition to fixed working hours, due to which the maximum accumulation under section 12, subsection 2 is exceeded at the end of the reference period, shall also be regarded as overtime. Work performed in addition to regular working time that is not overtime shall be regarded as additional work.

In following the flexiwork regime, daily overtime consists of work in excess of eight hours per day and weekly overtime of work that is performed during the weekly rest period agreed in the flexiwork agreement without such work being daily overtime. Work performed in addition to regular working time that is not overtime shall be regarded as additional work.

Section 17

Employee consent

The consent of the employee is required separately for each occasion that the employee works overtime. However, employees may consent to overtime for short set periods when necessary for the organisation of the work.

Employees may only be required to perform additional work with their consent unless additional work has been agreed in the employment contract. In such a case, employees shall be entitled to refuse additional work for justifiable personal reasons on the days off entered in the work schedule.

When the employee's regular working time agreed in the employment contract varies in the manner referred to in chapter 1, section 11 of the Employment Contracts Act, the employer may require the employee to perform additional work in addition to the working time entered in the work schedule only with the employee's specific consent for each such occasion. The consent may also be given for a short period at a time.

When agreeing to the stand-by duty referred to in section 4, the employee is deemed simultaneously to consent to the additional work and overtime required during the stand-by time.

The employer and employee may agree that the employee, without giving separate consent, will be required to perform work that is essential in order for other employees in the workplace to work throughout their regular working time or that in shift work is necessary to exchange information at shift changes (*preparation and completion work*). Preparation and completion work shall not exceed five hours per week.

When additional work or overtime are essential due to the nature of the work or for extremely compelling reasons, public servants and officeholders may not refuse such work.

Employees may be required to work on Sundays and public holidays (*Sunday work*) only when this has been agreed in the employment contract, or with the employee's consent. However, no consent is required if the nature of the work is such that it is regularly performed on these days.

Section 18

Maximum working time

The working time of an employee, including overtime, may not exceed an average of 48 hours per week over a period of four months. Provisions on the right of national associations of employers and employees to agree on the length of the adjustment period are laid down in section 34.

In addition to the provisions laid down in subsection 1, the working time of motor vehicle drivers referred to in section 2, subsection 2 may not exceed 60 hours per calendar week. Provisions on the right of national associations of employers and employees to agree on the length of the weekly maximum working time of motor vehicle drivers are laid down in section 34.

Section 19

Emergency work

An employer may require an employee to perform emergency work when an unforeseeable event interrupts or seriously threatens to interrupt regular operations or to put life, health, property or the environment at risk. Emergency work in addition to regular working time may only be required to the extent necessary and for a period of no more than two weeks. The provisions of sections 8, 17 and 24–27 may be derogated from in emergency work. However, upon the conclusion of the emergency work, the working time shall be adjusted to no more than the maximum working time laid down in section 18 and the employee shall be given a compensatory rest period in the manner laid down in section 25, subsection 4 and section 28, subsection 2.

An employer shall, without delay, notify the occupational safety and health authority in writing of the cause, scale and expected duration of the emergency work. The employer shall provide the shop steward representing the employees performing emergency work or, when no shop steward has been elected, the occupational safety and health delegate or the elected representative or other employee representative with an opportunity to attach an opinion with the notification. Having reviewed the matter, the occupational safety and health authority may either leave the matter as it stands notified or take action to limit or discontinue the emergency work.

Section 20

Remuneration payable for additional work, overtime and Sunday work

The remuneration paid for additional work shall be at least equal to the pay for agreed working time.

Pay plus 50% for the first two hours worked and pay plus 100% for each subsequent hour shall be payable for daily overtime. Pay plus 50% shall be payable for weekly overtime.

In the case of period-based work which has continued for an entire two-week or three-week period, the remuneration for the first 12 or 18 hours of overtime, respectively, shall be pay plus 50% and for hours of overtime in excess of these, pay plus 100%. When the period has been inter-

rupted due to the expiration of the employee's employment relationship or the inability of the employee to work due to holiday, illness or other acceptable reason, the number of hours by which the average working time in the interrupted period is longer than eight hours in the days spent working shall be calculated. For the first two average overtime hours in this number of hours, pay plus 50% shall be payable and for the subsequent hours, pay plus 100%.

When regular working time is based on a collective agreement on exceptional regular working time concluded pursuant to section 34, subsection 5 or on a derogation permit referred to in section 39, subsection 1, paragraph 1, the agreement or permit shall mention the criteria for calculating the premium payable for overtime.

Pay plus 100% shall be payable for Sunday work. When the work performed also constitutes overtime, the overtime remuneration determined in accordance with subsections 2 and 3 and calculated from the employee's pay without any increments shall also be paid thereon.

Section 21

Converting remuneration for additional work or overtime and Sunday work increments into leave

It may be agreed to convert pay due for additional work or overtime as well as the Sunday work increment either in part or in full into equivalent time off during the employee's regular working time. The duration of the time off corresponding to the overtime shall be calculated according to the provisions laid down in section 20 concerning remuneration of overtime.

Unless otherwise agreed, the time off shall be given within six months of the performance of the additional work, overtime or Sunday work. When the employer and the employee do not agree on the placement of the time off, the employer shall determine its placement unless the employee requests monetary remuneration. The employer and the employee may agree to transfer the time off into the working time account referred to in section 14 or to combine it with the carried-over holiday referred to in section 27 of the Annual Holidays Act (162/2005).

Section 22

Expiration of employment contract during ongoing adjustment period

When working time has been organised or agreed on an average basis or when flexible working hours or flexiwork have been agreed pursuant to this Act and the employment relationship expires before the working time has averaged at 40 hours per week, the number of average working hours per week in excess of 40 hours shall be calculated and remuneration equivalent to pay for regular working time shall be paid on these excess hours.

When the average working time per week is less than 40 hours or agreement-based shorter regular working time, the employer shall have the right to deduct the equivalent amount from the employee's pay.

Section 23

Calculation of the basic amount of remuneration for additional work and overtime

When the pay of an employee is determined according to a unit longer than an hour, the pay payable per hour shall be calculated by dividing the agreed pay by the number of regular working time hours. In the case of performance-based pay, the hourly pay shall be calculated by dividing the performance-based pay by the hours spent working.

Any fringe benefits included in pay shall be taken into account in pay for regular working time. Profit bonuses or equivalent payments, made no more than twice a year and independently of the employee's performance, shall not be included in income payable for regular working time.

By way of derogation from the provisions of subsection 1 above, it may be agreed that hourly pay is calculated by dividing the income paid for regular working time by an average divider derived from annual regular working time or by another divider which on average corresponds to the principles laid down in subsection 1.

Chapter 6

Rest periods

Section 24

Daily breaks

When the employee's daily consecutive working time exceeds six hours and the employee's presence at the workplace is not essential to the continuity of the work, the employee shall be given a regular break of at least one hour during the shift, during which break the employee is free to leave the workplace. This break may not be placed at the start or end of the workday. A collective agreement notwithstanding, the employer and the employee may agree on a shorter break of at least thirty minutes, however. When the daily working time exceeds 10 hours, after eight hours of work, the employee shall additionally have the right to take a break of no more than thirty minutes.

When working time in shift work or period-based work exceeds six hours, the employee shall be given a break of at least thirty minutes or the opportunity to have a meal during working time.

Motor vehicle drivers shall be given a break of at least thirty minutes, in one or two sequences, for each work period of 5 hours and 30 minutes.

Section 25

Daily rest period

During the 24 hours following the start of each shift, employees shall be given an uninterrupted rest period of at least 11 hours' duration except for work performed during stand-by time. In period-based work, the daily rest period for reasons relating to the organisation of the work may be reduced to nine hours. When working flexible working hours or flexiwork, the daily period on the employee's initiative may be reduced to seven hours.

The employer and the employees' shop steward or, when one has not been elected, the occupational safety and health representative or elected representative or other employee representative may agree on temporarily reducing the daily rest period, with the employee's consent, to seven hours when required by the practical organisation of the work.

When the organisation of the work or the nature of the operations requires, the rest period of employees may be reduced to five hours during no more than three consecutive daily rest periods at a time:

- 1) in the case of shift work as provided in section 6 when the employee is changing shifts;
- 2) when the work is performed in several periods over a single day;

- 3) when the employee's workplace and residence or the employee's other workplace are located far from each other;
- 4) in order to deal with an unforeseeable rush in seasonal work;
- 5) in the context of accidents or risk thereof;
- 6) in security and guard work that requires constant attendance to protect persons or property;
- 7) in work that is essential for the continuity of operations.

Rest periods in compensation of the daily rest period reduced to nine hours pursuant to subsection 1 and the reduced daily rest referred to in subsections 2 and 3 shall be given to the employee in connection with the following daily rest period or, when this is not possible for compelling reasons due to the organisation of the work, as soon as possible and within 14 days at the latest. The compensatory rest period shall be given as an uninterrupted period and it may not occur during stand-by time.

Section 26

Daily rest period of motor vehicle drivers

Motor vehicle drivers other than those referred to in section 2, subsection 2 shall, by way of derogation from the provisions laid down in section 25, be given an uninterrupted rest period of at least ten hours in each consecutive 24-hour period.

When the driver's transportation duties so require, the daily rest period referred to in subsection 1 may, on no more than two occasions, be reduced to no less than seven hours in seven consecutive 24-hour periods.

Section 27

Weekly rest period

Working time shall be organised in such a manner as to give the employee once in every seven days an uninterrupted rest period of at least 35 hours. Whenever possible, this rest period shall occur around a Sunday. However, the weekly rest period may be organised to average 35 hours over a period of 14 days. The rest period shall consist of at least 24 consecutive hours in each seven-day period.

In continuous shift work, the rest period may be organised to average 35 hours over a period of no more than 12 weeks. However, the rest period shall consist of at least 24 consecutive hours in each seven-day period. When required by the organisation of the work and with the employee's consent, the rest period may be organised in the manner referred to above.

When the employee's daily working time does not exceed three hours, the employee may be given a rest period of at least 24 consecutive hours instead of 35 hours once in every seven days.

Section 28

Derogations from weekly rest periods

The provisions of section 27 may be derogated from when the employer, in order to maintain the continuity of its operations, requires the employee temporarily to work during the employee's rest period or when reasons relating to the technical nature or the organisation of the work do not allow some employees to be fully relieved of work.

The employee shall be compensated for time spent working during the weekly rest period as soon as possible and no later than within three months of the performance of the work by reducing the employee's regular working time by an amount of time equivalent to the forfeited rest period. Such work may also be compensated for, with the employee's consent, by paying, in addition to possible remuneration for overtime and Sunday work increments, a separate monetary increment determined according to the basic amount of overtime remuneration referred to in section 23.

Chapter 7

Working time records

Section 29

Working time adjustment scheme

When working time has been organised on the basis of an average and flexible working hours or flexiwork are not in use, the employer shall prepare in advance a scheme for adjusting working time. The scheme shall indicate at least the regular working time in each week. The adjustment scheme shall be prepared so that it covers the period during which regular working time shall adjust to the average provided or agreed.

When preparing or intending to change the working time adjustment scheme, the employer shall provide the shop steward or, when one has not been elected, the elected representative or other employee representative with an opportunity to voice their opinion. Adequate time shall be provided to review the draft scheme.

Any changes in the working time adjustment scheme shall be notified to employees well in advance.

Section 30

Work schedule

A work schedule indicating the start and end time of employees' regular working time and the times of the breaks referred to in section 24 shall be prepared for each workplace. The work schedule shall be prepared for the same time period as the working time adjustment scheme unless this is extremely difficult due to the length of the adjustment period or the irregularity of the work performed. The work schedule shall be prepared for as long a period as possible, however for not less than one week. In preparing the work schedule, the employer shall provide employees or the employee representative referred to in section 29 with an opportunity to voice an opinion when a request is made to this effect. The employer shall retain the work schedules at least until the end of the claim period provided in section 40 unless the information appears in the working hours register.

Employees shall be informed in writing of the work schedule well in advance and no less than one week prior to the start of the period covered by the work schedule. Thereafter the work schedule may only be changed with the employee's consent or for a compelling reason relating to the organisation of the work.

In work where the placement of regular working hours does not vary or in which flexible working hours or flexiwork are in use, the work schedule may be issued for an indefinite period, however. The agreement on flexible working hours or flexiwork shall replace the work schedule when it indicates the principles applicable to the placement of working hours.

When an employer wishes to assign hours in excess of the minimum working time agreed in the employment contract to an employee who works varying hours, the employee shall be provided with a deadline by which to state the extent and terms on which the employee agrees to work such hours. The deadline shall fall no earlier than one week prior to the preparation of the work schedule.

Section 31

Motor vehicle driver's personal logbook

Employers shall issue to motor vehicle drivers employed by them personal logbooks for the purpose of monitoring their daily working hours. The driver shall keep the logbook indicating the start and end times of working hours, rest periods and breaks. The entry for each period shall be made in the logbook as soon as the period ends and before the next period starts. A tachograph may be used instead of a logbook.

When driving, motor vehicle drivers shall keep with them the logbook for the current week and the logbook for the final day of driving for the previous week. Employers shall keep logbooks for a period of one year.

Section 32

Working time register

Employers shall record the hours worked and the remuneration paid thereon for each employee. The register shall contain entries on the regular, additional, overtime, emergency and Sunday work hours and the remuneration paid, or on all hours worked and the overtime, emergency and Sunday work hours separately and the increments paid. When an agreement as referred to in section 38 has been concluded with the employee, the estimated number of additional, overtime and Sunday work hours per month shall be recorded in the working time register. The employer shall keep the working time register until the end of the claim period provided in sections 40 and 41.

In flexiwork the employee shall provide the employer with a list of hours worked during regular working time for each pay period such that the list indicates the weekly working time and weekly rest period. By way of derogation from subsection 1, the employer shall be obliged to record in the working time register only this information provided by the employee.

When the employer and the employee have agreed on the working time account referred to in section 14, the employer shall keep a record of the items saved by the employee in the working time account and of taking the items transferred into the working time account in the form of time off.

At their request, employees shall be entitled to obtain a written report of entries concerning them in the work schedules and working time register. At their request, the employer shall provide the occupational safety and health authority and a shop steward, elected representative or other employee representative representing an employee with a copy of the working time register, the agreements concluded pursuant to sections 11, 13 and 36, the working time adjustment scheme referred to in section 29 and the work schedule referred to in section 30.

Chapter 8

Mandatory nature of provisions

Section 33

Mandatory nature of provisions

Any agreement restricting the benefits provided to employees in this Act shall be null and void unless otherwise provided in this Act.

Section 34

Derogation by collective agreement

An employer or a national association of employers and a national association of employees may agree by collective agreement on working time by way of derogation from the provisions laid down in section 5, section 6, subsection 1, and sections 7 and 9. Regular working time based on a collective agreement may average no more than 40 hours per week over a period of no more than 52 weeks. By the collective agreement referred to above, it may moreover be agreed that in flexiwork referred to in section 13, regular working time may average no more than 40 hours per week over a period of no more than 26 weeks.

National associations of employers and employees may, by a collective agreement (*national collective agreement*), agree otherwise than provided in this Act:

- 1) in section 4 concerning stand-by;
- 2) in section 8 concerning the duties in which night work may be required, the night worker's maximum working time over a period of 24 hours, the adjustment of night working hours and their placement, however, such that night work comprises a period of at least seven hours including the hours between 24:00 and 05:00;
- 2 a) in section 8a concerning the right of the night worker to transport to work;(1405/2019)
- 3) in section 12, subsection 2 concerning the limits, maximum accumulation and length of reference period of flexible working hours;
- 4) in section 15, subsection 2 concerning the duration of the fixed-term agreement concerning reduced working time;
- 5) in section 17 concerning the consent for Sunday work;
- 6) in section 18 concerning extending the adjustment period for maximum working time to six months; for technical or work organisation reasons, the adjustment period may be extended to no more than 12 months;
- 7) in section 20 concerning the remuneration payable for additional work, overtime and Sunday work;
- 8) in section 21 concerning giving the remuneration for additional work, overtime and Sunday work in the form of time off;
- 9) in section 22 concerning the expiration of an employment contract during an ongoing adjustment period;
- 10) in section 23 concerning the calculation of the basic amount of remuneration for additional work and overtime;
- 11) in section 24 concerning daily breaks;
- 12) in section 25 concerning daily rest, however, not the compensatory rest period referred to in subsection 4;
- 13) in section 26 concerning the daily rest period of motor vehicle drivers;
- 14) in section 27 concerning the weekly rest period;
- 15) in section 28, subsection 1 concerning derogation from the weekly rest period;
- 16) in section 29 concerning the working time adjustment scheme;
- 17) in section 30 concerning the work schedule.

In respect of the work of motor vehicle drivers referred to in section 2, subsection 2, by way of derogation from subsection 2, paragraphs 2 and 6 above, for technical or work organisation reasons the following may be agreed by collective agreement:

- 1) the daily maximum working time and adjustment of night working time provided in section 8;
- 2) extending the adjustment period provided in section 18, subsection 1 to six months;
- 3) exceeding the weekly maximum working time of 60 hours provided in section 18, subsection 2.

Working time equivalent to the flexitime referred to in section 13 and an arrangement equivalent to the working time account referred to in section 14 or another equivalent arrangement that may be taken into use instead of the working time account referred to in this Act may also be agreed by national collective agreement. However, the use of the flexiwork and working time account referred to in the Act may not be prohibited by collective agreement.

The daily working time limitations provided in section 5 and the provision on the daily rest period laid down in section 25 notwithstanding, exceptional regular working time in work that is only performed from time to time during the daily working time in which the employee is required to be prepared to work may be agreed by national collective agreement. In such a case, a compensatory rest period equivalent to section 25 shall be secured for the employee immediately following the end of the shift.

Exceeding the maximum working time provided in section 18 in respect of doctors who are on call at hospitals or veterinary hospitals may additionally be agreed by national collective agreement when the maximum working time under the said section is exceeded due to on-call duty that constitutes working time taking place at the workplace. The use of working time in excess of the maximum working time shall be agreed between the employer and the employee when the requirements laid down in the collective agreement are met and within the limits determined in the agreement.

The provisions of the collective agreement referred to above in subsections 1–5 may be applied by the employer also in the employment of employees who are not bound by the collective agreement but in the employment of whom the employer, under the Collective Agreements Act (436/1946), shall comply with the provisions of the collective agreement. The provisions may continue to be complied with after the expiration of the collective agreement until the entry into force

of a new collective agreement in employment where the provisions could be applied if the collective agreement remained in force. When a new collective agreement is not concluded within six months of the expiration of the previous collective agreement, both parties shall have the right to announce that the application of the provisions of the collective agreement concerning regular working time shall cease at the end of the currently ongoing adjustment period. Such announcement shall be made no less than two weeks prior to the end of the currently ongoing adjustment period.

The provisions laid down in this section on employers and national employers' associations shall also apply to the relevant State negotiating authority and other contractual authority, municipalities, joint municipal authorities, KT Local Government Employers, parishes, unions of congregations and other parish unions, the Commission for Church Employers, the Orthodox Church, and the Government of Åland and the Commission for Local Authority Employers of the Province of Åland. The collective agreement for employees or public servants referred to in this section may be concluded by the parties referred to section 46, subsection 1 of the Act on Parliamentary Public Officials (1197/2003) in the case of Parliament, the parties referred in section 42, subsection 1 of the Act on Public Officials of the Bank of Finland (1166/1998) in the case of the Bank of Finland, and the parties referred to in section 11, subsection 2 of the Act on the Social Insurance Institution of Finland (731/2001) in the case of the Social Insurance Institution of Finland.

Section 35

Provisions by way of derogation from law in generally applicable collective agreements

Employers which are required to comply with a generally applicable collective agreement as referred to in chapter 2, section 7 of the Employment Contracts Act may, within its scope of application, also comply with the provisions of collective agreements concluded pursuant to section 34 of this Act, however not the provisions agreed pursuant to section 34, subsection 2 that require local bargaining. The provisions may continue to be complied with after the expiration of the collective agreement until the entry into force of a new collective agreement in employment where the provisions could be applied if the collective agreement remained in force.

Section 36

Local agreement on regular working time based on generally applicable collective agreement

When the possibility locally to derogate from the provisions of section 5, section 6, subsection 1, or sections 7 or 9 or to extend the adjustment period for average regular working time has been agreed by generally applicable collective agreement, a local agreement may be concluded within the limits permitted by the qualifying provision in the collective agreement and in compliance with the procedural rules laid down in the collective agreement with the exception of the provisions of the collective agreement concerning negotiation procedure.

A local agreement may be concluded by the parties determined in the collective agreement. Where the collective agreement specifies the shop steward as a party to the local agreement but no shop steward has been elected, the agreement may be concluded on behalf of the employees by the elected representative referred to in chapter 13, section 3 of the Employment Contracts Act or by another representative authorised by the employees or, when no such person exists, by the employees or a group of employees collectively.

When the employees have not elected the shop steward or other representative referred to in subsection 2, the employer shall provide them with an opportunity to elect a representative from among themselves prior to the start of the negotiations.

Section 37

Conclusion and termination of local agreement

The agreement on regular working time referred to above in section 36 shall be concluded in writing unless the parties consider this unnecessary or unless otherwise provided in the collective agreement. An agreement intended to remain in effect for more than two weeks shall, however, always be concluded in writing.

An agreement on regular working time concluded by a representative elected by the employees shall be communicated to the employees no later than one week prior to the start of its application. The agreement shall be binding on all employees whom the employee representative concluding the agreement shall be deemed to represent. However, employees shall be entitled to follow their previous working time regime by giving notification to this effect to the employer no later than two days prior to the application of the agreement.

Unless otherwise provided in the collective agreement or agreed in the local agreement, an agreement concluded for an indefinite term may be terminated to expire on two weeks' notice. An agreement on regular working time concluded for an indefinite term may be terminated to expire at the end of the working time adjustment period. A fixed-term agreement of more than one year's duration may be terminated after four months from its conclusion in the same manner as an agreement concluded for an indefinite term.

Section 38

Payment of separate remunerations

The employer and the employee may agree on the payment of the remuneration for additional work and overtime and the Sunday work increments referred to in section 20 as a separate monthly remuneration in respect of employees:

- 1) whose primary duty is to manage and supervise the work of other employees; or
- 2) who have concluded an agreement on flexiwork as provided in section 13.

The agreement on monthly remuneration shall be concluded in writing. Unless otherwise agreed, the agreement may be terminated to expire at the end of the following pay period. When the agreement relates to flexiwork observed in the employment, the validity of an agreement on separate remuneration shall expire no later than at the expiration of the agreement on flexiwork.

The employer and the employee may agree that the remuneration on preparation and completion work performed outside regular working time shall be paid separately for each pay period. The amount of the remuneration shall correspond to the remuneration for overtime determined in accordance with section 20.

Chapter 9

Miscellaneous provisions

Section 39

Derogation permit

On the conditions determined by it, a regional state administrative agency may grant a permit:

- 1) to derogate from the provisions of section 5 concerning regular working time and section 25 concerning the daily rest period in work that is performed only from time to time during the daily working time in which the employees are required to be prepared to work, in such a manner as to secure for the employee the compensatory rest periods under section 25 immediately after the end of the shift;
- 2) to apply period-based working time also in duties other than those referred to in section 7 when this is essential to the organisation of the working time;
- 3) to work nights in work which due to the nature of the operations must be performed at night and which cannot be performed without difficulty solely during the day;
- 4) to derogate from the obligation to prepare a work schedule laid down in section 30 when its preparation is extremely difficult due to the irregular nature of the work.

When the regional state administrative agency has granted the permit referred to in subsection 1 to an employer for a fixed term and there has been no material change in the circumstances since the grant of the permit, the employer and the employee representative referred to in section 36, subsection 3 may agree to extend the permit or exemption granted by the regional state administrative agency.

Section 40

Claim period

The right to any remuneration referred to in this Act shall lapse if a claim in the case of a continuing employment relationship is not filed within two years of the end of the calendar year in which the right to the remuneration arose.

When leave given in lieu of monetary compensation has been agreed to be combined with carried-over holiday, the claim in the case of a continuing employment relationship shall, by way of derogation from that provided in subsection 1, shall be filed within two years of the end of the calendar year in which the leave should have been given or otherwise the right to the remuneration shall lapse.

A claim concerning time off saved in a working time account shall, in the case of a continuing employment relationship, be filed within two years of the end of the calendar year in which the leave saved in the account should have been given under law or agreement. The claim period shall be

determined in accordance with this provision even if the agreement on the working time account does not meet the requirements laid down in section 14.

After the end of employment, a claim concerning a receivable referred to in subsection 1 shall be filed within two years of the end of the employment or otherwise the receivable shall lapse.

Section 41

Claim period applicable to working time claims of State civil servants

By way of derogation from the provisions laid down in section 40, the claim period applicable to claims filed on the basis of this Act and the working time regulations in the collective agreement for public servants by public servants within the scope of application of the State Civil Servants Act (750/1994) shall be determined in accordance with the State Civil Servants Act.

Section 42

Start of the day and week

Unless otherwise agreed, the day starts at 24:00 and the week starts on Monday.

Section 43

Availability for inspection

The employer shall keep this Act, any provisions, regulations and derogation permits issued pursuant thereto, any agreements concluded pursuant to this Act and generally applicable in the workplace, as well as the working time adjustment scheme and the work schedule in use available for inspection by employees.

Section 44

Working time violation

An employer or its representative that intentionally or through negligence breaches the provisions on maximum working time laid down in section 18, on minimum rest periods laid down in sections 25–27 or on the obligation to prepare the work schedule laid down in section 30 shall be sentenced to a fine *for working time violation*.

Motor vehicle drivers who intentionally or through negligence fail to make the entries provided in section 31 in the logbook or fail to keep the logbook with them while driving shall also be sentenced for working time violation.

The provisions on allocation of liability between the employer and its representatives are laid down in chapter 47, section 7 of the Criminal Code of Finland (39/1889).

Section 45

References to certain penal provisions

The punishment for failure to keep or impropriety in keeping the working time register referred to in section 32, subsections 1 and 2, and for working hours violation committed despite an exhortation, order or prohibition issued by the occupational safety and health authority is laid down in chapter 47, section 2 of the Criminal Code of Finland.

The punishment for breach of the Driving Time and Rest Periods Regulation is laid down in section 267 of the Act on Transport Services (320/2017).

Section 46

Opinion of Labour Council

The Labour Council shall issue opinions on the application and interpretation of this Act in the manner laid down in the Act on the Labour Council and Derogation Permits Concerning Labour Protection (400/2004).

Section 47

Supervision

The local agreements concluded pursuant to sections 11, 13, 14 and 36 and compliance with this Act shall be supervised by the occupational safety and health authority.

Chapter 10

Entry into force

Section 48**Entry into force**

This Act enters into force on 1 January 2020.

This Act repeals the Working Hours Act (605/1996).

Any reference made to the Working Hours Act in force at the time of this Act's entry into force shall be construed as a reference to this Act.

Section 49**Transitional provisions**

An employer may require an employee to work overtime up to the maximum amount provided in section 19 of the Working Hours Act in force at the time of this Act's entry into force instead of the amount provided in section 18 of this Act for a period of one year from this Act's entry into force.

In employment where the employer is required to or may comply with either the provisions of the Collective Agreements Act or a generally applicable collective agreement as provided in chapter 2, section 7 of the Employment Contracts Act, the employer may apply any provisions of these differing from the provisions of this Act until the expiration of the validity of the collective agreement unless the collective agreement is amended before this.

Section 38 of this Act shall apply only to employment contracts concluded after this Act's entry into force.

Any derogation permits granted for an indefinite period on the basis of section 14, subsections 1 and 3, section 26, subsection 1, paragraph 14, section 27, subsection 1 or section 36 of the Working Hours Act in force at the time of this Act's entry into force shall lapse after 12 months of this Act's entry into force. Derogation permits granted for a fixed term shall lapse at the end of the fixed term.

The right to receivables arising prior to this Act's entry into force shall lapse in the manner laid down in section 38 of the Working Hours Act in force at the time of this Act's entry into force.