

These Acts enters into force on 1 April 2020 and remains in force until the end of December 2020, (see Acts 498-500/2020)

## **Employment Contracts Act (55/2001)**

### **Chapter 1. General provisions**

#### **Section 4 (167/2020) Trial period**

The employer and the employee may agree on a trial period of a maximum of six months starting from the beginning of the work. If, during the trial period, the employee has been absent due to incapacity for work or family leave, the employer is entitled to extend the trial period by one month for every 30 calendar days included in the periods of incapacity for work or family leave. The employer shall notify the employee of the trial period extension before the end of the trial period.

In a fixed-term employment relationship, the trial period together with any extensions to it may comprise no more than half of the duration of the employment contract, and in any event may not exceed six months. If a person is hired by the user enterprise referred to in chapter 1, section 7, subsection 3 after the temporary agency work ends to perform the same or similar duties, the time, which the employee was assigned for use by the user enterprise, will be deducted from the maximum trial period, in accordance with subsection 1 of this section.

If a collective agreement applicable to the employer contains a provision on a trial period, the employer must inform the employee of the application of this provision at the time the contract is concluded.

During the trial period, the employment contract may be cancelled by either party. The employment contract may not, however, be cancelled on discriminatory or otherwise inappropriate grounds with regard to the purpose of the trial period. The employer may not cancel an employment contract when it has neglected the obligation to inform laid down in subsection 3 of this section.

*The employment contract of a person employed by some other employer than the State, a municipality, a joint municipal authority, the Social Insurance Institution of Finland, the Government of Åland, the Evangelical Lutheran Church of Finland or the Orthodox Church of Finland may be cancelled during the trial period also on financial or production-related grounds referred to in chapter 7, section 3.*

### **Chapter 5. Lay-offs**

#### **Section 2 (167/2020) Grounds for lay-offs**

The employer is entitled to lay off an employee if

- 1) the employer has a financial or production-related reason for terminating the employment contract referred to chapter 7, section 3, or
- 2) the work or the employer's potential for offering work have diminished temporarily and the employer cannot reasonably provide the employee with other suitable work or training corresponding to its needs; the work or the potential for offering work are considered to have diminished temporarily if they can be estimated to last a maximum of 90 days.

Notwithstanding what is provided in subsection 1 and in section 4 of this chapter, the employer and the employee may, during the employment relationship, agree on a lay-off for a fixed period if this is needed in view of the employer's operations or financial standing.

*The provisions of subsections 1 and 2 also apply to fixed-term employment contracts. However, the employer is entitled to lay off an employee in a fixed-term employment relationship with the State, a municipality, a joint municipal authority, the Social Insurance Institution of Finland, the Government of Åland, the Evangelical Lutheran Church of Finland or the Orthodox Church of Finland only if the employee is working as a substitute for a permanent employee and if the employer would be entitled to lay off the permanent employee if he or she was working.*

The employer is not entitled to lay off a shop steward elected on the basis of a collective agreement or an elected representative referred to in chapter 13, section 3, except on the grounds laid down in chapter 7, section 10, subsection 2.

#### Section 4 (167/2020) Lay-off notice

*The employer shall notify employees of a lay-off in person a minimum of five days before the lay-off begins. However, if the employer is the State, a municipality, a joint municipal authority, the Social Insurance Institution of Finland, the Government of Åland, the Evangelical Lutheran Church of Finland or the Orthodox Church of Finland, employees shall be notified of a lay-off a minimum of 14 days before the lay-off begins. If the notice cannot be given in person, it can be given by letter or electronically with the same minimum notice period. The notice shall include the grounds for lay-off, the date of commencement and the duration or estimated duration of the lay-off.*

The obligation to give such notice does not exist if, on account of some other absence from work, the employer is not subject to an obligation to pay the employee remuneration for the entire lay-off period.

The representative of employees to be laid off shall be informed of the notice.

### **Chapter 6. General provisions on the termination of an employment contract**

#### Section 6 (167/2020) Re-employment of an employee

*If an employee is given notice on the basis of chapter 7, sections 3 or 7, and the employer needs new employees within nine months of termination of the employment relationship for the same or similar work that the employee given notice had been doing, the employer shall offer work to this former employee if the employee continues to seek work via an Employment and Economic Development Office. If the employer is the State, a municipality, a joint municipal authority, the Social Insurance Institution of Finland, the Government of Åland, the Evangelical Lutheran Church of Finland or the Orthodox Church of Finland, the re-employment period is four months or, if the employment relationship has lasted without interruption for at least 12 years prior to its termination, six months.*

In derogation from chapter 1, section 10, subsection 2 above, this obligation also applies correspondingly to the assignee referred to in chapter 1, section 10, where the assignor has given notice to terminate an employee's employment contract with the termination to occur before the assignment.

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(167/2020)

*This Act enters into force on 1 April 2020. This Act remains in force until the end of June 2020.*

*However, the provisions of chapter 5, section 2 of this Act may be applied to a lay-off that continues even after the Act has ceased to be in force, if the lay-off has begun when this Act was in force.*

*An employer other than the State, a municipality, a joint municipal authority, the Social Insurance Institution of Finland, the Government of Åland, the Evangelical Lutheran Church of Finland or the Orthodox Church of Finland, which has notified an employee of a lay-off before the entry into force of this Act, may, while this Act is in force, lay off the employee once a minimum of five days have passed since the notification. However, the employer shall notify the employee of the shortened lay-off notice period at the latest on the day preceding the day on which the lay-off begins. An employer who has notified an employee of a lay-off before this Act ceased to be in force may lay off the employee once a minimum of five days have passed since the notification.*

*The re-employment period specified in chapter 6, section 6 of this Act is applied in cases where the employment contract has been terminated while this Act was in force.*

## **Seafarers' Employment Contracts Act (756/2011)**

### **Chapter 1. General provisions**

#### **Section 5 (168/2020) Trial period**

The employer and the employee may agree on a trial period of a maximum of six months starting from the beginning of the work. If, during the trial period, the employee has been absent due to incapacity for work or family leave, the employer is entitled to extend the trial period by one month for every 30 calendar days included in the periods of incapacity for work or family leave. The employer shall notify the employee of the trial period extension before the end of the trial period.

In a fixed-term employment relationship, the trial period together with any extensions to it may comprise no more than half of the duration of the employment contract, and in any event may not exceed six months. If a person is hired by the user enterprise referred to in chapter 8, section 3 after the temporary agency work ends to perform the same or similar duties, the time, which the employee was assigned for use by the user enterprise, will be deducted from the maximum trial period, in accordance with subsection 1 of this section.

If a collective agreement applicable to the employer contains a provision on a trial period, the employer must inform the employee of the application of this provision at the time the contract is concluded.

During the trial period, the employment contract may be cancelled by either party. The employment contract may not, however, be cancelled on discriminatory or otherwise inappropriate grounds with regard to the purpose of the trial period. The employer may not cancel an employment contract when it has neglected the obligation to inform laid down in subsection 3 of this section.

*The employment contract of a person employed by some other employer than the State, the Government of Åland, a municipality or a joint municipal authority may be cancelled during the trial period also on financial or production-related grounds referred to in chapter 8, section 3.*

### **Chapter 6. Lay-offs**

#### **Section 2 (168/2020) Grounds for lay-offs**

The employer is entitled to lay off an employee if

- 1) the employer has a financial or production-related reason for terminating the employment contract referred to chapter 8, section 3, or
- 2) the work or the employer's potential for offering work have diminished temporarily and the employer cannot reasonably provide the employee with other suitable work or training corresponding to its needs; the work or the potential for offering work are considered to have diminished temporarily if they can be estimated to last a maximum of 90 days.

Notwithstanding what is provided in subsection 1 and in section 4 of this chapter, the employer and the employee may, during the employment relationship, agree on a lay-off for a fixed period if this is needed in view of the employer's operations or financial standing.

*The provisions of subsections 1 and 2 also apply to fixed-term employment contracts. However, the employer is entitled to lay off an employee in a fixed-term employment relationship with the State, the Government of Åland, a municipality or a joint municipal authority only if the employee is working as a substitute for a permanent employee and if the employer would be entitled to lay off the permanent employee if he or she was working.*

The employer is not entitled to lay off a shop steward elected on the basis of a collective agreement, except on the grounds laid down in chapter 8, section 9, subsection 2.

#### Section 4 (168/2020) Lay-off notice

*The employer shall notify employees of a lay-off in person a minimum of five days before the lay-off begins. However, if the employer is the State, the Government of Åland, a municipality or a joint municipal authority, employees shall be notified of a lay-off a minimum of 14 days before the lay-off begins. If the notice cannot be given in person, it can be given by letter or electronically with the same minimum notice period. The notice shall include the grounds for lay-off, the date of commencement and the duration or estimated duration of the lay-off.*

The obligation to give such notice does not exist if, on account of some other absence from work, the employer is not subject to an obligation to pay the employee remuneration for the entire lay-off period.

The representative of employees to be laid off shall be informed of the notice.

### **Chapter 7. General provisions on the termination of an employment contract**

#### Section 9 (168/2020) Re-employment of an employee

*If an employee is given notice on the basis of chapter 8, sections 3 or 6, and the employer needs new employees within nine months of termination of the employment relationship for the same or similar work that the employee given notice had been doing, the employer shall offer work to this former employee if the employee continues to seek work via an Employment and Economic Development Office. If the employer is the State, the Government of Åland, a municipality or a joint municipal authority, the re-employment period is four months or, if the employment relationship has lasted without interruption for at least 12 years prior to its termination, six months.*

In derogation from chapter 1, section 10, subsection 2 above, this obligation also applies correspondingly to the assignee referred to in chapter 1, section 10, where the assignor has given notice to terminate an employee's employment contract with the termination to occur before the assignment.

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(168/2020)

*This Act enters into force on 1 April 2020. This Act remains in force until the end of June 2020.*

*However, the provisions of chapter 5, section 2 of this Act may be applied to a lay-off that continues even after the Act has ceased to be in force, if the lay-off has begun when this Act was in force.*

*An employer other than the State, the Government of Åland, a municipality or a joint municipal authority, which has notified an employee of a lay-off before the entry into force of this Act, may, while this Act is in force, lay off the employee once a minimum of five days have passed since the notification. However, the employer shall notify the employee of the shortened lay-off notice period at the latest on the day preceding the day on which the lay-off begins. An employer who has notified an employee of a lay-off before this Act ceased to be in force may lay off the employee once a minimum of five days have passed since the notification.*

*The re-employment period specified in chapter 6, section 6 of this Act is applied in cases where the employment contract has been terminated while this Act was in force.*

## **Act on Co-operation within Undertakings (334/2007)**

### **Section 51 (169/2020) Fulfilment of the duty to negotiate**

When an employer is considering serving notice of *termination or reducing* an employment contract into a part-time contract and these measures concern fewer than ten employees, the employer is deemed to have fulfilled its duty to negotiate referred to in this chapter once 14 days have passed since the commencement of the negotiations conducted in the manner specified in this chapter, unless otherwise agreed in the cooperation negotiations.

When an employer is considering serving notice of *termination or reducing* an employment contract into a part-time contract and these measures concern at least ten employees, the employer is deemed to have fulfilled its duty to negotiate referred to in this chapter once six weeks have passed since the commencement of the negotiations, unless otherwise agreed in the cooperation negotiations. However, the negotiation period is 14 days in an undertaking normally employing at least 20 but fewer than 30 employees in an employment relationship.

*When an employer is considering laying off employees, the employer is deemed to have fulfilled its duty to negotiate referred to in this chapter once five days have passed since the commencement of the negotiations conducted in the manner specified in this chapter, unless otherwise agreed in the cooperation negotiations.*

*However, in respect of the Social Insurance Institution of Finland, the negotiation period is 14 days, if the lay-offs concern fewer than ten employees or if the lay-offs for a maximum of 90 days concern at least ten employees. In other cases, the negotiation period is six weeks.*

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(169/2020)

*This Act enters into force on 1 April 2020. This Act remains in force until the end of June 2020.*

*If cooperation negotiations concerning a lay-off of an employee are in progress upon the entry into force of this Act, the employer is deemed to have fulfilled its duty to negotiate once five days have passed since the commencement of the negotiations, unless otherwise agreed in the cooperation negotiations.*

*If the cooperation negotiations have commenced while this Act was in force but the negotiations continue after the Act has ceased to be in force, the employer is deemed to have fulfilled its duty to negotiate once five days have passed since the commencement of the negotiations, unless otherwise agreed in the cooperation negotiations.*