

# CGI's company- level collective agreement

**CGI**



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# 1 Premise of the collective agreement

## 1. Background and purpose

CGI negotiated its first company-level collective agreement for 2021–2023. This is the second company-level collective agreement that will be valid from 1 October 2023 until further notice. The collective agreement was negotiated together with the personnel's representatives and it was customised for CGI by taking into account the needs of the company and members as well as the Member Value Proposition.

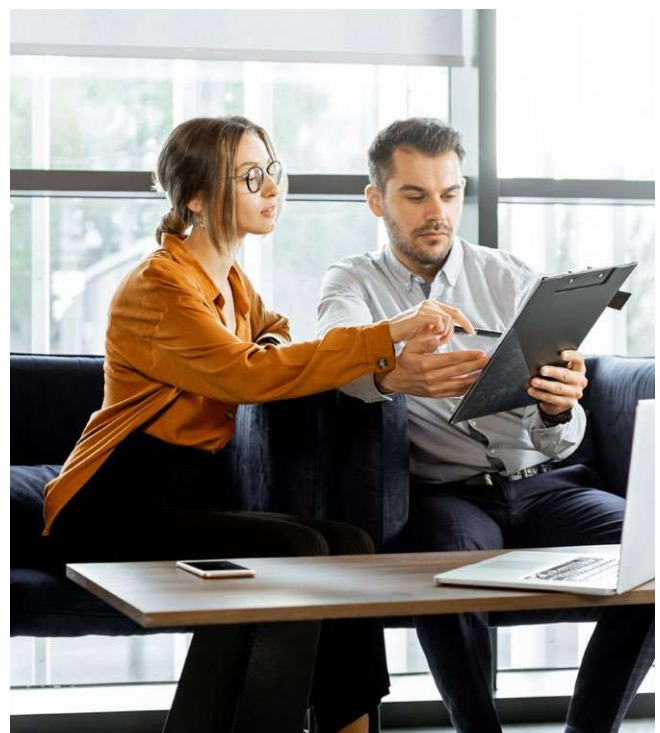
Our Member Value Proposition is based on four main pillars: our ownership culture, caring for members and their loved ones, emphasising individuality and flexibility and enabling development

CGI's culture is based on ownership. CGI's employees are called members because all employees of the company have the opportunity to own CGI's shares through ownership plans.

As owners, members can benefit from CGI's financial success and build a company that meets their aspirations. CGI's operations are guided by Management Foundation, a unique management system, and strong values. The dream is to work together to build a company that members can be proud of.

The purpose of the collective agreement is to create well-being and satisfaction for the members and to create value for the communities in which we live and work. In particular, the collective agreement aims to promote flexibility of work, motivating remuneration, opportunities for career development, equal opportunities and equality in working life.

The collective agreement describes the members' terms of employment and benefits that are not covered by labour law or that have been negotiated between the collective bargaining parties in derogation of the law. The employer shall undertake to comply with the collective agreement as the minimum terms of employment, and local bargaining with shop stewards is required in order to deviate from the collective agreement.





## 2. Parties to the agreement

On the employer's side, the parties to the agreement are CGI Suomi Oy, Finanssi-Kontio Oy, LTC-Otso Oy, eFennia Oy, Finance CGI Suomi Oy, AktiaDuetto Ab and Affecto Oy. Hereinafter, the employer shall be re-ferred to as "CGI".

From the employees' side, the parties to the agreement are the Federation of Professional and Managerial Staff YTN and Association of IT Sector Employees (Tietoala).

The representatives of all parties have signed this collective agreement with a separate signing protocol, which is available on CGI's intranet.

## 3. Scope of Application

The collective agreement shall apply to individuals employed by CGI (hereinafter referred to as a "mem-ber"), excluding individuals who are in leadership positions with a separate executive employment contract.

## 4. Validity

This agreement shall enter into force on 1 October 2023 and remain in effect until further notice for one year at a time. The collective agreement can be terminated by either party to expire on 30 September with one (1) month's notice. The salary settlement is negotiated annually by 31 August.

## 5. Appendices and references

The Appendices to the collective agreement shall be complied with as part of this agreement.

General references included in the collective agreement and its Appendices, such as general references to the labour law, personnel guidelines, policies and plans, the rules of ownership plans (SPP, PPP) and the tax authorities' guidelines, shall not form a part of the collective agreement and they shall not have the legal effects of a collective agreement.

# 2 Base salary

## 1. Remuneration system

CGI applies its own remuneration system, which is based on a model developed by Willis Towers Watson, an external consulting firm having global operations.

The company's remuneration system aims to promote fair pay, provide members with visibility to salary development, motivate good work performance and ensure competitiveness. The remuneration system supports business strategy and is an integral part of management.

The objective is pursued by means of a salary, which is based on:

- ✓ tasks and their complexity;
- ✓ personal qualifications, work performance and skills;
- ✓ personal profitability (in applicable roles) and
- ✓ the market value of the task and skills, taking into account the member's geographical location.

## 2. Job categories

Job category	Description
<b>Specialists</b>	
<b>AEM</b> Data Science and Business Intelligence	Member analyses data by using a variety of advanced mathematical, statistical or machine learning models.  E.g. Data Engineer, Data Analyst, Data Scientist, Data Management Specialist, Machine Learning Engineer, Data Strategist, BI Developer, Database Specialist.
<b>AID</b> IT Development	Member designs, develops or tests IT software or software packages.  E.g. Developer, Designer (UX/Visual), Cloud Service Engineer, Cloud Architect, Tester, Test Engineer, Test Manager, Application Architect.
<b>TCB</b> Business Consulting	Member provides the customer with strategic consulting services to improve the performance of an organisation, such as planning and implementation of change processes.  E.g. Business Consultant, Lead Business Consultant, Enterprise Architect, Solution Architect.

Job category	Description
<b>TCT</b> Technology / Systems Consulting	Member provides the customer with technology and system consulting, such as ERP systems, networks or cybersecurity.  E.g. System Specialist, Software Specialist, Network Specialist, Technical Specialist, Technical Lead, Technical Architect, Security Analyst, Security Advisor.

<b>TMP</b> External Project / Program Management	Member designs, monitors and manages external customer projects and services.  E.g. Project Manager, Program Manager, Project Control Officer.
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### Client Relationship Management / Management

<b>CDM</b> Client Service Delivery Management	Member manages continuous contractual relationships and the operational delivery of services to a client and acts as the client's primary contact person.  E.g. Service Manager, Service Delivery Manager, Service Director.
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Job category	Description
<b>Technical support</b>	
<b>AMT</b> Technical Customer Support	Member provides technical support services to customers, such as advice on the operation of systems or monitoring of their operation.  E.g. Service Desk Specialist, Service Desk Technical Advisor, Service Desk Incident Coordinator.

### Business support

<b>AAS</b> Corporate Services and Operations Support, Administrative Services	Member provides business support services, such as financial management services, marketing and communications, legal services, HR administration, operational services..
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## 3. Job grades

1

### Entry

Basic knowledge of theories, principles and practices, typically a university degree or corresponding work experience.

2

### Intermediate

Duties are professional tasks typical for this group. Competence that is needed in order to independently carry out work in one's own area of expertise.

3

### Career

Duties are more demanding or diverse than at the lower level. Competence requires knowledge and skills in several competence areas or in-depth knowledge and comprehensive application of skills and knowledge. The job requires the creation of independent solutions / models in varying situations requiring judgment.

4

### Specialist

Duties are more demanding or diverse than at the lower level. A recognised expert in their field.

5

### Management

The job includes financial, operational and management responsibilities. No executive employment contract.

## 4. Minimum pay

Minimum salaries by job category and job grade (including sub-grades) are confirmed annually as part of the salary settlement and observed as part of this collective agreement. The salary settlement document, which is agreed and signed annually, is available on the intranet.

## 5. Trainees

Traineeship refers to the work of students, recent graduates or other members who accumulate their professional skills at CGI. The traineeship period, which may consist of several periods, shall not exceed one (1) year in total.

## 6. Salary review process

A member's salary shall be reviewed annually in connection with CGI's Salary Review.

The salary review process is based on job-specific comparative results for CGI's internal salaries and market salaries, concerning which the employer receives information from the Willis Towers Watson High Tec salary survey. The study provides managers with information on control salaries to support their decision-making. The grounds for a salary increase may also include rewarding good performance, a new role or a salary adjustment that takes place due to the current role, business-critical competence, and the member's personal profitability and geographical location in Finland. In accordance with CGI's equality plan, the process also promotes gender pay equality.

## 7. Annual pay raises

The size of the pay raise budget and its distribution principles are agreed annually as part of the business planning and budgeting process. Negotiations with employee representatives begin in May each year. The salary settlement includes a review of salaries, salary tables, shift supplements and compensations for positions of trust.

**For members who are paid a monthly salary, the divisor for hourly pay is 158.**

# 3 Benefits

## 1. Share Purchase Plan

Members shall have the opportunity to participate in CGI's Share Purchase Plan (SPP) in accordance with the terms and conditions that are in force at the given time. This right shall apply to both permanent and fixed-term members.

A share of a monthly salary may be invested in CGI's shares, in which case CGI donates shares corresponding to the same euro amount. The euro amount donated by CGI is added to taxable earned income. The shares are deposited into a book-entry account opened for the member and they are the property of the member immediately after the purchase and the deposit to the account. Members may sell the shares whenever they want to do so.

CGI shall pay the administration fees for the book-entry account on the member's behalf.

eFennia Oy's members shall not have the opportunity to participate in the Share Purchase Plan and the lack of a share purchase plan has been taken into account in their total compensation.

## 2. Profit Participation Plan

The Profit Participation Plan (PPP) is a discretionary program designed to reward members for their contribution to the company's development, while also supporting business goals.

The distribution of profits is based on the performance and results of business units and members, while safeguarding CGI's financial position. The maximum amount of profit distribution is defined based on roles.

The employer shall confirm the plan and its rules separately for each financial year. The rules of the Profit Participation Plan are available on the CGI intranet.





### 3. Referral Program

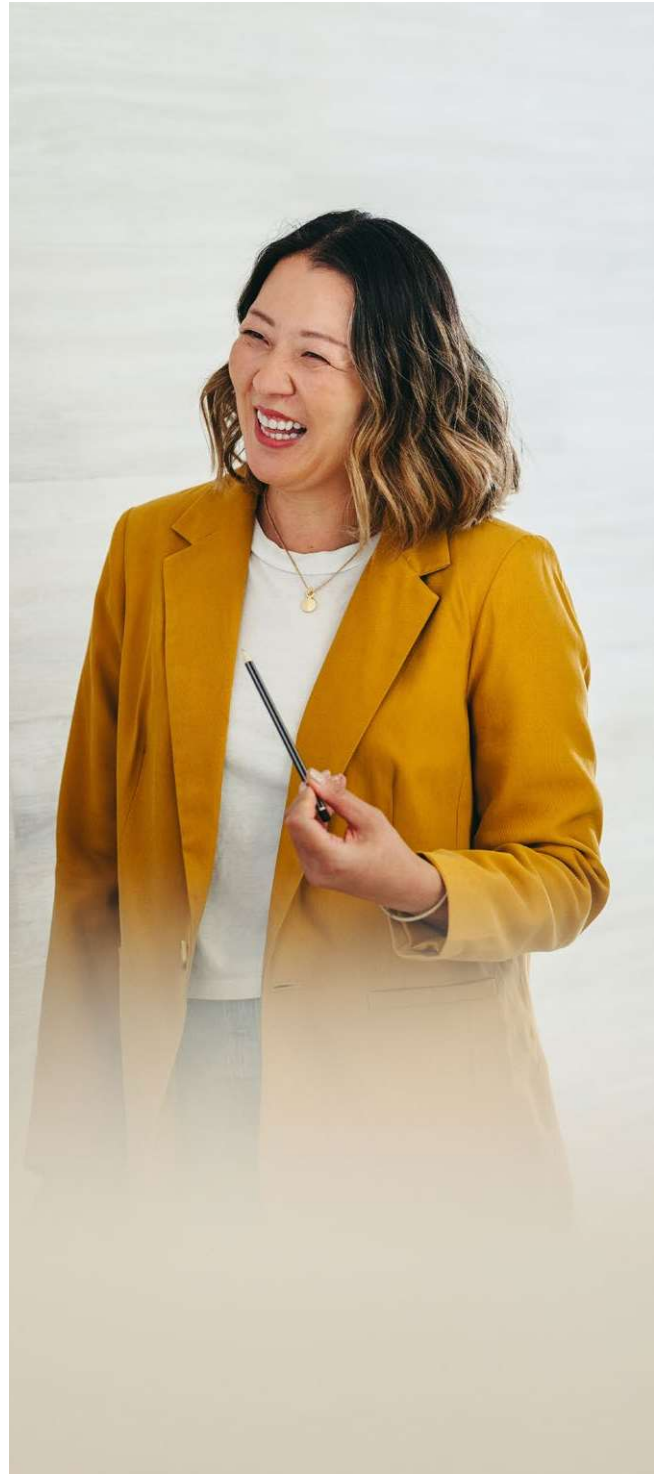
The purpose of the Referral Program is to help CGI grow and develop by hiring experts from the members' own networks.

CGI shall pay to members a referral fee for all recommendations leading to the hiring of an employee in accordance with the Referral Program's terms and conditions that are valid at the given time. The terms and conditions are available on the CGI intranet.

The referral fee has three (3) payment categories which are confirmed annually as part of the salary settlement and observed as part of this collective agreement. The payment categories are based on the requirement level applicable to the vacancy and on how challenging the recruitment is as follows:

- ✓ Trainees
- ✓ Specialist roles that are especially challenging. Roles are defined based on the current business situation
- ✓ Roles other than those referred to above

**The Referral Program shall be regularly evaluated and developed to meet the company's needs and to promote competitiveness.**



## 4. Health and well-being services

CGI provides its members with comprehensive health and well-being services as an employee benefit, covering preventive support for physical and mental well-being and the treatment of illnesses.

In addition to external partners, CGI's own experts are used for the service provision. Descriptions of the service providers and the content of the services are available on the CGI Intranet.

## 5. Childcare service when a child falls ill

CGI offers members the opportunity to order a carer that takes care of a sick child at home at the employer's expense while the member is working.

The care service for a sick child is available under the same criteria that apply when a member is entitled to paid time off for the care of a sick child (see chapter 8, section 1 of the collective agreement).

## 6. Service Recognition Program

The Service Recognition Program is CGI's way of recognising long-time members of the company with a congratulatory message and gift.

## 7. Accident insurance

CGI has taken out insurance for all staff covering accidents that take place at work and in leisure time. Leisure time accident insurance is a significant employee benefit intended to support the health and well-being of members in the event of an accident.

## 8. Employee benefits and staff discounts

The employee benefits that CGI offers to members include, for example, lunch, sports, culture, bicycle and commuting benefits. In addition, CGI members receive staff discounts from several service providers. The employee benefits and discounts that are valid at the given time may vary, and information on them is available on the CGI Intranet.



# 4 Compensation discussion



In CGI's model, a member and the member's manager shall have a compensation discussion once a year to discuss the member's base salary and the basis for it, as well as other elements of the overall compensation package. In addition, the member receives an annual Compensation Summary Letter.

The purpose of the discussions is to increase openness and common understanding concerning overall compensation and the basis for it.

Furthermore, the discussions increase the member's visibility to salary development opportunities at CGI.

The discussions will take place annually after the salary increases have been confirmed and approved.

# 5 Working time

## 1. Regular working hours in daytime work

Working time shall not exceed 7.5 hours per day and 37.5 hours per week. The maximum length of regular working time at CGI is therefore shorter than allowed by law (8 hours per day and 40 hours per week).

If the member is not within the scope of flexitime or some shift work model, the daily regular working time shall be scheduled to take place between 8 a.m. and 5 p.m., unless there are justified reasons for other working time scheduling.

Monday is the first day of a working week. Unless otherwise agreed at the local level, a working day is equal to a calendar day.

By default, Saturdays and Sundays are days off. When required by service needs, Saturdays may be specified as working days by local agreement, in which case another day off shall be given for the week. This day off should be Monday if possible.

This paragraph does not apply to members whose employment contract stipulates that the provisions of the Working Hours Act on working time do not apply to their employment relationship.



## 2. Breaks

A working day includes a daily lunch break if the length of the working day is at least six (6) hours. Pursuant to the law, lunch breaks are not included in working time. Lunch breaks may not be placed immediately at the beginning or end of the working day. In addition to the lunch break, it is important to include shorter breaks in a working day in order to maintain well-being, with such breaks included in working time.

## 3. Flexible working hours

CGI uses flexible working hours designed to make work more flexible in line with the work situation at hand and the member's own needs. When flexible working hours are used, the following derogations from the collective agreement's stipulations on the length and scheduling of regular working time shall be agreed with the member:

- Fixed working hours: **9 a.m. – 3 p.m.**
- Flexitime limits:
  - morning: 7 a.m. – 9 a.m.
  - evening: klo 3 p.m. – 7 p.m.
- lunch break: **30 – 60 minutes**
- Maximum accumulation: **+40/-10 hours**
- Reference periods: **4 months**  
**1 January – 30 April, 1 May – 31 August,**  
**1 September – 31 December**

Members may decide on the start and end time of their working day, while taking into account the flexitime limits and the work situation. There must be a business need for any plus hours. Members shall use the working hours tracking system that is used for monitoring the balance.



The reference period for flexitime is four (4) months. During a reference period, the maximum accumulation may be +40 hours/-10 hours. Members should aim to balance their working time to zero during each period.

If the +40-hour limit is about to be met and sufficient balancing of working hours is not possible, the member should contact their own manager. In this situation, the aim is to level the workload to the extent possible through work arrangements. By separate agreement, work may be carried out as additional work and overtime work. Working hours exceeding the limits for flexitime do not increase the balance and they cannot be entered in the system used for tracking working hours. In addition, it is not possible to compensate for any accumulated hours during a reference period.

At the end of the reference period, the manager is responsible for agreeing with the member on how to deal with any unbalanced plus or minus hours. Plus hours are compensated for in cash in accordance with “an hour for an hour” principle or entered in the system for working hours tracking as balance hours that will later be taken as compensatory time off. The employer shall always have the right to compensate for the hours in cash. Minus hours are balanced by working extra hours during the next reference period or deducted from salary. The accumulated hours may be balanced by taking whole days off when the member agrees on this with the member’s manager.

## 4. Mid-week public holidays that are counted as days off

The following mid-week public holidays shall be days off at CGI:

- New Year’s Day
- Epiphany
- Good Friday
- Second Easter Day (Easter Monday)
- May Day
- Ascension Day
- Midsummer Eve
- Finland’s Independence Day

- Christmas Eve
- Christmas Day
- Boxing Day
- tapaninpäivä

A salaried member shall receive their normal monthly salary for any month that includes a mid-week public holiday/mid-week public holidays. Mid-week public holidays shall reduce the regular weekly working hours of the week on which the mid-week public holiday falls by the number of working hours stipulated for a workday in the employment contract.

For part-time members, an agreement on the reduction of either the daily or weekly working time is made when agreeing on the part-time work. The member’s working days are agreed in connection with the reduction of weekly working hours. During a week on which a mid-week public holiday falls, the member shall work on the days referred to in the contract for part-time employment. If a mid-week public holiday falls on a working day of a part-time member, it shall be a paid day off for the member. If a mid-week public holiday falls on a member’s day off, the working time for the week in question shall not be shortened.

### Hourly paid members shall be entitled to public holiday compensation if:

- 1 the mid-week public holiday would have been a working day pursuant to the member’s shift list;
- 2 the member’s employment has lasted for at least three (3) months; and
- 3 the member has worked on the working day preceding and following the mid-week public holiday (in this connection, Monday–Friday). If the absence was due to the member’s incapacity for work, it is sufficient that the member has worked on one of the aforementioned days.

### The criteria 2 and 3 above shall not apply to Independence Day.

# 6 Annual leave and holiday hours

## 1. Annual leave

CGI wants to guarantee members adequate leave regardless of when the employment relationship started.

Annual leave shall be determined pursuant to the Annual Holidays Act, unless otherwise agreed in the member's contract of employment.

A member's annual leave benefits shall not be reduced due to any absences referred to in chapter 8 of the collective agreement.

If the member so wishes, the employer shall arrange for a member whose employment started before the beginning of the holiday season the possibility to take unpaid leave from work in addition to any paid annual leave so that the aggregate amount of paid and unpaid leave is no less than two (2) weeks.



## 2. Amount of holiday bonus and payment date

The holiday bonus shall be 50 per cent of the pay for the holiday period that corresponds to the accumulated annual leave referred to in the Annual Holidays Act (no more than thirty (30) working days).

Holiday bonus shall be paid at one time for the entire accumulated annual leave in connection with the payment of salaries for June, with the following exceptions:

- 1 For hourly wage employees, holiday bonus is paid in connection with holiday pay
- 2 For employees leaving to perform compulsory military service or voluntary military service, holiday bonus is paid after returning to work

## 3. Precondition for the payment of holiday bonus

The precondition for the payment of holiday bonus is that the employment relationship continues at the time of the June salary payment.



# 4. Exchanging holiday bonuses for time off

CGI's senior management in Finland shall decide on holiday bonus leaves on an annual basis. If holiday bonuses may be exchanged for time off, the following principles shall apply:

1 A prerequisite for a holiday bonus leave shall be that the business situation and the member's work situation allow the holiday bonus to be exchanged for time off and that the member has taken all annual leave from previous holiday credit years by 30 April.

2 The number of days off taken in lieu of a holiday bonus is based on the number of annual leave days earned by the end of the holiday credit year as follows:

Number of annual leave days earned by 31 March	Amount of holiday bonus leave and holiday bonus
0-11 days	not possible to take holiday bonus leave, the holiday bonus paid for the entire accumulated annual leave
12-23 days	6 days of holiday bonus leave, the holiday bonus is paid for accumulated annual leave exceeding 12 days
24-30 days	6 days of holiday bonus leave, the holiday bonus is paid for accumulated annual leave exceeding 12 days; or  12 days of holiday bonus leave, the holiday bonus is paid for accumulated annual leave exceeding 24 days

Any exchanged holiday bonus leave shall be taken no later than by the beginning of the next holiday season (30 April). Weekdays (Monday–Saturday) consume the holiday bonus leave. Holiday bonus leave shall be planned around the needs of the business and mainly taken during the quietest time (summer, turn of year). If no agreement can be reached on the scheduling of a holiday bonus leave, the employer shall have the right to decide on the time when it is taken. No compensation shall be paid for any unused days of holiday bonus leave. Holiday bonus leave exchanged at the end of an employment relationship shall be taken before the termination of employment.

Holiday bonus leave shall be counted as a period of employment in terms of the accumulation of annual leave. In other respects, the Annual Holidays Act shall not apply to holiday bonus leave.

# 5. Holiday bonus in special situations

The shop steward and the employer's representative may agree on the non-payment of holiday bonus or a part thereof if the company has initiated the change negotiations referred to in the Act on Co-operation within Undertakings. Such an agreement may be made for only one (1) holiday year at a time.

If the employment of a member is terminated due to financial and production-related reasons so that employment ends during the holiday season 2 May to 30 September, the holiday bonus shall be paid for the holiday compensation determined on the basis of the holiday credit year ended on 31 March.

Members retiring on old-age pension are entitled to a holiday bonus paid on the basis of the member's holiday pay and holiday compensation.

# 7 Incapacity for work and health care visits

## 1. Notification of incapacity for work and certificate of incapacity for work

A member who is incapacitated due to an illness or accident shall immediately inform their manager of the incapacity for work and, where possible, its duration

A manager may grant paid leave of up to three (3) calendar days. In other cases, the member must present without delay a medical certificate or a certificate of incapacity issued by a nurse, which may have been issued at a remote appointment for occupational health care. However, the employer shall always have the right to require that a member consults without delay an occupational health care doctor specified by the employer in order for the member's work ability to be determined.

## 2. Payment of salary during incapacity for work

The employer shall pay a member salary as an employee benefit for the period of incapacity for work if:

- the member is prevented from working in accordance with the employment contract due to an illness or accident, and
- the member has not caused such incapacity for work intentionally or through gross negligence.

If the incapacity for work is not caused by an illness or accident, the employer shall have no obligation to pay salary (e.g. surgery for which there is no medical reason).

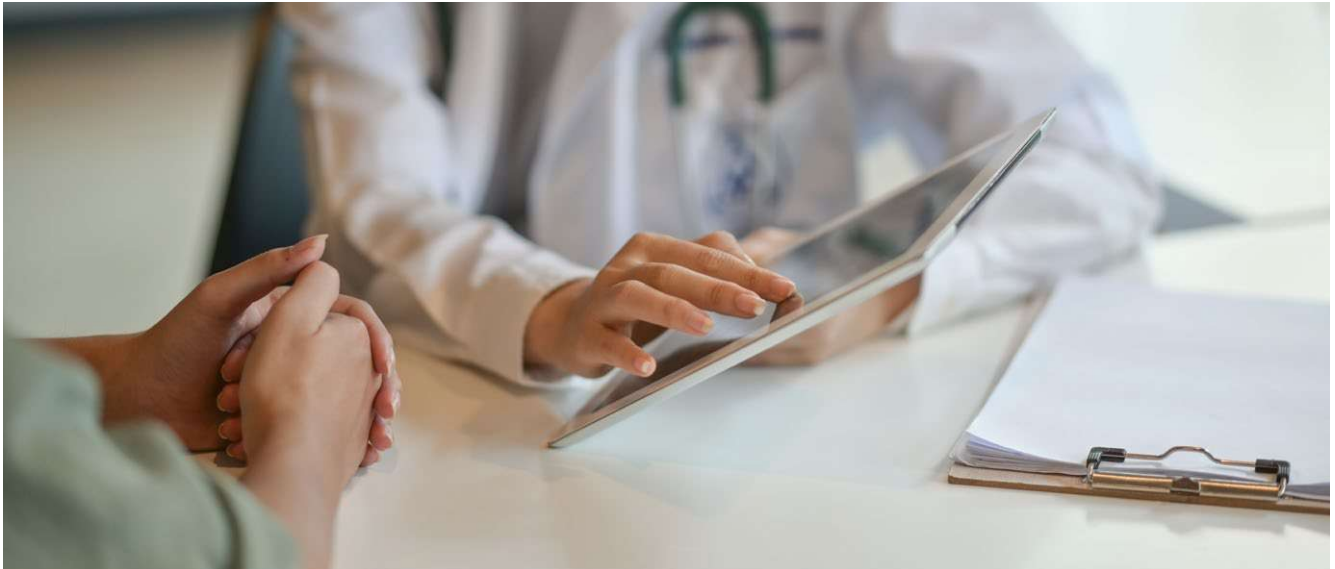
**The duration of the paid period of incapacity depends on the duration of the employment relationship as follows:**

Duration of employment	Duration of paid period of incapacity for work
<3 years*	4 weeks
3-4 years	5 weeks
5-10 years	6 weeks
>10 years	8 weeks

*\*If the employment relationship has lasted for less than one (1) month, the member shall be entitled to receive 50% of their salary until the end of the ninth (9) working day following the start date of the illness, but only until the member's entitlement to the daily allowance paid pursuant to the Health Insurance Act begins.*

When a member falls ill with the same illness within thirty (30) calendar days of returning to work, the periods of absence shall be added together and salary paid for them as if it were one (1) period of incapacity for work. However, salary shall be paid for the waiting period laid down in the Health Insurance Act, that is, the start date of the illness if it is a working day.

The employer shall apply for the health insurance compensation for the employer for the duration of the member's paid period of incapacity for work. If a member does not provide the employer with the certificate of incapacity for work referred to above in paragraph 1 no later than within two (2) months from the start date of the illness and the employer forfeits the health insurance compensation as a result of this, the forfeited health insurance compensation may be deducted from the member's salary.



### 3. Health care visits

The starting point for health care visits is, when possible, the use of the occupational health care provider's remote appointment services and utilisation of the flexible working time model.

**Health care visits may take place during fixed working hours in the following cases:**

- a** Illness requiring sudden treatment or an accident that causes incapacity for work.
- b** Treatment of a previously diagnosed illness or accident that causes incapacity for work.
- c** A health check related to the determining of ability to work, to which the employer directs a member after detecting that the member's ability to work has deteriorated. A health check is usually preceded by a discussion concerning the ability to work in accordance with CGI's model for early support. A health check may also support, for example, efforts to guide a substance abuser to treatment.

- d** A health check related to the specific nature of the work (e.g. night work, noise in data centre work) to determine whether a member has any health conditions, illness or a particular sensitivity that might worsen at work or prevent the member from starting a job.

- e** Periodic health examinations prior to childbirth which cannot be carried out outside working hours.

In situations other than those referred to above, health care visits shall primarily take place outside working hours (e.g. the flexitime limits for flexible working hours, lunch break). If the health care service is not available outside working hours, a member may use working time for necessary examinations and treatment, while avoiding unnecessary loss of working time.

When working time is used for a health care visit, the member must inform their manager of the absence in advance.

# 8 Caring for loved ones, life events and corporate responsibility work

One of CGI's key values is building a more sustainable future. CGI is committed to ethical operations, including the promotion of the well-being of members, their loved ones and communities.

CGI is active in the communities where we live and work, and members have the opportunity to participate in work related to charity and corporate social responsibility.



## 1. Caring for loved ones and caring for a sick child

member's family. In addition, in section (c) above, loved one also means the parents of the member's spouse.

At the employer's request, the member must provide a reliable explanation of the reason for the member's absence.

Members shall be entitled to paid absence of 1–2 working days if:

1

- the member must be present in order to assist or support the member's loved one and the functional ability of the loved one is significantly reduced due to a serious illness or injury;
- the presence of a member is necessary due to an unforeseen serious illness or accident that has affected the member's loved one; or
- the absence is due to the end-of-life care, death or funeral of a loved one.

Loved one refers to a member's spouse or common-law partner or the other party in a registered partnership, parents, grandparents, siblings and the children and grandchildren in the

A member shall be entitled to paid absence of no more than four (4) working days

2

if the member is the guardian of a child under the age of 10 or a disabled child under 18 years of age and the member's presence is necessary in order to arrange the care of the child or to care for the child.

The prerequisite for paying salary to a parent that is not a sole guardian is that both guardians living in the same household are in gainful employment or one is a student and the other does not have the opportunity to arrange care or care for the child personally due to their gainful employment and working hours or studies that take place outside the home and lead to a degree.

At the employer's request, the member must provide a reliable explanation of the reason for the member's absence and why the other guardian is prevented from caring for the child.

## 2. Voluntary work

Once per calendar year, a member may take up to one (1) day of paid leave for volunteer work in an agreed charity project.

## 3. Life events

**A member shall be granted one (1) day of paid leave when the member:**

- ✓ gets married;
- ✓ turns 50, 60 or 70; or
- ✓ moves into a new home.

The scheduling of the day off shall be agreed with the member's manager. The time off shall not be required to take place on the same day as the life event.

## 4. National defence

**A member may be absent from work while being paid when the member:**

- ✓ attends a call-up for conscripts; or
- ✓ participates in an information and selection event for applicants for voluntary military service.

If a member participates in reserve refresher exercises, the difference between the member's salary and the reserve pay shall be paid for the days of participation.

The member's manager shall be informed in advance of any absences.

## 5. Social activities

If a member participates during working hours in the work of a municipal council, municipal government, wellbeing services county council or committee, or the electoral commission or committee for statutory elections, the difference between the member's salary and the compensation for loss of earnings shall be paid to the member.

During working hours, a member may participate as an elected representative in the union meetings, representatives' meetings and annual meetings of Akava, YTN and its national member organisations and in such meetings of the Association of IT Sector Employees (Tietoala), or in meetings of the Boards of these organisations or a committee appointed by one.

The member's manager shall be informed in advance of any absences.





# 9 Family leaves

As of 1 October 2023, the terms of this section apply to members whose right to pregnancy and parental allowance is determined by Kela's decision on the basis of the provisions of the Health Insurance Act that entered into force on 1 August 2022.

At CGI, family leave shall be determined in accordance with the legislation applicable to the member at the given time.



## Paid family leave

**CGI shall pay salary for family leave periods as follows:**



During the uninterrupted period of pregnancy and parental leave, the member giving birth is paid a monthly salary, including fringe benefits, for a period of three (3) months.



The child's other parent is paid a monthly salary for the first 36 working days of their parental leave. The other parent refers to a person who is entitled to parental allowance under chapter 9, section 5 or section 7 of the Health Insurance Act.

In the case of a parent giving birth, the prerequisite for a paid family leave period is that the employment relationship has continued for at least five (5) months before the expected date of delivery and, in the case of a parent not giving birth, for at least five (5) months before the start date of the leave period.

The adoptive parent's right to salary applies to a child under 7 years of age. The continuous duration of the employment relationship, which is a prerequisite for the payment of the salary, is calculated from the date of the adoption of the child. Adoption leave may begin 2 weeks before the date of adoption, unless otherwise agreed.

For the period for which the employer has paid the member the salary for a family leave period referred to above, the employer shall be entitled to draw out, as a refund, the daily allowance or comparable compensation paid to the member pursuant to law or to recover such an amount from the member, but not more than the amount corresponding to the salary paid.



# 10 Learning, development and performance

## 1. CGI's learning model

CGI wants to create good opportunities for members in terms of continuous learning, occupational and career development and good performance.

These elements ensure the competitiveness of members and CGI and they strengthen mutual commitment.

CGI applies a learning model according to which:

70%

**of learning takes place through work**

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20%

**through learning from colleagues**

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10%

**through participation in training**

For this reason, CGI supports the learning and development of members not only through training but also by providing comprehensive opportunities for learning from others, widening the scope of work and transferring to new tasks.



## 2. Plans and investments

Each year, the business units prepare written plans describing the key business objectives and the competence development priorities identified on the basis of the plans, as well as the strategies, methods and investments for achieving them.

The implementation of plans and investments shall be monitored, for example, with the following indicators: use of the CGI Academia, certificates completed, hours spent on learning, training days and costs.

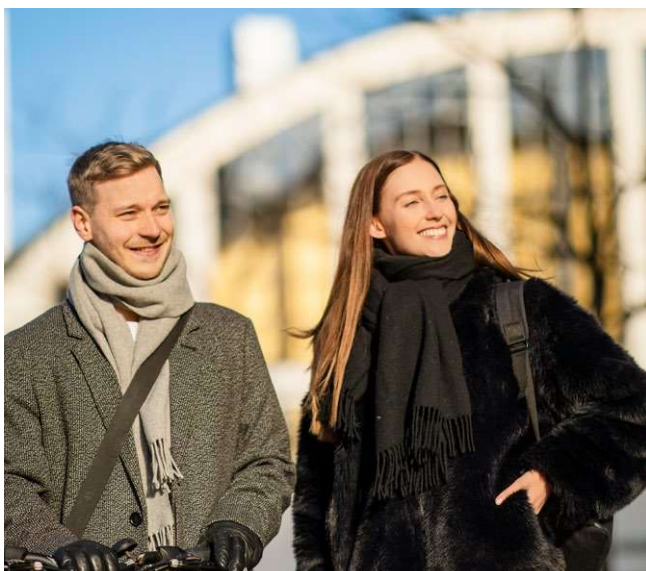
The plans and their actual implementation are reviewed with the personnel's representatives on an annual basis.

### 3. Performance and Career Development Meetings

The member's own manager shall conduct a Performance and Career Development Meeting with the member once a year. The discussions are documented using the Progressio tool. The meeting covers, for example, the objectives and direction of business and the member's personal objectives, development plans and career expectations. Furthermore, recognition and support for good performance are provided in the meetings.

Before the discussion, the member has the opportunity to perform a self-assessment in the Progressio tool. In self-assessment, the member expresses their own view of their achievements, behaviour in accordance with the company's values and development. In addition, the member may express their views on their overall compensation.

During the year, it is recommended that discussions are held to update plans and provide feedback and support, as necessary.



### 4. Training and learning together

**CGI provides members with a wide range of learning environments and methods, including:**

- A virtual learning environment, the CGI Academia, which contains e-courses, books, videos, tools and exams coaching for tests covering various areas of expertise. The CGI Academia is available to all members for unlimited use 24/7.
- Formal training and training programmes provided either by CGI's internal trainers or by an external partner network. Information on the training offering and partners is available to members on the CGI Intranet. In addition, teams may order tailor-made training, as necessary.
- Expert communities for learning from others and for networking, such as STORM, YES and W2W.
- Co-Learning program for joint learning in teams by using the CGI Academia and CGI's internal experts and facilitators.
- Regular mentoring programs with content and application times available to members on the CGI Intranet.

### 5. Certifications and degrees

CGI supports and encourages members to complete certifications as part of career development. The completion of certifications increases the market value of members and the competitiveness of CGI.

The employer informs the members of the certification programs that are valid at the given time. Such programs may vary depending on the business. When a member participates in a confirmed certification program in accordance with its terms and conditions, the employer shall pay the costs of the certificate in addition to a separate certification fee as recognition of the member's achievement.

CGI aims to increase the percentage of members with completed technology degrees working in the IT sector in Finland.

For this reason, CGI encourages and supports its members to complete any not yet completed work-related higher education studies. For members participating in qualification programmes, the partnering educational institution prepares a personal study plan, which shall be included in the member's development plan.

**In this case, CGI shall also pay the tuition fees for the studies and provides a peer support network.**

## 6. Career development and job rotation

Learning and development mostly take place through work.

CGI encourages and supports the learning and development of members through new career opportunities and job rotation.

CGI's career path model supports the mapping of career opportunities. Vacancies are published for internal applications and members are encouraged to apply. If a suitable job is found and a member is selected for it, the member shall have the right to transfer. The transfer shall be agreed together with



the current manager and the new manager. Members shall have the opportunity to express their career expectations and job rotation wishes in the resourcing tool and in conversations conducted with their manager. In this case, active measures shall be taken to identify for the member new career opportunities that match their profile.

## 7. Career management of members approaching retirement age

Members need different kinds of support and leadership at different stages of their careers.

For those approaching retirement age, it may be appropriate to consider issues such as how to ensure good work ability and how competence and tacit knowledge are transferred to the work community when an experienced employee retires. At the request or consent of the member, a 'Controlled Transition to Retirement' discussion will be held.

If maintaining good work ability can be supported by work design or part-time work, for example, the supervisor carefully investigates the use of these options. In addition, a plan for the transfer of competence and knowledge can be made during the discussion.

# 11 Place of work



In the employment contract, each member shall be assigned to a CGI site.

CGI works using a hybrid model. Hybrid model means that when a customer allows it, work may be carried out by combining working both at home and at the office/customer's premises in a way that is most appropriate for the business, customers, teams and members.

Teams discuss the way of working that best suits the customers, team and team members. Ultimately, the decision shall be made by the manager, while taking into account the member's role. Members shall always be provided the opportunity to work entirely from CGI's office.

CGI's global policy and guidelines shall apply to remote work carried out abroad.

All CGI members are insured against accidents occurring in the home country at work or during leisure time (see chapter 3 of the collective agreement on 'Accident insurance').



# 12 Travel

## 1. General principles

CGI is committed to carbon neutral operations by 2030. Reducing travel is the most effective way to influence the minimising of a company's carbon footprint and the building of a more sustainable future.

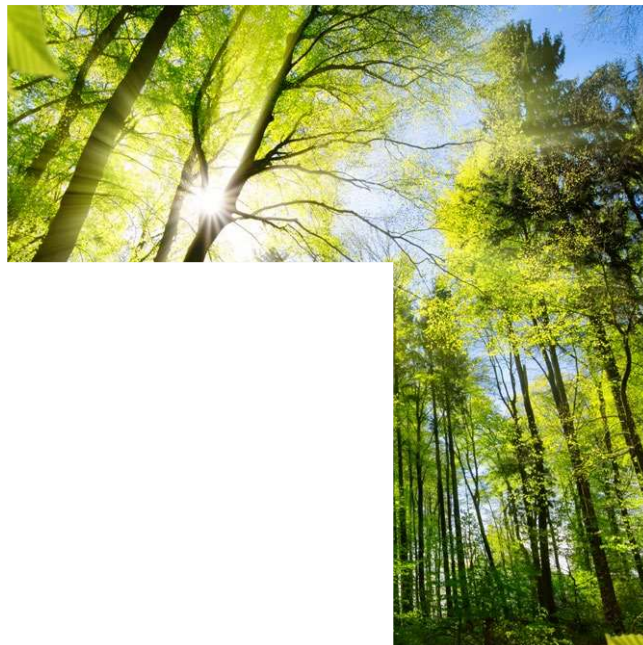
In order to achieve the carbon neutrality target, CGI favours virtual working methods.

The employer shall reimburse members for travel expenses incurred in connection with any approved business trips. Travel expenses include, for example,

- travel tickets
- daily allowances
- accommodation costs
- and the costs of using the member's own vehicle.

According to the tax authorities, commutes between home and CGI's office or other actual place of work specified in the contract of employment are not business trips, but members may deduct such expenses in their personal taxation.

The start point for compensation for a business trip shall be the CGI office or other actual place of work specified in the member's contract of employment and the end point shall be the destination of the business trip. Correspondingly, the start point for compensation for the return journey shall be the destination of the business trip, with the end point being the CGI office or other actual place of work. If the actual journey is shorter than this, compensation shall be paid for the actual journey. The days entitling to daily allowance shall be calculated on the basis of the actual use of time from the start of the trip to the end of the trip.



## 2. Daily allowance

Daily allowance shall be paid when the destination of the business trip is at least 15 kilometres away from both the CGI office specified in the member's contract of employment and the member's home. Daily allowance shall be paid for each day of travel as follows:

Duration of the trip	Daily allowance
6-10 hours	Partial daily allowance
>10 hours	Full daily allowance
Less than a full day following a full travel day, exceeded by 2-6 hours	Partial daily allowance
Less than a full day following a full travel day, exceeded by >6 hours	Full daily allowance

The daily allowance shall be halved if a member receives two (2) paid meals per day during a business trip entitling to a full daily allowance or one (1) paid meal per day during a business trip entitling to a partial daily allowance. Breakfast shall not be included in the meals referred to above.

**The amount of daily allowance is the maximum daily allowance confirmed annually by the Tax Administration.**

Members' lunch meals shall be supported in the form of a lunch balance for each working day, including travel days. The meal allowance confirmed by the Tax Administration shall therefore not be used at CGI.

### 3. Accommodation costs

Accommodation costs (e.g. hotel bills) shall be reimbursed against receipts. The night travel allowance confirmed by the Tax Administration shall not be used at CGI.

### 4. Compensation for the use of own vehicle

The use of a vehicle owned by or in the possession of a member for a business trip shall be reimbursed in accordance with the tax-exempt maximum amounts confirmed annually by the Tax Administration.

If a member travels to or from call-out work or overtime work at a time of day on which there are no regular transport connections, or if the member is called out with such urgency that it is impossible to reach the workplace by public transport, the member shall be compensated for travel expenses (e.g. a taxi) against receipts or, if the member has used the member's own vehicle, compensation for the use of the member's own vehicle shall be paid.

## 5. Compensation for travel time

CGI uses two (2) alternative models for compensating for travel that takes place during leisure time:

**a** Travel taking place during leisure time is included in the salary or has otherwise been taken into account in the terms of employment. This has been agreed with the member in the contract of employment or otherwise in writing, for example, when the amount of travel changes during the employment relationship.

**b** However, the base salary shall be paid as compensation for any travel time taking place in leisure time, but such compensation shall be paid for no more than eight (8) hours on a workday and for sixteen (16) hours on a day off. Travel times shall be counted in full half-hours. When the employer pays for a sleeping berth for a member, compensation for travel time shall not be paid for the period from 9 p.m. to 7 a.m.

When calculating the start of weekly overtime, the calculation shall also take into account the hours spent travelling up to the member's maximum regular daily working hours for travel days when the regular daily working hours are not otherwise met. However, such hours shall not be counted as actual hours worked.

The stipulation on compensation for travel taking place during leisure time shall not apply to foreign travel or participation in training events.



# 13 Other stipulations

## 1. Right of association and right to supervise work

The right of association is inviolable for both sides. The employer shall have the right to supervise and allocate work.

## 2. Industrial peace

Industrial action against this agreement or its individual stipulations shall be prohibited.

## 3. Collection of membership fees

If the member belongs to the Association of IT Sector Employees or a member union of the Federation of Professional and Managerial Staff (YTN), the member may authorise CGI's payroll service to collect the annual membership fee directly from the member's salary.

## 4. Communication concerning personnel representation

Information on shop stewards and occupational safety and health representatives and their responsibility areas shall be provided through CGI's internal communication channels. New members shall be familiarised with employee representation as part of the induction process.

## 5. Existing benefits

If a member has been entitled to benefits that are better (such as longer leaves) than those agreed in the collective agreement, the benefits shall remain in force unless otherwise agreed in accordance with the procedure referred to in chapter 13 of the collective agreement and the section 'Settlement of disputes' or unless the local arrangement in question results in a situation that is at least as favourable to the member.



## 6. Local bargaining

The employer and shop steward may collectively agree on derogations from all of the collective agreement's stipulations for which mandatory legislation do not restrict bargaining. Such agreements shall constitute local agreements.

A local agreement must indicate what has been agreed concerning which part of the collective agreement. Local agreements may be valid for a fixed period or until further notice. In the latter case, the agreement may be terminated with three months' notice, unless a shorter notice period has been agreed upon. If the agreed arrangement is tied to a specific period of time, the arrangement shall nevertheless continue until the end of said period. A local agreement shall remain in effect even after the expiry of the collective agreement, unless it is terminated in accordance with the notice period (subsequent effect).

The local agreement shall be complied with as part of the collective agreement and disputes concerning it shall be resolved as disputes arising from or in relation to the collective agreement.

## 7. Dispute resolution

Disputes concerning the application, interpretation and breach of the collective agreement shall be resolved in accordance with the following negotiation procedure without undue delay:

- 1 The matter shall primarily be dealt with between the member and the member's manager. If no agreement is reached, the member may refer the matter to the shop steward and the employer's representative for negotiation.

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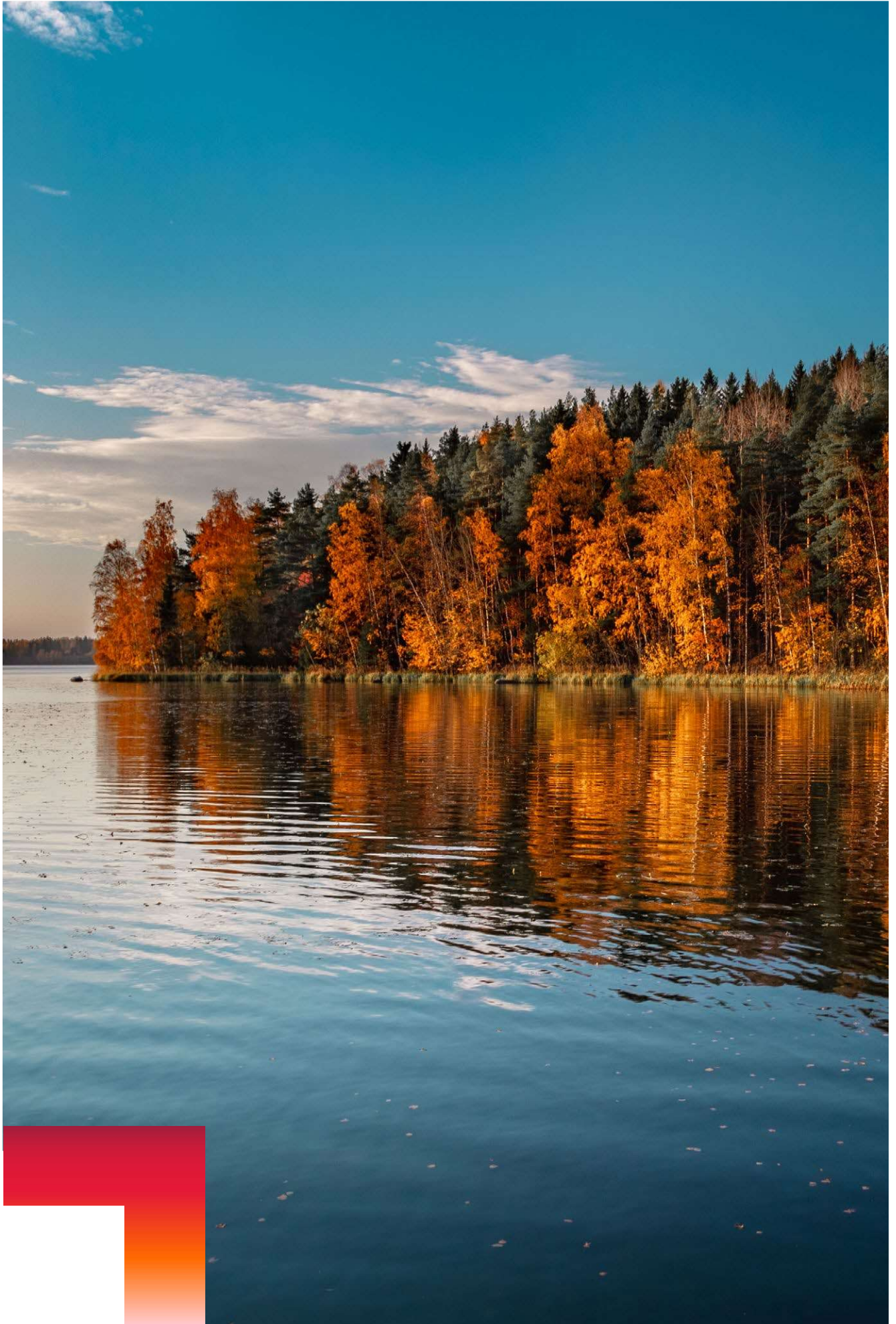
- 2 If no agreement is reached in the negotiation between the shop steward and the employer's representative, a written memorandum of disagreement or other summary of the negotiation shall be prepared at the request of either party, indicating the subject matter of the dispute and the parties' opinions and the related justifications.

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- 3 The disputed matter that the memorandum of disagreement or other written summary concerns may be referred to the collective bargaining parties for negotiation.

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- 4 If no agreement is reached between the collective bargaining parties, the matter may be submitted to the Labour Court for resolution. The authority of the Labour Court is determined by law.





# 14 APPENDIX 1:

## Deviations to working-time arrangements

### 1. Standby

Any standby duties and the related terms and conditions shall be agreed with the member. During standby duty, the member is on call so that the member can be called to work as agreed. The standby duty period shall not be considered to be working time. Working time shall start when the member starts the work af-ter being summoned.

CGI uses two (2) alternative compensation models for compensating for any standby duty, calls to work and the work that is carried out:

BASIC MODEL	AGILE MODEL
<b>Compensation for standby duty</b>	
For each hour of standby duty, 50 per cent of the member's hourly pay shall be paid in cash.	For each hour of standby duty, 20 per cent of the member's hourly pay shall be paid in cash.
<b>Compensation for being summoned</b>	
No	The compensation for being summoned shall be defined separately for each business unit or service and it may be cash compensation, time off or a combination of both.
<b>Compensation for work</b>	
Compensation for working time pursuant to the collective agreement and labour law (e.g. additional work and overtime)	Compensation for working time pursuant to the collective agreement and labour law (e.g. additional work and overtime work)

The key terms and conditions for standby duty shall be defined separately for each business unit or service.

Members shall be informed in writing of the following:

- standby period and the duration of the standby duty;
- Compensation model for standby duty (basic model or agile model);
- Compensation for being summoned (if any) and the grounds for determining it;
- The method used for summoning to work;
- The response time, that is, the period during which work is to be started;
- Any location restrictions for the work (e.g. travelling to the workplace or the customer's premises);
- Any travel expenses if the work involves a location restriction;
- The validity period of the standby arrangement and the period for disengaging from the arrangement; and
- Any other terms and conditions applied to standby duty.

The model for standby duty may not involve any work that is compensated for as call-out work, as these are alternative models.

### 2. Call-out work

Call-out work is work carried out on the basis of an emergency call made by the employer outside the member's regular working hours due to an unforeseen and sudden event. Working time shall start when the member starts the work after being summoned.

Call-out work shall always be agreed separately on a case-by-case basis and both the employer's initiative and the member's consent are required for it.

Call-out work shall be compensated for as follows:

Call made before 10 p.m. or on a day off	Call made between 10 p.m. and 6 a.m. or, in shift work, within 9 hours from the end of the regular work shift
<b>Call-out bonus</b>	
Basic hourly pay for two (2) hours	Basic hourly pay for four (4) hours
<b>Compensation for work</b>	
The member's hourly pay for the actual working time, but not less than for one (1) hour; and	The member's hourly pay for the actual working time, but not less than for one (1) hour; and
Compensation for working time pursuant to the collective agreement and labour law (e.g. additional work and overtime work).	Compensation for working time pursuant to the collective agreement and labour law (e.g. additional work and overtime work), but so that salary increased by 100% shall be paid immediately for any daily overtime work.

The call-out bonus shall be paid only once for the event that led to the call-out.

The model for standby duty may not involve any call-out work, as these are alternative models.

### 3. Additional work

Additional work means work carried out in addition to the working hours agreed in the contract of employment up to 8 hours in a day and up to 40 hours in a week.

Both the employer's initiative and the member's consent are required for additional work.

The normal hourly pay is paid for any additional work. Exception: The pay for any additional work falling between the regular maximum working hours provided for in the collective agreement (7.5 h per day and 37.5 h per week) and the maximum statutory working hours (8 h per day and 40 h per week) shall be increased by 50%.

### 4. Overtime work

Overtime is work performed in excess of the longest legal regular working hours (8 h/day and 40 h/week).

Overtime work shall always be agreed separately on a case-by-case basis and both the employer's initiative and the member's consent are required for it.



Overtime work may be either daily or weekly. Daily overtime is work that exceeds 8 hours a day, with work exceeding 40 hours per week being weekly overtime work (in practice, weekend work).

**For daily overtime, pay shall be increased by 50% for the first two (2) hours and by 100% for any subsequent hours.**

**For weekly overtime, pay shall be increased by 50% for the first eight (8) hours and by 100% for any subsequent hours.**

For the purposes of calculating compensation for additional work and overtime, if the work performed by a member continues into the next working day, the work is regarded as work performed on the previous working day up to the start time of the member's regular working time. In other words, such hours shall not be taken into consideration when calculating the regular working hours of the second working day.

## 5. Sunday work

For work carried out on Sundays, religious holidays, Christmas Eve, Midsummer Eve, May Day and Independence Day and for work carried out after 5 p.m. on New Year's Eve, salary increased by 100% shall be paid. If the work performed is also overtime work, compensation for overtime (50% or 100%) shall be paid, with such compensation calculated from the member's salary that includes no supplements.

According to the Church Act, religious holidays include Christmas Day, Boxing Day, New Year's Day, Epiphany, Good Friday, Easter Sunday, Easter Monday, Ascension Day, Whit Sunday, Midsummer Day and All Saints' Day.

With the member's consent, additional work, overtime work or Sunday work may be compensated for by granting a corresponding amount of increased time off. Such time off shall be granted within two (2) months from the time the work was carried out if the member requests this.

## 6. Evening and night work supplements

Evening and night work supplements shall be paid for work carried out between 6 p.m. and 6 a.m. The amounts of the supplements are confirmed annually as part of the salary settlement and observed as part of this collective agreement. The amounts of the supplements are listed on the intranet.

However, no supplements shall be paid for overtime work, call-out work or the scheduling of flexible working hours in the evening hours.

## 7. Weekly rest

For weekly rest, the provisions of the Working Time Act shall be complied with.

## 8. Shift work

Regular working hours may be arranged as shift work, where work shifts alternate regularly and change in accordance with a predefined schedule.

## 9. Three-shift work

The maximum regular working hours in three-shift work are 12 hours per day and 36 hours per week, so that the weekly working hours are averaged to 36 hours in a period no longer than 12 months. Three-shift work may be arranged so that it is either discontinuous or continuous.

The shift schedule shall be drawn up for at least four (4) weeks at a time and it shall be provided to the member no later than two (2) weeks before the start of the period referred to therein.



The day and week change on Monday morning at the beginning of a work shift. Sunday work supplement is paid for the hours of the night between Sunday and Monday until the start of the Monday morning shift.

Sunday work supplement is paid for any mid-week public holidays in accordance with the daily/weekly rhythm.

**An example of average regular working time for continuous three-shift work:**

	Member 1	Member 2	Member 3	Member 4
<b>Week 1</b>				
Sunday	Day off	Day off	Day off	12
Monday	Day off	8	8	8
Tuesday	Day off	8	8	8
Wednesday	Day off	8	8	8
Thursday	Day off	8	8	8
Friday	Day off	8	8	8
Saturday	12	Day off	Day off	Day off
<b>Week 2</b>				
Sunday	12	Day off	Day off	Day off
Monday	8	Day off	8	8
Tuesday	8	Day off	8	8
Wednesday	8	Day off	8	8
Thursday	8	Day off	8	8
Friday	8	Day off	8	8
Saturday	Day off	12	Day off	Day off
<b>Week 3</b>				
Sunday	Day off	12	Day off	Day off
Monday	8	8	Day off	8
Tuesday	8	8	Day off	8
Wednesday	8	8	Day off	8
Thursday	8	8	Day off	8
Friday	8	8	Day off	8
Saturday	Day off	Day off	12	Day off
<b>Week 4</b>				
Sunday	Day off	Day off	12	Day off
Monday	8	8	8	Day off
Tuesday	8	8	8	Day off
Wednesday	8	8	8	Day off
Thursday	8	8	8	Day off
Friday	8	8	8	Day off
Saturday	Day off	Day off	Day off	12

## 10. Continuous two-shift work

The maximum regular working hours in two-shift work are 12 hours per day and 36 hours per week, so that the weekly working hours are averaged to 36 hours in a period no longer than eight (8) weeks.

The shift schedule shall be drawn up for at least four (4) weeks at a time and it shall be provided to the member no later than two (2) weeks before the start of the period referred to therein.

## 11. Discontinuous two-shift work

The maximum regular working hours in discontinuous two-shift work are eight (8) hours per day and 48 hours per week, so that the weekly working hours are averaged to 37.5 hours in a period no longer than eight (8) weeks.

The shift schedule shall be drawn up for at least four (4) weeks at a time and it shall be provided to the member no later than two (2) weeks before the start of the period referred to therein.

## 12. Shift supplements in shift work

Evening and night shift supplements shall be paid for regular working hours of evening and night shifts as follows: Evening shift supplement from 6 p.m. to 10 p.m. and night shift supplement from 10 p.m. to 6 a.m. The amounts of the supplements are confirmed annually as part of the salary settlement and observed as part of this collective agreement.

A member in shift work shall also be paid a shift supplement for overtime work. Overtime compensation is not paid for shift supplements.

For any period of incapacity for work, the shift supplement shall be paid in accordance with the shift that is specified in the pre-defined shift schedule.

In continuous three-shift work, an average shift supplement shall be paid for the period of adjustment leave, the calculation of which is based on separate instructions.



# 15 APPENDIX 2: Agreement on protection against dismissal

## Section 1 Scope of application

This agreement shall apply to the termination of employment contracts that are valid until further notice, lay-offs of members, the rescission of employment contracts and the deemed rescission of employment contracts. The agreement shall also govern the resignations of members and the procedure to be followed when terminating an employment contract or in the case of lay-offs of members.

The agreement shall not apply to the rescission of an employment contract during a trial period. However, when an employment contract is terminated during the trial period, the procedural stipulations of sections 5 and 6 of this agreement and the procedure agreed in section 11 shall be complied with.

## I General stipulations concerning the termination of an employment contract

### Section 2 Periods of notice

When terminating an employment contract, the **employer** shall comply with the following periods of notice if no other periods of notice have been agreed upon or no other arrangements are agreed upon in connection with the termination:

The employment relationship has continued without interruption	Notice period
no longer than for 4 years	1 months
over 4 years but no longer than for 8 years	2 months
over 8 years but no longer than for 12 years	4 months
for more than 12 years	6 months

When a **member** terminates their employment contract, the member shall comply with the following periods of notice if no other periods of notice have been agreed upon or no other arrangements are agreed upon in connection with the termination:

The employment relationship has continued without interruption	Notice period
no longer than for 5 years	2 months
over 5 years	1 months

### Section 3 Re-employment leave

Unless otherwise agreed by the employer and member after the employer has terminated the member's employment contract on the basis of grounds referred to in chapter 7, section 3 of the Employment Contracts Act, the member shall be entitled to a leave with full pay in order for the member to participate during the member's notice period in activities supporting employment, as referred to in the Act on Public Employment and Business Service and the Employment Contracts Act.

In addition to the above, the member shall be entitled to no more than five (5) working days of re-employment leave for labour market training included in the employment plan and for related traineeship or on-the-job training.

Before using the re-employment leave or part thereof, the member shall notify the employer of this and the grounds for the leave as early as possible and, upon request, present reliable clarification on the grounds for any such leave.

The use of re-employment leave must not cause significant inconvenience to the employer.

## Section 4 Failure to observe the period of notice

If the employer fails to comply with the notice period, the employer shall be liable to pay to the member, as compensation, full pay and holiday compensation for the period corresponding to the period of notice.

A member who resigns without observing the period of notice shall be liable to pay the employer a lump sum corresponding to the salary for the period of notice. The employer shall have the right to deduct this amount from the final salary payment made to the member.

However, the employer shall comply with the provisions on the restrictions concerning the right of set-off specified in chapter 2, section 17 of the Employment Contracts Act.

If either party fails to observe the notice period in full, the compensation obligation shall be based on the corresponding part of the notice period.

## Section 5 Notice of the termination of an employment contract

The notice of termination of an employment contract shall be submitted to the employer, the employer's representative or the member in person. If this is not possible, the notice may be delivered by letter or electronically. Such a notice shall be deemed to have been received by the recipient at the latest on the seventh day after the notice was sent.

When delivering a notice of the termination of an employment contract by letter or electronic means, it shall be deemed that the grounds for termination referred to in chapter 1, section 4 and chapter 8, section 1 of the Employment Contracts Act were referred to within the agreed time or the time required by law if the notice was left with the postal services to be delivered or sent electronically within that time period.

If the member is on an annual leave, as specified by the applicable legislation or agreement, termination based on a notice sent by letter or through electronic means shall be deemed to have been delivered at the earliest on the day following the end of the leave.

## Section 6 Notification of grounds for termination of employment contract

At the member's request, the employer shall notify the member without delay in writing of the end date of the employment contract and the grounds for termination or rescission that the employer is aware of that have caused the termination of the employment contract.

## II Termination of an employment contract due to reasons attributable to the member or relating to the member's person

### Section 7 Grounds for termination of an employment contract

#### **Grounds for termination**

The employer may not terminate the employment contract for reasons attributable to the member or related to the member's person without a proper and weighty reason.

The following are examples of proper and weighty reasons attributable to the member: neglecting work duties, violating orders issued by the employer within the limits of the employer's right to supervise work, unjustified absence and obvious negligence at work.

### Grounds for rescission

The employer may rescind an employment contract on the basis of the grounds referred to in chapter 8, section 1 of the Employment Contracts Act.

### Grounds for deeming an employment contract rescinded

The employer shall have the right to deem an employment contract rescinded in accordance with chapter 8, section 3 of the Employment Contracts Act.

## Section 8 Delivery of the termination notice

The employer shall submit the notice of the termination of an employment contract on the grounds referred to in chapter 7, sections 1 to 2 of the Employment Contracts Act within a reasonable period from the time the employer became aware of the grounds for termination.

## Section 9 Hearing the member

Before terminating an employment contract on the basis of the grounds referred to in chapter 7, sections 1–2 of the Employment Contracts Act or before rescinding it due to reasons referred to in chapter 1, section 4 or chapter 8, section 1 of said Act, the employer shall provide the member with the opportunity to be heard concerning the grounds for the termination of the employment contract.

When the member is heard, the member shall have the right to use, for example, a shop steward or colleague as the member's assistant.

## III Termination of employment and layoff of members due to financial reasons or reasons related to production or the reorganisation of the employer's operations

### Section 10 Grounds for termination

The grounds for termination are as referred to in chapter 7, sections 1 and 3 of the Employment Contracts Act (financial reasons, production-related reasons or reasons related to the reorganisation of the employer's operations).





## Section 11 Order of workforce reductions

In the case of termination and lay-offs, the rule according to which members who are important to the company's operations or needed for special duties and those who have partially lost their ability to work while employed by the same employer should be the last to be dismissed or laid off shall be observed to the extent possible, and, in addition to this rule, the duration of employment and the number of the member's dependants must be taken into consideration.

## Section 12 Lay-offs

### Grounds for lay-off

The grounds for lay-off are as referred to in the Employment Contracts Act.

### Reduced working hours

The procedural stipulations on lay-offs shall also be observed when adopting reduced daily or weekly working time.

### Notice period for lay-offs

The notice period for lay-offs shall be no less than 14 days.

### Other work during the lay-off period

A member may take on other work during the lay-off period.

### Laid-off member's right to rescind the employment contract

A laid-off member shall have the right to rescind their employment contract regardless of the period of notice, but not during the seven (7) days preceding the end of the lay-off period if the end date of the lay-off period is already known to the member.

### Employer's liability to compensate when terminating employment for a laid-off member

If the employer terminates an employment contract so that employment ends during the lay-off period, the laid-off member shall be entitled, pursuant to chapter 5, section 7, paragraph 2 of the Employment Contracts Act, to compensation for loss incurred as a result of losing the salary for the period of notice. The salary for the period of lay-off notice shall not be deducted from the compensation. The compensation shall be paid by pay period.

### Resignation of a laid-off member

A member who resigns pursuant to chapter 5, section 7, paragraph 3 of the Employment Contracts Act after the lay-off has continued without interruption for no less than 200 days, shall be entitled to compensation amounting to the salary for the period of notice that the employer must observe. The compensation shall be paid on the employer's first normal payday following the end of the employment contract, unless otherwise agreed.

## IV Disputes

## Section 13 Compensation

### Violation related to grounds

The employer's liability to compensate for the termination of an employment contract or the lay-off of a member that violates the grounds referred to in this agreement is determined as follows:

Termination of an employment contract: Compensation shall be determined in accordance with chapter 12, section 2 of the Employment Contracts Act.

Rescission and cancellation of an employment contract: Loss caused by the loss of the notice period shall be compensated for in accordance with section 4, paragraph 1 of this agreement. If there were no grounds for the ending of a contract of employment even through dismissal, the compensation to be paid

in addition to that referred to hereinabove shall be determined in accordance with chapter 12, section 2 of the Employment Contracts Act.

### **Principle of single compensation**

The compensation referred to in this section may not be imposed on the employer in addition to or instead of any compensation imposed pursuant to the Employment Contracts Act.

### **Infringement of procedural stipulations**

A compensatory fine may not be imposed on the employer pursuant to section 7 of the Collective Agreements Act due to a failure to comply with the procedural stipulations in this agreement.

Non-compliance with procedural stipulations shall be taken into account as an aggravating factor when determining the amount of compensation for any unjustified termination of an employment contract and lay-off.

### **Compensation in relation to compensatory fine**

In addition to any compensation referred to in this section that is payable to a member, no compensatory fine may be imposed on the employer pursuant to section 7 of the Collective Agreements Act in so far as it concerns the breach of obligations that are based on the collective agreement but that are in fact the same obligations regarding which the compensation specified in the agreement is to be paid.

## **Section 14 Procedure for dispute resolution**

If a member considers that there were no contractual grounds for the termination of the member's employment or lay-off, the dispute may be submitted for resolution as specified in chapter 13, section 7 of the collective agreement.

## **Section 15 Period for legal action**

If no agreement is reached in a dispute concerning the termination of an employment contract or a lay-off within the scope of application of this agreement, the matter may be referred to the Labour Court for resolution in accordance with section 11, paragraph 2 of the Act on the Labour Court.

Upon the ending of employment, the right to compensation pursuant to section 17 of this agreement shall expire if no action is brought within two (2) years of the end of the employment relationship.



# 16 APPENDIX 3: Employee representation

## I Shop stewards

### 1. Number of shop stewards, term and eligibility

Three (3) shop stewards and one (1) deputy shop steward shall be elected at CGI Suomi Oy. One (1) of the shop stewards referred to hereinabove is the chief shop steward and one (1) the deputy chief shop steward, and they shall be elected by the elected representatives from among them.

One (1) shop steward and one (1) deputy shop steward shall be elected at each of the following companies: LTC-Otso Oy, Finanssi-Kontio Oy, AktiaDuetto Ab and eFennia Oy.

The shop steward must be a member who has an

**The term of the shop stewards shall be three (3) years in the period from 1 April to 31 March.**

employment relationship with the company the shop steward represents and who is within the scope of the collective agreement and a member of the signatory employee organisations or their member organisations and who is familiar with the conditions at the workplace. At CGI Suomi Oy, the CGI site of at least one (1) shop steward shall be in the Helsinki metropolitan area.

### 2. Shop steward election

In each CGI company, organised members of the signatory employees' organisations or their member organisations shall elect the shop stewards from among themselves and organise the election.

Shop stewards are elected at the company level. At CGI Suomi Oy, where there are several shop stewards, the chief shop steward shall decide on the division of responsibilities between the elected representatives at

the given time by sector or by region. Sector refers to a part of CGI's organisation or any other unit decided by the employer.

The election of shop stewards shall primarily be arranged electronically. Alternatively, the elections may be arranged at the workplace. The time taken to hold the elections shall be counted as time taken to represent the staff.

**The members responsible for the election of shop stewards shall notify the parties to the collective agreement of the arrangements no later than 14 days before the elections are held.**

The elected members shall be deemed to be persons elected to a position of trust when the employee organisation that is a party to the collective agreement has notified the employer in writing of the names of the elected shop stewards.

The employer shall be notified in writing of the resignation of a shop steward.

### 3. Position and duties of shop stewards

The primary duties of shop stewards shall be:

- maintaining and developing a continuous dialogue between the employer and staff;
- representing personnel in CGI's Co-operation Committee (YTN);
- representing the staff in change negotiations referred to in the Act on Co-operation within Undertakings;
- representing and assisting in employment-related matters members who are organised through the signatory employees' organisations or their member organisations and who are within the scope of the collective agreement;

- representing all members in matters concerning the interpretation and application of the collective agreement and in matters related to local bargaining and, when necessary, participating in dispute resolution in accordance with the negotiation procedure referred to in the collective agreement;
- negotiating and concluding, together with the employer, local agreements referred to in the collective agreement; and
- monitoring and maintaining industrial peace.

In addition, the chief shop steward shall be tasked with the following:

- deciding on the distribution of responsibilities between the elected shop stewards at any given time; and
- representing the staff in CGI's senior management in Finland.

Shop stewards shall participate in the organising of the elections of shop stewards and occupational safety and health representatives, as necessary.

Shop stewards may organise for members various events concerning employment matters outside working hours at the workplace. Such events shall be agreed in advance with the employer. Shop stewards shall have the right to invite union representatives to the events.

## 4. Shop stewards' right of access to information

The employer shall provide the shop stewards with the following confidential information concerning CGI members four (4) times a year in writing or by other agreed means:

- current employment relationships: last name and first name, job category, job grade, start time of employment, type of employment (permanent/fixed-term), working time pattern (full-time/part-time);

- employment relationships that ended during the previous quarter: first name and last name, end date; and
- the average salary for each job category and job grade if there are at least five (5) members in the job category and job grade in question.

In addition, the employer shall provide the chief shop steward without delay with the following information on a case-by-case basis:

- a copy of a warning received by a member, unless the member has expressly prohibited such disclosure; and
- in the event of a dispute concerning a member's salary or other employment-related matter, the necessary information relevant to the investigation of the matter.

The shop stewards shall have the right to be provided with a report on the allocation of the salary settlement within a reasonable time and no later than within three (3) months from the salary increases. The report must include the number of members, the number of members who received an increase, the average and median of the increase and the total amount of salary increases for members (payroll for the members before and after the increase).

Information received from the employer shall be kept confidential.

## 5. Use of shop stewards' time

The use of working time for staff representation shall be agreed locally.

At CGI Suomi Oy, the duties of the chief shop steward and the deputy shop steward shall be, in principle, full-time duties.

## 6. Remuneration of shop stewards

The compensations for shop stewards and deputy shop stewards are confirmed annually as part of the salary settlement and observed as part of this collective agreement.

## 7. Job security of shop stewards

If the shop steward's employer company's workforce is reduced or laid off due to financial or production-related reasons, the order to be followed shall be such that the shop steward is the last person to be subjected to such a measure. If it is not possible to offer a shop steward work that corresponds to the shop steward's profession or qualifications, this stipulation may be waived. If a shop steward considers that the shop steward's employment has been terminated or the shop steward has been laid off contrary to the stipulations referred to hereinabove, the shop steward shall have the right to demand that the matter be clarified between the parties to the collective agreement.

A shop steward's employment contract may not be terminated for reasons attributable to the shop steward without the consent of the majority of members referred to in chapter 7, section 10, paragraph 1 of the Employment Contracts Act, which is established by the parties that signed the collective agreement.

The employment relationship of a shop steward may not be rescinded pursuant to chapter 8, section 1, paragraph 1 of the Employment Contracts Act on the grounds that the shop steward has violated the provisions on order included in chapter 3, section 1 of the Employment Contracts Act. When assessing the grounds for the rescission of a shop steward's employment contract, the shop steward shall not be placed in an unfavourable position in comparison with the other members.

If the employment contract of a shop steward has been terminated in violation of this agreement, the employer shall pay the shop steward as compensation the salary for at least six (6) and no more than thirty (30) months. The compensation shall be determined on the basis of the same criteria as provided for in chapter 12, section 2 of the Employment Contracts Act. The fact that the shop steward's rights referred to in this agreement have been violated shall be taken into account as a factor increasing the compensation. If a court deems that there are grounds for continuing the employment relationship or for restoring an employment relationship that has already ended, but the employment relationship is nevertheless not continued, this must be taken into account as a particularly weighty reason when de-termining the amount of compensation.

If the dispute concerns the termination of the employment contract of a shop steward referred to in this agreement, local negotiations and negotiations between the parties to the collective agreement shall be started and conducted without delay after the grounds for the termination have been challenged.

A shop steward shall not be pressured or dismissed on account of their duties. A shop steward may not, during the term of office or because of the related duties, be transferred to work with a lower salary than that which the shop steward had when being elected as shop steward. Furthermore, a shop steward may not be transferred to duties with lower status if the employer is able to offer other work corresponding to the shop steward's professional skills. A shop steward may not be dismissed because of the shop steward's duties.

A shop steward's opportunities to develop and advance in their occupation may not be hindered because of their position as the shop steward. The salary development of shop stewards shall correspond to the general pay development in the company.

The job security of shop stewards shall also apply to the deputy shop steward.



## 8. Subsequent protection of shop stewards

The stipulations on job security shall apply to a member who has acted as a shop steward for a period of six (6) months following the end of the member's shop steward duties (subsequent protection).

During the subsequent protection period, the shop steward shall be provided with such further or updating training which enables a return to the previous duties or duties with corresponding requirement level.

## 9. Protection of shop steward candidates

The stipulations on job security shall also apply to any shop steward candidates of which the employer was notified in writing by an employee organisation that is a party to the collective agreement (candidate protection).

The protection of candidates shall start no earlier than two (2) months before the start of the shop steward's term and ends for the non-elected candidates upon the declaration of the election results.

## 10. Procedure for dispute resolution

If a shop steward, deputy shop steward or shop steward candidate deems that their job security has been violated, the dispute may be referred for resolution as specified in chapter 13, section 7 of the collective agreement.

## 11. Training related to shop steward duties

The parties to the nationwide collective agreement of the IT service sector have a training workgroup. To the extent possible, the shop stewards and deputy shop stewards shall be given the opportunity to participate in the training approved in the training workgroup. Shop stewards and deputy shop stewards may participate in the courses approved by the training workgroup referred to hereinabove without any reduction in their salary. Participation in a training event shall not result in a reduction in annual leave, pension or other comparable benefits.




## II Occupational safety and health representatives

### 1. Number of occupational safety and health representatives, term and eligibility

Five (5) occupational safety and health representatives shall be elected at CGI Suomi Oy. Occupational safety and health representatives shall act as each other's deputies, and no separate deputy occupational safety and health representatives shall be elected. One (1) occupational safety and health representative and two (2) deputy occupational safety and health representatives shall be elected at each of the following companies: LTC-Otso Oy, Finanssi-Kontio Oy, AktiaDuetto Ab and eFennia Oy.

An occupational safety and health representative and



**The term of the occupational safety and health representative is three (3) years in the period from 1 January to 31 December.**

a deputy occupational health and safety representative must be employed members of the company they represent who are familiar with the workplace's working environment and the occupational safety and health regulations. When a deputy occupational safety and health representative attends to the duties of an occupational safety and health representative, the deputy occupational safety and health representative shall have the same rights and obligations as the occupational safety and health representative.

### 2. Election of occupational safety and health representatives and deputy occupational safety and health representatives

The Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (Occupational Safety and Health Enforcement Act) shall be complied with in the election of occupational safety and health representatives and deputy occupational safety and health representatives. Occupational safety and health representatives and deputy occupational safety and health representatives shall be elected for the business entity formed by CGI Suomi Oy. Shop stewards shall participate in the organising of the election of occupational safety and health representatives, as necessary.

### 3. Status and duties of occupational safety and health representatives

The status and duties of occupational safety and health representatives are described in the Occupational Safety and Health Enforcement Act. The main duties of occupational safety and health representatives shall be:

- maintaining and developing an ongoing dialogue between the employer and staff regarding the safety and healthiness of work;
- providing member-level information on occupational safety and health matters for discussion in cooperation with the employer;
- attending the meetings of CGI's Occupational Safety and Health Committee;
- contributing to the assessment of workplace risks and hazards together with the employer;
- participating in workplace surveys carried out by occupational health care; and

- participating in occupational safety and health inspections if the inspector deems it necessary.

After the election of occupational safety and health representatives and, if necessary, during their term, the occupational safety and health representatives shall decide among themselves on their division of responsibilities at any given time. If the occupational safety and health representatives disagree on the division of responsibilities, the Chair of CGI's Occupational Safety and Health Committee shall decide on the division of responsibilities.

## 4. Occupational safety and health representatives' right of access to information

Occupational safety and health representatives shall have the right to receive from the employer the information necessary for the performance of their cooperation tasks. Regarding the right of access to information, the Occupational Safety and Health Enforcement Act shall be complied with. Information received from the employer shall be kept confidential.

## 5. Use of occupational safety and health representatives' time

Occupational safety and health representatives shall be relieved of their regular duties for a reasonable period of time necessary for carrying out the occupational safety and health representative's duties. Regarding the use of time, the Occupational Safety and Health Enforcement Act shall be complied with.

## 6. Remuneration of occupational safety and health representatives

The compensations for occupational safety and health representatives are confirmed annually as part of the salary settlement and observed as part of this collective agreement.

## 7. Job security of occupational safety representatives

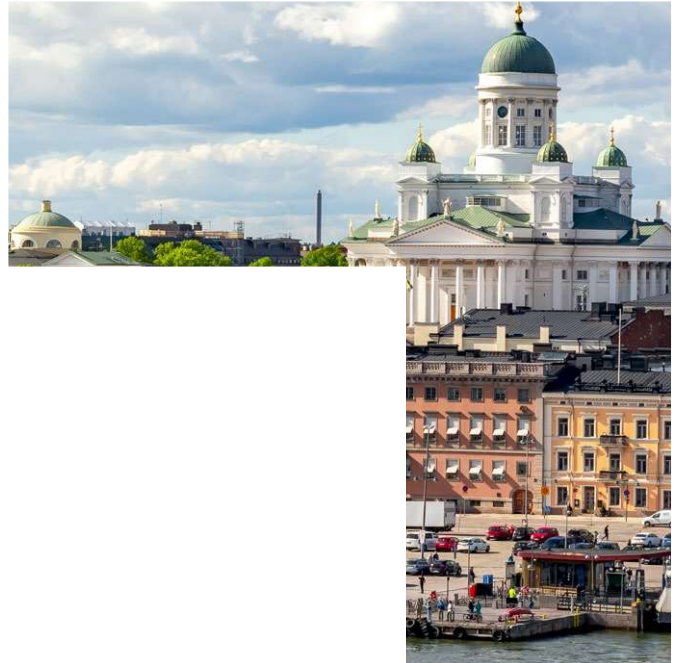
Occupational safety representatives shall enjoy protection against dismissal and lay-offs as referred to in chapter 7, section 10 of the Employment Contracts Act. Instead of compensatory fines, the employer shall pay compensation in accordance with the Employment Contracts Act to any occupational safety representatives whose employment contract was terminated without cause.

## 8. Procedure for dispute resolution

If an occupational safety representative deems that the occupational safety representative's job security has been violated, the dispute may be referred for resolution as specified in chapter 13, section 7 of the collective agreement.

## 9. Training related to an occupational safety representative's duties

The parties to the nationwide collective agreement of the IT service sector have a training workgroup. To the extent possible, the occupational safety representatives and deputy occupational safety representatives shall be given the opportunity to participate in the training approved in the training workgroup. Occupational safety and health representatives and deputy occupational safety and health representatives may participate in the courses approved by the training workgroup without any reduction in their salary. Participation in a training event shall not result in a reduction in annual leave, pension or other comparable benefits.



## About CGI

### Insights you can act on

Founded in 1976, CGI is among the largest IT and business consulting services firms in the world.

We are insights-driven and outcomes-based to help accelerate returns on your investments. Across hundreds of locations worldwide, we provide comprehensive, scalable and sustainable IT and business consulting services that are informed globally and delivered locally.

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