EUROPEAN COMMITTEE OF SOCIAL RIGHTS
COMITÉ EUROPÉEN DES DROITS SOCIAUX

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Case Document No. 5

The Finnish Trade Union of Education (OAJ) v. Finland
Complaint No. 256/2025

SUBMISSIONS OF THE GOVERNMENT ON THE MERITS INCLUDING ITS RESPONSE TO ETUC'S THIRD PARTY COMMENTS

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Ministry for Foreign Affairs of Finland
Legal Service
Unit for Human Rights Courts
and Conventions

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Mr Henrik Kristensen
Executive Secretary
European Committee of Social Rights

Ref. 112/2026 GS/MS and 138/2026 GS/MS

Complaint No. 256/2025
THE FINNISH TRADE UNION OF EDUCATION (OAJ) V. FINLAND
OBSERVATIONS ON THE MERITS OF THE COMPLAINT AND COMMENTS ON THE THIRD-PARTY INTERVENTION

Sir,

With reference to your letters of 11 June 2026, 15 July 2026 and 31 July 2026 concerning complaint no. 256/2025, I have the honour, on behalf of the Government of Finland, to submit the following observations on the merits of the complaint and comments on the third-party intervention.

OBSERVATIONS ON THE MERITS OF THE COMPLAINT

General

1. The Government observes that the present complaint has been lodged by the Finnish Trade Union of Education (*Opetusalan Ammattijärjestö, Undervisningssektorns Fackorganisation* OAJ, later “the complainant organisation”) on 18 December 2025.

2. The Government observes that the complainant organisation alleges that Finland has violated Articles 6 and G of the Revised European Social Charter (later, "the Charter). More precisely, the complainant organisation alleges that Finland has violated the promotion of joint consultations (Article 6 § 1), the promotion of collective bargaining (Article 6 § 2), the establishment and use of appropriate machinery for conciliation and voluntary arbitration (Article 6 § 3) and the right of workers and employers to collective action (Article 6 § 4 in relation to Article G).

3. Finland has ratified the Revised European Social Charter on 21 June 2002 and declared itself bound by the aforementioned articles. The Revised Charter has entered into force in Finland on 1 August 2002 (Finnish Treaty Series nos. 78 ja 80/2002).

4. The Government observes that by its decision of 19 May 2026 the European Committee of Social Rights (later, "the Committee"), without prejudice to its decision on the merits of the complaint, declared the complaint admissible and invited the Government to make written submissions on the merits of the complaint.

5. At the outset, with regard to the allegations raised by the complainant organisation in the present complaint, the Government emphasises that the fact that the Government does not expressly address each and every allegation should not be interpreted as acceptance of those allegations.

6. Accordingly, the Government rejects all allegations made by the complainant organisation.

7. To this effect, the Government presents the following observations on the complainant organisation's allegations.

On the relevant domestic law and practice

Freedom of assembly and freedom of association

8. Section 13 of the Constitution of Finland (*Suomen perustuslaki, Finlands grundlag*; 731/1999) provides for freedom of assembly and freedom of association, including the freedom to form trade unions and freedom to organise:

> *(1) Everyone has the right, without obtaining a permit, to arrange meetings and demonstrations and to participate in them.*
>
> *(2) Everyone has the freedom of association. Freedom of association entails the right, without a permit, to form an association, to be or not to be a member of an association and to participate in the activities of an association. The freedom to form trade unions and the freedom to organise in order to look after other interests are likewise safeguarded.*
>
> *(3) Further provisions on the exercise of the freedom of assembly and the freedom of association are laid down by an Act of Parliament.*

9. Section 1 of chapter 13 of the Employment Contracts Act (*työsopimuslaki, arbetsavtalslag*; 55/2001) stipulates on freedom of association:

> ***Freedom of association***
>
> *(1) Employers and employees have the right to belong to associations and to be active in them. They also have the right to establish lawful associations. Employers and employees are likewise free not to belong to any of the associations referred to above. Prevention or restriction of this right or freedom is prohibited.*
>
> *(2) Any agreement contrary to the freedom of association is null and void.*

10. Other provisions on the freedom of association regarding public servants and officeholders are contained in the Act on Public Officials in Central Government (*valtion virkamieslaki, statstjänstemannalag*; 750/1994) and in the Act on Officials in Local Government and Wellbeing Services Counties (*laki kunnan ja hyvinvointialueen viranhaltijasta, lag om tjänsteinnehavare i kommuner och välfärdsområden*; 304/2003), among others.

On the Finnish collective agreements system

11. In Finland, the terms of employment are largely determined based on sector-specific collective agreements. The eligibility of the parties to collective agreements to agree on the terms of employment is based on their general regulatory competence, laid down in section 1 of the Collective Agreements Act (*työehtosopimuslaki, lag om kollektivavtal*; 436/1946). Section 1 of the Act provides as follows:

> *A collective agreement within the meaning of this Act is any agreement concluded by one or more employers or registered associations of employers and one or more registered associations of employees, concerning the conditions to be complied with in contracts of employment or in employment generally.*

12. A collective agreement is therefore a normative agreement that determines the content of other agreements.

13. Section 4, subsection 1 of the Collective Agreements Act lays down provisions on parties bound by a collective agreement:

> *A collective agreement shall be binding on*
>
> *1) the employers and associations who or which concluded the collective agreement or subsequently accede to the agreement in writing and with the consent of the parties;*
>
> *2) registered associations which are subordinated directly or through one or more intermediaries to the associations mentioned in the preceding point; and*
>
> *3) employers and employees who are, or during the period of the agreement were members of an association bound by the agreement; and the said employers and employees shall be required to observe the provisions of the collective agreement in all contracts of employment concluded between them.*

14. An employer who is bound by a collective agreement based on membership in an employers' association or directly as a party to a collective agreement is under the Collective Agreements Act obliged to observe the agreement as minimum terms of employment for employees. Under section 4, subsection 2 of the Collective Agreements Act, an employer must comply with the provisions of the collective agreement also in the employment relationships of employees who are non-organised or members of another association that has concluded the collective agreement.

15. Section 4, subsection 2 of the Collective Agreements Act provides the following:

> *Similarly, an employer bound by a collective agreement shall not conclude, within the area covered by the agreement, any contract of employment containing clauses which are at variance with the collective agreement with an employee who, though not bound by the said agreement, performs work covered by the collective agreement.*

16. Section 6 of the same Act contains a provision on conflict resolution in cases where the employment contract differs from the collective agreement provision to the detriment of the employee. According to the section:

> *Where any part of a contract of employment is at variance with a collective agreement applicable thereto, such part of the contract of employment shall be invalid and superseded by the corresponding provisions of the collective agreement.*

17. As observed above, collective agreements can be used to agree on the terms of employment of employees who are covered by the agreement, within the limits laid down in the Collective Agreements Act.

18. The normally applicable nature of agreements, provided for in the Collective Agreements Act, is complemented by their general applicability, laid down in the Employment Contracts Act. Sectoral collective agreements are confirmed to be generally applicable if they fulfil the criteria for a generally applicable collective agreement, laid down in the Employment Contracts Act. Non-organised employers operating within the scope of application of the collective agreement must comply with generally applicable collective agreements without joining the very collective agreement.

19. Chapter 2, section 7 of the Employment Contracts Act provides the following:

> *(1) The employer shall observe at least the provisions of a national collective agreement considered representative in the sector in question (generally applicable collective agreement) on the terms and working conditions of the employment relationship that concern the work the employee performs or nearest comparable work.*
>
> *(2) Any term of an employment contract that is in conflict with an equivalent term in the generally applicable collective agreement is null and void, and the equivalent provision in the generally applicable collective agreement shall be observed instead.*
>
> *(3) In derogation from what is laid down in subsection 1, an employer which is required under the Collective Agreements Act (436/1946) to observe a collective agreement in which the other contracting party is a national employee organisation is allowed to apply the provisions of this collective agreement.*

20. The provisions of a generally applicable collective agreement have the same automatic and binding effect as the terms and conditions of a collective agreement binding under the Collective Agreements Act. Firstly, this means that the provisions of a generally applicable collective agreement must be automatically complied with in employment relationships. The mandatory nature of the provisions of such collective agreement, in turn, means that an individual term of an employment contract in conflict with it is null and void. Provisions to this effect are laid down in chapter 2, section 7, subsection 2 of the Employment Contracts Act (referred above). The said subsection serves as a conflict resolution rule, showing that the provisions of a generally applicable collective agreement override the terms of an employment contract that are weaker for the employee than those of such a collective agreement. The invalidity of an individual contractual term does not affect the other terms of the employment contract; instead of a null and void term, the corresponding provision of a generally applicable collective agreement must be observed.

21. A generally applicable collective agreement unilaterally obliges the employer to comply with its provisions as minimum terms of employment. On the other hand, an employer with an obligation under the Collective Agreements Act to comply with a collective agreement whose other contracting party is a national employee association is exempted from complying with the provisions of a generally applicable collective agreement as minimum terms of employment (see chapter 2, section 7, subsection 3 referred above). Under the Employment Contracts Act, a normally applicable collective agreement thus takes precedence over a generally applicable one when it has been concluded on the employees' side by a national employee federation.

22. Accordingly, where an employer is not bound by a collective agreement under the Collective Agreements Act, the minimum terms of employment are determined on the basis of a generally applicable collective agreement, provided that such an agreement exists in the sector concerned.

23. The Government notes that the Committee for the Confirmation of the General Applicability of Collective Agreements, operating under the Ministry of Social Affairs and Health, confirms by its decision whether a national collective agreement is generally applicable.

24. Furthermore, the Government notes that the parties that have concluded the collective agreement are responsible for supervising compliance with it. The labour protection authorities monitor compliance with generally applicable collective agreements and with local agreements that are based on their provisions.

25. The Government notes that the coverage of collective agreements in Finland is high by European standards. It reflects the proportion of wage and salary earners employed by organised employers of the total number of employees in the participating sector. According to a study published in 2024 ("Coverage of collective agreements in 2021/2022"; publications of the Ministry of Economic Affairs and Employment in 2024:7), the total coverage of collective agreements in the private sector was 64 per cent. It indicates the proportion of private sector employees that worked for organised employers in 2021. When considering employees covered by collective agreements based on general applicability, coverage in the private sector was around 84 per cent. When also including the public sector, where agreements cover all employees, the total coverage in 2021 was 88.8 per cent of all salary earners.

Local collective bargaining

26. The Government notes that parties to a collective agreement may transfer some of their decision-making powers to be used by local parties that are bound by the collective agreement. In other words, the parties to a collective agreement may delegate some of their decision-making powers to local parties bound by the collective agreement, by setting in the provisions on such exceptional agreements substantive, party-specific and procedural conditions for local collective bargaining. Collective bargaining based on a collective agreement thus requires that the national collective agreement includes authorisation for local bargaining. A shop steward is often defined as the contracting party.

27. During the current government term, the Government has reformed the regulation of local collective bargaining. These amendments entered into force on 1 January 2025.

28. A provision on local collective bargaining based on a generally applicable collective agreement was added to the Employment Contracts Act (chapter 2, section 7a) that provides the following:

> *(1) A local agreement based on a generally applicable collective agreement may be concluded within the limits allowed by the collective agreement in compliance with the provisions concerning the parties to the collective agreement and the procedures to be applied. However, the provisions of the collective agreement concerning the negotiation process need not be observed when concluding a local agreement. Unless otherwise agreed, the agreement is binding on all employees covered by the collective agreement.*
>
> *(2) If, under a collective agreement, a shop steward is required to be a party to a local agreement, the agreement is concluded with the shop steward. In this case, the shop steward represents all employees to whom the collective agreement in question applies. However, employees who are not members of an employees' association bound by a collective agreement have the right to elect from among themselves, by majority vote, an elected representative alongside the shop steward to represent them in matters concerning the local agreement. In this case, the local agreement shall be concluded with the shop steward and with the elected representative.*
>
> *(3) If, under a collective agreement, a shop steward is required to be a party to a local agreement, but no shop steward has been elected and the collective agreement does not include any provisions ensuring equitable bargaining conditions and detailing how to proceed in the absence of a shop steward, the local agreement may, notwithstanding the collective agreement, be concluded with the elected representative.*
>
> *(4) When concluding a local agreement with the elected representative in the manner referred to in subsection 2 or 3, the employer shall, in addition to the procedures laid down in the collective agreement, provide the elected representative with the information necessary for concluding the agreement and afford the elective representative an adequate reflection period when negotiating the agreement and an opportunity to discuss the significance of the agreement with the personnel. Regardless of its duration, the agreement can be terminated by either side with a three-month notice period, unless otherwise provided in the collective agreement or unless the local agreement provides for a shorter notice period.*

(5) *The local agreement shall be made in writing, and the employer shall deliver it to the occupational safety and health authorities within one month after the conclusion of the agreement. However, this subsection does not apply to an agreement concluded with an individual employee.*

29. The Government notes that these legislative amendments made it also possible to conclude, in the manner corresponding to that applied in non-organised workplaces, a local agreement even in the field of normally applicable agreements in situations where the employees have not elected a shop steward but the collective agreement provisions on local collective bargaining require that the employees have a shop steward as a contracting party. Provisions on this are laid down in section 5a of the Collective Agreements Act.

30. Section 5a, subsection 1 of the Collective Agreement Act provides as follows:

(1) *If the collective agreement enables the conclusion of a local agreement between the employer and the shop steward but does not include any provisions ensuring equitable bargaining conditions and detailing how to proceed in the absence of a shop steward, the local agreement may, notwithstanding the collective agreement, be concluded with the elected representative. Unless otherwise agreed, the agreement is binding on all employees covered by the collective agreement.*

31. When a local agreement is concluded in a situation referred to above, the procedural provisions of the collective agreement shall be complied with, apart from requirements concerning personnel representatives. In addition, the Act lays down provisions on the information to be provided to the elected representative and on the right to discuss the importance of the agreement together with the employees.

Labour Disputes

32. The Government notes that the Act on Mediation in Labour Disputes (*laki työriitojen sovittelusta ja eräiden työtaistelutoimenpiteiden edellytyksistä, lag om medling i arbetstvister och om villkor för vissa stridsåtgärder*, 420/1962) lays the foundation for a conciliation system for avoiding industrial action and for certain requirements to be met before industrial action can be taken.

33. The legislation on industrial peace has also been amended during the ongoing government term. The amendments concern, among others, the Act on Mediation in Labour Disputes and the Collective Agreements Act. These amendments entered into force on 18 May 2024.

34. The relevant provisions of the said Act on Mediation in Labour Disputes provide as follows:

Chapter 1
National Conciliator, conciliators and conciliation boards

Section 1 (354/2009)
Purpose and scope of application (247/2024)

(1) *There shall be the office of a National Conciliator for the purpose of promoting the functioning of the labour market and providing mediation in labour disputes. In addition, a sufficient number of part-time conciliators may be appointed. Provisions concerning the appointment of the National Conciliator and the National Conciliator's deputies, qualification requirements for the National Conciliator, and the appointment of conciliators, requirements for appointment as a conciliator and conciliators' terms of office are laid down by government decree.*

(2) *A conciliation board may be appointed for a particular conciliation duty. The conciliation board is chaired by the National Conciliator or a part-time conciliator. Provisions on appointment of the conciliation board are laid down by government decree.(816/2024)*

(3) *Provisions are laid down in this Act on the mediation of labour disputes as well as on the conditions for certain forms of industrial action. The provisions of this Act concerning associations of employers also apply to other parties to collective agreements representing employers. (307/2025)*

Section 3
Duties of the National Conciliator (24//2024)

(1) The National Conciliator shall have an office attached to the Ministry of Economic Affairs and Employment. The office is headed by the National Conciliator. Provisions concerning the appointment and engagement of the National Conciliator's office staff are issued by government decree.

(2) The National Conciliator shall:

1) in cooperation with the labour market organisations, endeavour to further the relationships between employers and employees, public officials and local government officials and their associations; (307/2025)

2) at the request of the parties, chair negotiations for the conclusion of a collective agreement or appoint a conciliator to chair such negotiations;

3) direct conciliation in labour disputes throughout the country and, when necessary, appoint a conciliator to discharge a particular conciliation duty either independently or as an assistant to the National Conciliator;

4) where necessary, chair the conciliation board or assign a conciliator to serve as chair; (816/2024)

5) carry out the other duties entrusted to the National Conciliator by the Government. (816/2024)

***Section 8a** (247/2024)*
Restrictions on solidarity action

(1) Industrial action to support the demands made in another labour dispute (solidarity action) may not be implemented outside the obligation to maintain industrial peace when the industrial action supported seeks an objective other than a collective agreement and the solidarity action is to be considered disproportionate in the manner referred to in subsection 2 or 3.

(2) Solidarity action is to be considered disproportionate when:

1) the employer's service or production activities are restricted beyond those activities that are in service of or benefit the employer subject to the main dispute; and
2) the restriction causes the employer whose employees take part in the solidarity action or its contractual partner harmful consequences that, given the circumstances, cannot be deemed reasonable.

(3) When solidarity action is implemented in order to show support without such action having an immediate effect on the activities of the employer that is subject to the main dispute, the solidarity action may not cause harmful consequences that are disproportionate relative to the main dispute.

(4) Solidarity action when the obligation to maintain industrial peace is in force is subject to section 8a of the Collective Agreements Act (436/1946).

***Section 11** (816/2024)*
Achieving a settlement

(1) In the discharge of conciliation duties the conciliator, having thoroughly reviewed the dispute and the factors materially impacting on its assessment as well the demands of the parties, shall endeavour to induce the parties to determine the precise matters in dispute and to limit them to as few as possible, and shall seek to bring about a settlement mainly on the basis of the parties' own proposals and offers, suggesting such concessions and adjustments as appropriateness and fairness seem to require.

(2) In order to safeguard the overall interests of the national economy, the conciliator shall discharge the conciliation duties in a way that ensures the wage formation process operates effectively and the functioning of the labour market is not jeopardised.

35. Moreover, section 8a of the Collective Agreements Act provides as follows:

(1) When the obligation to maintain industrial peace applies, an industrial action in support of claims made in the context of another labour dispute (solidarity action) shall not be implemented if deemed disproportionate in the manner referred to in the act.

(2) Solidarity action is to be considered disproportionate when:

1) the employer's service or production activities are restricted beyond those activities that are in service of or benefit the employer subject to the main dispute; and
2) the restriction causes the employer whose employees take part in the solidarity action or its contractual partner harmful consequences that, given the circumstances, cannot be deemed reasonable.

(3) When solidarity action is implemented in order to show support without such action having an immediate effect on the activities of the employer that is subject to the main dispute, the solidarity action may not cause harmful consequences that are disproportionate relative to the main dispute.

Observations on the complainant organisation's allegations concerning the obligation to promote joint consultation between workers and employers

36. The Government observes that the complainant organisation alleges that the Government of Finland has violated its obligation under Article 6 § 1 of the revised European Social Charter to promote joint consultation between workers and employers.

37. Article 6 § 1 reads as follows:

Article 6 – The right to bargain collectively

With a view to ensuring the effective exercise of the right to bargain collectively, the Parties undertake:

1) to promote joint consultation between workers and employers;

(--).

38. According to the complainant organisation, the Government has sought to substitute consultation between social partners with a parallel local consultation system based on non-unionisation.

39. The Government observes that this refers to the local collective bargaining reform which entered into force on 1 January 2025, and particularly to chapter 2, section 7a of the Employment Contracts Act, which provides for local bargaining in sectors governed by a universally applicable collective agreement.

40. The complainant organisation maintains that the reform undermines the ability of workers to defend their rights and interests and enables businesses to ignore national collective agreements.

41. The Government rejects these allegations.

42. According to your Committee, joint consultation, within the meaning of Article 6 § 1, is consultation between workers and employers or the organisations that represent them on terms of equality with a view to consultation on all questions of mutual interest at every level (Conclusions I (1969), Statement of Interpretation on Article 6 § 1, see also Conclusions IV (1975), Statement of Interpretation on Article 6 § 1).

43. The expression “joint consultation” is to be interpreted as being applicable to all kinds of consultation between the two sides of industry – with or without any government representatives – on condition that both sides of industry have an equal say in the matter (Conclusions V (1977), Statement of Interpretation on Article 6 § 1).

44. The Government notes that the Committee interprets Article 6 § 1 to mean that States Parties must take positive steps to encourage consultation between trade unions and employers’ organisations (*Centrale générale des services publics (CGSP) v. Belgium*, Complaint No. 25/2004, decision on the merits of 9 May 2005, § 41). If such consultation does not take place spontaneously, States Parties should establish permanent bodies and arrangements in which trade unions and employers’ organisations are equally and jointly represented (*Centrale générale des services publics (CGSP) v. Belgium*, Complaint No. 25/2004, decision on the merits of 9 May 2005, §41, citing Conclusions XVI-2 (2004), Hungary).

45. Furthermore, consultation must take place on several levels: national, regional/sectoral and enterprise (Conclusions 2010, Ukraine). It should take place in the private and public sector, including the civil service (Conclusions III (1973), Denmark, Germany, Norway, Sweden; *Confederazione Generale Italiana del Lavoro (CGIL) v. Italy*, Complaint No. 140/2016, decision on the merits of 22 January 2019, § 107).

46. The Government stresses that Finland fulfils its obligations pursuant to Article 6 § 1 of the Charter in various ways. Social dialogue is promoted in bodies established by the Government. Legislation concerning working life, social security and pensions is prepared in tripartite working groups that include representatives of different social partners. Furthermore, the national implementation of EU employment directives is also prepared on a tripartite basis.

47. The Government emphasises that in employment-related matters, tripartite dialogue is active overall. Examples of tripartite cooperation include the Equal Pay Programmes[1] aimed at narrowing the gender pay gap, which have been implemented for several years, and the recently published National Working Life Development Strategy, which was prepared collaboratively by social partners, working life specialists and government representatives[2].

48. Moreover, pending EU employment initiatives and the formulation of Finland's positions on them are handled under the lead of the competent ministries in sector-specific sub-committees on EU affairs, which include representatives of the social partners. The regularly convening sub-committees help ensure that social partners receive information about the drafting of EU legislation and have the opportunity to influence the formulation of Finland's position.

49. Furthermore, the Government emphasises that the collective bargaining right of workers and employers and the organisations representing them is safeguarded in national legislation, as described also later. With regard to the promotion of collective bargaining, reference is made to the measures concerning Article 6, paragraph 2, discussed below.

50. Moreover, the Government underscores that, in its Conclusions of 2022, the Committee took into account social partners engaging routinely in joint consultation at the sector level on a variety of issues or mutual interests, and that collective agreements contain clauses on joint consultation. The Committee further noted that at the national level, employees’ and employers’ organisations engage in joint consultation on different issues pertaining to working conditions. In addition, it noted that the the legislation on employment and pensions is drafted in a tripartite procedure, and that advisory bodies operating at ministerial level include representatives of employees’ and employers’ organisations. On this basis, the Committee concluded that the situation in Finland is in conformity with Article 6 § 1 of the Charter.

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[1] Equal Pay Programme 2024–2027: Programme-based measures of the Government and central labour market organisations. Available at: https://urn.fi/URN:ISBN:978-952-00-6872-1.
[2] National Working Life Development Strategy to 2035. Available at: https://urn.fi/URN:ISBN:978-952-383-120-9.

51. Taking into account all of the above, the Government stresses that Finland clearly fulfils its obligations under Article 6 § 1 of the Charter through a comprehensive range of legislative, policy and practical measures aimed at promoting joint consultation between workers and employers.

Local bargaining reform

52. With regard to the complainant organisation's allegations concerning the local bargaining reform, the Government emphasises that the significance of international obligations binding on Finland was assessed during the preparation of the local bargaining reform, which was based on the Prime Minister Petter Orpo's Government Programme.

53. The Government emphasises that the compatibility of the proposed legislation with both the Constitution of Finland and Finland's international obligations, including with regard to the contractual autonomy of social partners, was thoroughly assessed in the Government Proposal (HE 85/2024 vp, pp. 105-109). According to the assessment, the reform did not raise any issues with respect to Article 6 of the Charter.

54. The Government notes that the reform sought to:

1) expand the opportunities for local bargaining on the basis of a generally applicable sectoral collective agreement;
2) enable, under certain conditions, local bargaining to be conducted on the basis of a sectoral collective agreement with an elected representative in the absence of a shop steward;
3) enable more extensive derogations from labour legislation in a company-level agreement.

55. The Government notes that in Finland, under chapter 2, section 7 of the Employment Contracts Act, non-unionised employers are required to observe at least the provisions of a national collective agreement considered representative in the sector in question (generally applicable collective agreement) on the terms and working conditions of the employment relationship that concern the work the employee performs or nearest comparable work. General applicability is based on legislation, not the contractual autonomy of the parties. Therefore, local bargaining based on a collective agreement in a sector governed by a generally applicable collective agreement can be expanded by law.

56. The Government further notes that the reform removed the statutory prohibitions on local bargaining applied to employers following a generally applicable collective agreement. In sectors governed by a generally applicable collective agreement, it was previously prohibited for company-level agreements to derogate from certain provisions of labour legislation even when this was possible under the collective agreement.

57. Moreover, workplaces without a shop steward did not have equal opportunities for local bargaining. In many collective agreements, the shop steward is required to be a party to a company-level agreement, but workplaces do not necessarily elect a shop steward. There are many such workplaces in unionised sectors, as well. If the workers are not unionised, it is impossible to elect a shop steward in the first place.

58. The Government notes that previous legislation treated unionised and non-unionised employers and workers differently in terms of local bargaining based on a collective agreement. Thus, the reform is significant in view of the negative aspect of the freedom of association (*i.e.* right not to be compelled to join an association or union).

59. The Government highlights that the negative aspect of the freedom of association is safeguarded in the Constitution of Finland.

60. Furthermore, it is also recognised in the case-law of the European Court of Human Rights in relation to Article 11 of the European Convention on Human Rights (see for example, *Young, James and Webster v. the United Kingdom*, 13 August 1981, Series A no. 44). When assessing the legislative reform, the Constitutional Law Committee of Parliament drew attention to the fact that provisions enabling local bargaining in non-unionised workplaces would narrow differences between unionised and non-unionised employers and thus mitigate the fundamental rights restriction affecting the negative aspect of the freedom of association of non-unionised employers as well as their freedom of contract (Constitutional Law Committee statement PeVL 52/2024 vp, paragraph 9).

61. Moreover, differences in access to local bargaining undermined the equal competitive position of employers. What was also at issue was the right of non-unionised workers and workers organised in another employee association to elect themselves a representative for local-bargaining questions.

62. The Government highlights that the reform contains several elements safeguarding the contractual autonomy of social partners and the equal negotiating position of workers.

63. In furtherance of these safeguards, local bargaining, within the meaning of chapter 2, section 7a of the Employment Contracts Act, is based on an authorisation in the sectoral collective agreement. The new legislation offers national parties to collective agreements the opportunity to mutually agree the limits to local bargaining and the procedure to be followed in the absence of a shop steward.

64. Accordingly, pursuant to their contractual autonomy, national parties to collective agreements determine how the provisions of collective agreements can be complemented at the local level and what derogations are allowed. Contractual autonomy allows the parties to collective agreements to restrict the freedom of contract of local contracting parties or let the local parties exercise their discretion with regard to the content of the agreement.

65. As specified in the new legislation (chapter 2, section 7a of the Employment Contracts Act and section 5a of the Collective Agreements Act), in local bargaining based on a collective agreement, the personnel are chiefly represented by the shop steward if the collective agreement so requires. However, in sectors governed by a generally applicable agreement, employees who are not members of an employees’ association bound by a collective agreement are allowed to elect themselves a representative for questions concerning local bargaining. In such sectors, shop stewards and elected representatives have parallel competence to conclude a company-level agreement. If non-unionised workers do not elect themselves a representative, they too are represented by the shop steward.

66. Pursuant to the law, the elected representative can also act as a party to the agreement if the collective agreement – whether generally applicable or ordinary – requires the shop steward to be a party but no shop steward has been elected and the collective agreement does not contain provisions on the procedure to be followed in such cases. In the collective agreement, the parties can agree the procedure to be followed if no shop steward has been elected in the workplace.

67. Thus, the reform strengthened the position of shop stewards in sectors governed by a generally applicable collective agreement, where their role had previously lacked legal clarity.

68. Moreover, employers' statutory obligations ensure an equal negotiating position for the elected representative and prevent irregularities related to local bargaining. If a company-level agreement is concluded with the elected representative, the employer is required to provide the elected representative with the information necessary for concluding the agreement. Furthermore, the elected representative must be afforded an adequate reflection period when negotiating an agreement and the opportunity to discuss the significance of the agreement with the personnel. Under the law, company-level agreements are also subject to a three-month notice period. The option to terminate an agreement is an important protective element for the elected representative and personnel, should the agreement have been concluded under inappropriate conditions.

69. Thus, the legislation incorporates safeguards aimed at protecting the position of employees.

70. An employer following a generally applicable collective agreement must, under threat of a negligence fee, submit the company-level agreement to the occupational safety and health authorities. The latter supervise the concluding of company-level agreements based on a generally applicable collective agreement in cooperation with the parties to the collective agreement. Supervision aims to ensure that company-level agreements are concluded in accordance with the Employment Contracts Act, within the scope of the authorisation granted in the generally applicable collective agreement and in accordance with the procedures set out in it. The occupational safety and health authorities also supervise the content of and compliance with company-level agreements concluded on the basis of a generally applicable collective agreement.

71. The Government observes that Article 6 of the Charter does not include provisions on the position of the workers' representative. However, Part II of the Appendix to the Charter contains a reference to Article 21 (the right to information and consultation), specifying that workers' representatives mean persons who are recognised as such under national legislation or practice.

72. The Government notes that during the preparation of the legislative reform, the position in local bargaining of an elected representative of non-unionised workers was assessed particularly in view of ILO Convention No. 135 (*Convention Concerning Protection and Facilities to be Afforded to Workers' Representatives in the Undertaking*, 1971, Finnish Treaty Series no. 84/1976). Legislation guarantees the shop steward's primary right to represent workers in concluding a company-level agreement as specified in the ILO Convention framework. However, non-unionised workers and workers belonging to another trade union are granted the right to elect themselves a representative for questions concerning the company-level agreement. Pursuant to Article 5 of ILO Convention No. 135, it may be considered permissible for representatives of unionised and non-unionised workers to operate alongside one another in the workplace.

73. The Government observes that the present complaint alleges that the Government of Finland has, in conflict with Article 6, paragraph 1 of the Charter, created a local bargaining system for non-unionised workers and employers that functions in parallel with the unionised field.

74. In this regard, it bears noting that Article 6, paragraph 1 of the Charter does not expressly and solely apply to the promotion of consultation between trade unions and employers' organisations. The obligation to promote joint consultation between workers and employers applies equally to unionised and non-unionised parties. In this connection, the Government refers especially to paras. 42-43 above.

75. On the above grounds, the Government holds that the local bargaining reform does not conflict with the obligations arising from Article 6 § 1 of the Charter.

Observations on the complainant organisation's allegations concerning the obligation to promote collective bargaining

76. The Government observes that the complainant organisation alleges that the Government of Finland has violated its obligation under Article 6 § 2 of the Charter to promote, where necessary and appropriate, machinery for voluntary negotiations between employers or employers' organisations and workers' organisations, with a view to the regulation of terms and conditions of employment by means of collective agreements.

77. Article 6 § 2 reads as follows:

> ***Article 6 – The right to bargain collectively***
>
> *With a view to ensuring the effective exercise of the right to bargain collectively, the Parties undertake:*
>
> *(--)*
>
> *2) to promote, where necessary and appropriate, machinery for voluntary negotiations between employers or employers' organisations and workers' organisations, with a view to the regulation of terms and conditions of employment by means of collective agreements;*

(--).

78. According to the complainant organisation, this alleged violation of Article 6 § 2 occurred in two distinct stages. First, the complainant organisation claims that, in 2016, the government dictated the course of negotiations, threatening to override the social partners' negotiations with legislation unless working conditions were agreed as determined by the Government. Second, in 2023, the Government allegedly took a leading role in industrial relations and regulated the bargaining system through legislation, thus bypassing the social dialogue. In this regard, the present complaint refers to initiatives based on the Government programme, which focus on local bargaining, conciliation of labour disputes and restrictions on the right to sympathy strikes. The complainant organisation alleges that the Government of Finland replaced, in advance, negotiations between parties and regulation through collective agreements, contrary to the requirements of Article 6 § 2.

79. The Government rejects these claims.

80. The Government observes that the Committee has constantly held under Article 6 § 2 that domestic law must recognise that employers' and workers' organisations may regulate their relations by collective agreement. If necessary and useful, and in particular, if the spontaneous development of collective bargaining is not sufficient, positive measures should be taken to facilitate and encourage the conclusion of collective agreements. Whatever the procedures put in place, collective bargaining should remain free and voluntary (Conclusions I (1969), Statement of Interpretation on Article 6§2, see among others *Irish Congress of Trade Unions v. Ireland*, Complaint No. 123/2016, decision on the merits of 19 September 2018, §93)

81. The Government underscores that Finland's legislative framework effectively enables collective bargaining throughout the private and public sectors, both nationwide and at the company level. Collective agreements negotiated by the national social partners play a central role in determining terms and conditions of employment.

82. The Government stresses that the position of trade unions and employers' organisations as parties to negotiation is recognised in national legislation on collective agreements in accordance with Article 6 of the Charter and other international obligations binding on Finland.

83. The Collective Agreements Act (*työehtosopimuslaki, lag om kollektivavtal*, 436/1946) contains provisions on the right of employers' organisations, employers and workers' organisations to conclude agreements on the terms and conditions of employment that bind both the employer and the workers. Under section 1, subsection 2 of the Act, employers' organisations are organisations that have as a specific object to safeguard the employers' interests regarding employment, and correspondingly, workers' organisations have as a specific object to safeguard the workers' interests. Separate provisions have been issued on collective agreements in the public sector.[3] The freedom to form trade unions and the related right to bargain collectively and the right to collective action are fundamental rights safeguarded in section 13, subsection 2 of the Constitution of Finland.

84. In Finland, the determination of minimum terms and conditions of employment through collective agreements is promoted by the statutory system of generally binding collective agreements. Under chapter 2, section 7 of the Employment Contracts Act, employers are required to observe at least the provisions of a generally applicable collective agreement.

85. Employers are required under the law to submit the collective agreement to the Ministry of Social Affairs and Health for the confirmation of general applicability. Moreover, the occupational safety and health authorities monitor compliance with generally applicable collective agreements.

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[3] Act on Collective Agreements for Local Government and Wellbeing Services County Officials (669/1970), Act on Collective Agreements for Local Government and Wellbeing Services County Employees (670/1970), Act on Collective Agreements for Central Government Officials (664/1970), Act on Collective Agreements for Public Officials of the Evangelical Lutheran Church (968/1974), Act on the Office of the President of the Republic of Finland (100/2012), Act on Public Officials of the Bank of Finland (1166/1998) and Act on Parliamentary Public Officials (1197/2003)

86. In this connection, the Government reiterates that based on general applicability, and taking into account public sector wage-earners, collective agreements covered nearly 89% of all wage-earners in 2020–2021.[4]

87. This level of coverage demonstrates the extent to which collective bargaining is promoted and functions effectively in practice in Finland. By comparison, the Committee has found that where collective agreements cover only 30% of employees, voluntary collective bargaining cannot be regarded as being sufficiently promoted in practice (Conclusions 2018, Slovak Republic). Finland's collective bargaining coverage is therefore substantially higher than the threshold that the Committee has considered insufficient.

88. In addition to recognising the position of social partners in legislation, safeguarding the right to bargain and ensuring the general applicability of collective agreements by law, Finland promotes collective bargaining in various other ways, in accordance with Article 6 paragraph 2 of the Charter.

89. The Government notes that collective agreement activities are supported by the conciliation system for labour disputes. The National Conciliator's Office is in charge of mediating labour disputes. As a rule, conciliation commences when a notice of work stoppage is filed. However, under the law, parties to a labour dispute have the right to request voluntary conciliation before the dispute threatens to turn into industrial action. In addition to the conciliation of labour disputes, the national conciliator's duties include promoting relations between employers and wage-earners. Among other things, the National Conciliator's Office regularly provides social partners with training in bargaining and organises events on current themes.

90. To support social partners' bargaining, the partners are provided with information about economic and incomes policy. For example, the Ministry of Finance, the Bank of Finland and the Ministry of Economic Affairs and Employment produce information about the economy and employment in Finland. Such information is regularly released on the authorities' websites, and it is freely available for social partners to use in their joint consultation and as support for their own analyses. In accordance with the EU Directive on adequate minimum wages[5], the collective bargaining coverage is reviewed in a report submitted to the Commission every two years.

91. In this connection, the Government recalls also that, in both its Conclusions 2018 and 2022, the Committee found the situation in Finland to be in conformity with Article 6 § 2 of the Charter, subject to further information only related to the right to collective bargaining for self-employed workers (European Committee of Social Rights (ECSR), Conclusions 2022, Finland, Article 6 § 2).

92. The Government notes that the complainant organisation refers to 2022 monitoring cycle where the Committee adopted 13 conclusions of conformity, three deferrals and 17 of non-conformity, of which 10 were deemed to have promoted negotiations between parties to an insufficient extent (Press Briefing Elements of the Committee on Conclusions 2022, p.15). Finland therefore formed part of the relatively limited group of States found to be in conformity with Article 6 § 2 of the Charter.

93. Furthermore, the Government notes that, while Article 6 § 2 of the Charter requires States to promote machinery for voluntary negotiations between employers and workers, it does not prescribe any particular legislative or institutional model for achieving this objective.

94. In the Government's view, Article 6 § 2 should be understood as allowing States Parties an appropriate degree of discretion in determining the measures and policies through which they pursue the objective of the promoting voluntary collective bargaining.

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[4] Ahtiainen, Lasse: Työehtosopimusten kattavuus vuonna 2021/2022 ("Coverage of collective agreements in 2021/2022", abstract available in English). Publications of the Ministry of Economic Affairs and Employment 2024:7. https://julkaisut.valtioneuvosto.fi/handle/10024/165457

[5] Directive (EU) 2022/2041 of the European Parliament and of the Council on adequate minimum wages in the European Union

95. In this regard, the Government emphasises that under the Finnish legal system, the compatibility of proposed legislation with Finland's international obligations, including those arising under the Charter, is carefully assessed both during the preparation of legislative proposals and in the course of parliamentary consideration. The labour law reforms adopted during the current government term have likewise been subject to this process.

96. The Government notes that the local bargaining reform, in force since the beginning of 2025, enabled derogations from labour legislation by means of company-level agreements. Prior to the reform, derogations from various provisions of labour legislation could only be made by means of a collective agreement between national employer and employee associations. Now, company-level agreements also allow for this. In company-level bargaining, workers can also be represented by a member association of a national employee association. The expanding scope of bargaining made it necessary to prevent so-called yellow collective agreements, which meant ensuring that the employee association functioning as a contracting party genuinely represents the employees. In accordance with the Collective Agreements Act, collective agreements can be concluded by registered associations of employees, the specific objects of which include safeguarding employees' interests in the matter of employment. In connection with the reform, a provision was added to the Collective Agreements Act, specifying that in the assessment of the association's purpose, regard will be had to the actual goals and activities of an employee association in addition to its formal purpose.

97. As for employers, the obligation to promote collective bargaining under Article 6, paragraph 2 of the Charter applies equally to non-unionised employers and employer organisations.

98. In the Government's view, the aforementioned legislative amendments concerning local bargaining based on an authorisation contained in a collective agreement binding on the employer do not, as such, primarily raise issues under Article 6 § 2 of the Charter. A company-level agreement concluded pursuant to such an authorisation does not have the same legal effects under national law as a collective agreement. The amendments nevertheless concern collective bargaining within the meaning of Article 6 of the Charter and the relevant ILO Conventions. In any event, compliance with Article 6 § 2 should be assessed in light of whether the national framework as a whole effectively promotes voluntary collective bargaining between employers and workers.

99. The Government emphasises that regard must also be had to the fact that legislation does not permit derogations from a collective agreement to be made by unilateral decision of the employer.

100. This is highlighted in the Committee's case-law, where the Committee has held that the situations where legislation permits employers unilaterally not to apply conditions agreed in collective agreement are incompatible with Article 6 § 2 (Digest of the case law of the European Committee of Social Rights, s. 88, Conclusions XXI-3 (2018), Spain).

101. Accordingly, local bargaining is only possible within the limits set by a sectoral collective agreement and by joint agreement with the personnel representative, primarily the shop steward.

102. The Government stresses that the legislative amendments concerning local bargaining have very little impact on the contractual autonomy of the parties to collective agreements and only affect the workers' representative in local bargaining. The amendments serve as backstop provisions, and the parties to collective agreements have a say in their application.

103. If alternative methods of concluding company-level agreements in the absence of a shop steward are defined in the collective agreement, the provisions will not be applied. However, there is no statutory obligation for the parties to agree alternative methods.

104. The Government is firmly of the view that the provisions do not affect the parties' contractual autonomy as regards the granting of authorisation for local bargaining nor the content of authorisation.

105. On the above grounds, the Government holds that there is no violation of Article 6 § 2 of the Charter.

Observations on the complainant organisation's allegations concerning the obligation to promote appropriate machinery for conciliation

106. The Government notes that under Article 6 § 3 of the Charter, the parties undertake to promote the establishment and use of appropriate machinery for conciliation and voluntary arbitration for the settlement of labour disputes.

107. Article 6 § 3 reads as follows:

> ***Article 6 – The right to bargain collectively***
>
> *With a view to ensuring the effective exercise of the right to bargain collectively, the Parties undertake:*
>
> *(--)*
>
> *3) to promote the establishment and use of appropriate machinery for conciliation and voluntary arbitration for the settlement of labour disputes;*
>
> *(--)*.

108. The complainant organisation alleges that in connection with the reform of labour dispute conciliation, a statutory ceiling was set on wage increases and preconditions were imposed for the conciliation proceeding, following which there is no longer any free conciliation system for the settlement of labour disputes. According to the complaint, the legislative reform constitutes a breach of Article 6 § 3 of the Charter.

109. The Government refutes these claims.

110. Contrary to the allegations made in the present collective complaint, no ceiling has been set on wage increases in Finland nor has the outcome of conciliation been determined in advance.

111. At the outset, the Government notes that under Article 6 § 3, conciliation, mediation and/or arbitration procedures must be introduced to facilitate the settlement of collective labour disputes (see the Digest of the case law of the European Committee of Social Rights, p. 88, Conclusions 2014, Republic of Moldova). They may be instituted by law, collective agreement or industrial practice (Conclusions I (1969), Statement of Interpretation on Article 6 § 3).

112. Your Committee has held that Article 6 § 3 applies to conflicts of interest, *i.e.* generally conflicts which concern the conclusion of a collective agreement or the modification, through collective bargaining, of conditions of work contained in an existing collective agreement. It does not concern conflicts of rights, *i.e.* conflicts related to the application and implementation of a collective agreement, or to political disputes (see the Digest of the case law of the European Committee of Social Rights, p. 88, Conclusions 2010, Georgia).

113. With regard to the present complaint, the Government emphasises that when assessing the obligations arising from Article 6 of the Charter, it is important to take into account that Article 6 § 3 requires parties to promote the establishment and use of appropriate machinery for conciliation or mediation whereas the term "voluntary" expressly refers to arbitration.

114. In accordance with the case-law of your Committee, conciliation is a process aimed at the peaceful settlement of a labour dispute, while arbitration can resolve the dispute on the basis of a decision taken by one or more individuals selected by the parties (see the Digest of the case law of the European Committee of Social Rights, p. 89. Conclusions 2014, Republic of Moldova).

115. The distinction is important, as the result of a conciliation proceeding is not binding for the parties, and recourse to arbitration should be voluntary (subject to the agreement of the parties) (see Conclusions 2014, Republic of Moldova).

116. Once the parties have chosen to solve the dispute through arbitration, the result of the arbitration proceedings is binding on the parties (Conclusions 2014, Republic of Moldova).

117. As your Committee has held, all arbitration systems must be independent, and the outcome of arbitration may not be predetermined by pre-established criteria (see Conclusions 2010, Georgia; see also Conclusions XIV-1 (1998), Iceland).

118. The Government notes that the legislative reform carried out in Finland concerns the mediation of labour disputes by the National Conciliator. Any settlement proposal put forward by the Conciliator remains entirely non-binding and may be freely accepted or rejected by the parties. The reform therefore does not concern arbitration proceedings, which culminate in a binding arbitral award and to which the requirement of "voluntary" arbitration in Article 6 § 3 expressly relates.

119. The Government stresses that the differences between these proceedings have been recognised in the Committee's case-law. This distinction is decisive for the assessment of the present legislative reform and must be duly reflected in any examination of its conformity with Article 6 § 3.

120. Pursuant to section 11 of the Act on Mediation in Labour Disputes, in the discharge of conciliation duties the conciliator, having thoroughly reviewed the dispute and the factors materially impacting on its assessment as well the demands of the parties, shall endeavour to induce the parties to determine the precise matters in dispute and to limit them to as few as possible, and shall seek to bring about a settlement mainly on the basis of the parties' own proposals and offers, suggesting such concessions and adjustments as appropriateness and fairness seem to require.

121. In addition, under a new provision in force since 1 January 2025, the conciliator shall discharge the conciliation duties in a way that ensures that the wage formation process operates effectively and that the functioning of the labour market is not jeopardised.

122. The Government underscores that conciliation is based on the demands and proposals of the parties to the dispute. The new provision does not set a binding ceiling on wages. The provision is drafted broadly leaving it to the conciliator's discretion to consider proposals that can help the parties reach a settlement. The parties are then free to accept or reject the conciliator's proposals.

123. What the new provision does is reflect a practice that has been followed in conciliation for decades. To improve the functioning of the labour market, factors such as the general level of pay adjustments have been taken into account in conciliation. A disruption-free labour market and general economic development have offered solid grounds for this. If the levels agreed for important sectors initiating the round of negotiations were not considered in conciliation, the start of negotiations would very likely be delayed and labour market disruptions would become more common. The risk would be that the parties would not genuinely negotiate to find a solution appropriate for their sector but would instead opt for conciliation to try to achieve an outcome more favourable than that achieved in other sectors. Such a development would hamper negotiations and could at worst lead to a price-wage cycle that would be unsustainable for the economy, the conciliation system and a functioning labour market.

124. Accordingly, the Government highlights that legislation in no way restricts the right of parties to collective agreements to agree on wages and other terms and conditions of employment as they wish.

125. In this connection, the Government also notes that your Committee has held in its latest conclusions that the situation in Finland is in conformity with Article 6 § 3 of the Charter (Conclusions 2022, Finland).

126. On the above grounds, the Government holds that the reform of labour dispute conciliation does not conflict with the obligations arising from Article 6 § 2 or Article 6 § 3 of the Charter.

Observations on the complainant organisation's allegations concerning the right to collective action

127. The Government observes that the complainant organisation also claims that the Government has violated the right of workers and employers to collective action (Article 6 § 4 in relation to Article G).

128. Article 6 § 4 reads as follows:

> ***Article 6 – The right to bargain collectively***
>
> *With a view to ensuring the effective exercise of the right to bargain collectively, the Parties undertake:*
>
> *(--)*
>
> *and recognise:*
>
> *4) the right of workers and employers to collective action in cases of conflicts of interest, including the right to strike, subject to obligations that might arise out of collective agreements previously entered into;*
>
> *(--).*

129. Article G reads as follows:

> ***Article G – Restrictions***
>
> *1) The rights and principles set forth in Part I when effectively realised, and their effective exercise as provided for in Part II, shall not be subject to any restrictions or limitations not specified in those parts, except such as are prescribed by law and are necessary in a democratic society for the protection of the rights and freedoms of others or for the protection of public interest, national security, public health, or morals.*
>
> *2) The restrictions permitted under this Charter to the rights and obligations set forth herein shall not be applied for any purpose other than that for which they have been prescribed.*

130. The complainant organisation alleges that Finland has violated Article 6 § 4 and Article G of the Charter by adding a new section 8a to the Collective Agreements Act. According to the complaint, the new section restricts the right to solidarity action also on the basis of the economic losses incurred by enterprises and shareholders. Moreover, according to the complaint, the conditions for permitted restrictions laid down in Article G must be interpreted narrowly, and that purely economic or ideological reasons do not comply with the criteria set out in Article G.

131. The Government observes that protecting the right to collective action under the Charter pursues the objective of solving collective conflicts. As long as such objective is effectively ensured in practice, equivalent means to this end may be established (see the Digest of the case law of the European Committee of Social Rights, p. 89. Conclusions XX-3 (2014), Germany).

132. As noted by your Committee, Article 6 § 4 guarantees the right to strike and the right to call a lock-out (Conclusions I (1969), Statement of Interpretation on Article 6 § 4).

133. Under Article 6 § 4, the Charter recognises the right of workers and employers to collective action where conflicts of interest arise. It does not, however, raise any obstacle to the existence of legislation regulating the exercise of the right to strike, as well as the right to call a lock-out provided that neither legislation nor judicial decisions affect the very existence of the right thus recognised (Conclusions VIII (1984), Statement of Interpretation on Article 6 § 4).

134. Furthermore, the Committee has stated that the right to strike is intrinsically linked to the right to collective bargaining, as it represents the most effective means to achieve a favourable result from a bargaining process. It is therefore of specific relevance to trade unions. The abolition of the right to strike affects one of the essential elements of the right to collective bargaining, as provided for in Article 6 of the Charter, and without which the content of this right becomes void of its very substance and is therefore deprived of its effectiveness. Consequently, restrictions on this right may be acceptable only under specific conditions (*Confederazione Generale Italiana del Lavoro (CGIL) v. Italy*, Complaint No. 140/2016, decision on the merits of 22 January 2019, §§ 143-144).

135. According to the provision concerning Article 6 § 4 in Part II of the Appendix to the Charter, each Party may, insofar as it is concerned, regulate the exercise of the right to strike by law, provided that any further restriction that this might place on the right can be justified under the terms of Article G.

136. The Government notes that Article G of the Revised Charter makes it possible for States Parties to restrict rights enshrined in the Charter (*Greek General Confederation of Labour (GSEE) v. Greece*, Complaint No. 111/2014, decision on the merits of 23 March 2017, § 83). It provides for the conditions under which restrictions on the enjoyment of rights provided for by the Charter are permitted. It cannot lead to a violation as such. However, this provision must be taken into account when assessing the merits of the complaint with regard to a substantive article of the Charter (*Syndicat des Agrégés de l'Enseignement Supérieur (SAGES) v. France*, Complaint No. 26/2004, decision on the merits of 15 June 2005 §§ 31 and 33).

137. The Government observes that the right to strike may be restricted provided that any restriction satisfies the conditions laid down in Article G which provides that restrictions on the rights guaranteed by the Charter must be prescribed by law, serve a legitimate purpose and be necessary in a democratic society for the protection of the rights and freedoms of others or for the protection of public interest, national security, public health or morals (Conclusions 2014, Norway; see also Conclusions X-1 (1987), Norway (regarding Article 31 of the 1961 Charter to which Article G of the Revised Charter corresponds).

138. Moreover, the prohibition of certain types of collective action, or even the introduction of a general legislative limitation of the right to collective action in order to prevent initiatives aimed at achieving illegitimate or abusive goals (*e.g.* goals which do not relate to the enjoyment of labour rights, or relate to discriminatory objectives) is not necessarily contrary to Article 6 § 4 of the Charter. Excessive or abusive forms of collective action, such as extended blockades, which would put at risk the maintenance of public order or unduly limit the rights and freedoms of others (such as the right of other workers to work, or the right of employers to engage in a gainful occupation) may be limited or prohibited by law (*Swedish Trade Union Confederation (LO) and Swedish Confederation of Professional Employees (TCO) v. Sweden*, Complaint No. 85/2012, decision on admissibility and the merits of 3 July 2013, §119).

139. The Government notes that the right to collective action under Article 6 § 4 is not absolute. As the Committee has recognised, States Parties may regulate the exercise of that right, provided that any restriction satisfies the requirements of Article G. The Committee has further acknowledged that forms of collective action which unduly limit the rights and freedoms of others may be subject to restrictions. In assessing such restrictions, the relevant question is therefore whether they are prescribed by law, pursue one or more of the legitimate aims recognised in Article G and are proportionate to those aims.

140. The Government further notes that the circumstances examined in *Swedish Trade Union Confederation (LO) and TCO v. Sweden* were materially different, as the legislation at issue prevented collective action aimed at obtaining terms and conditions exceeding certain minimum standards. The amendments at issue in the present complaint do not impose such a restriction.

141. Moreover, the Government notes that the systems of industrial relations in which collective agreements are deemed to imply peace obligation during which strikes are prohibited are in conformity with Article 6 § 4 (the Digest of the case law of the European Committee of Social Rights, p. 93, Conclusions 2004, Norway).

142. With regard to the restrictions, the Government observes that the restrictive measures must have a clear basis in law*, i.e.* they must have been agreed upon by the democratic legislature, and need to pursue one of the legitimate aims defined in Article G (*Greek General Confederation of Labour (GSEE) v. Greece*, Complaint No. 111/2014, decision on the merits of 23 March 2017, § 83).

143. Moreover, the Committee has held that, while in a democratic society it is in principle for the legislature to define and pursue the public interest by striking a fair balance between the needs of all members of society, and while States enjoy a margin of appreciation in doing so, this does not imply that the legislature is totally free of any constraints in its decision-making. Obligations undertaken under the Charter cannot be set aside without ensuring adequate safeguards and a level of protection sufficient to meet basic social needs. The Committee has therefore recognised that it falls to the national legislature to balance considerations relating to public finances with the imperative of adequately protecting social rights (*Greek General Confederation of Labour (GSEE) v. Greece*, cited above, § 85).

144. Furthermore, the Committee has held that restrictions must be adopted only in response to a "pressing social need" (*Greek General Confederation of Labour (GSEE) v. Greece*, cited above, § 83). In transposing restrictive measures into national law, legal acts must ensure proportionality between the goals pursued and their negative consequences for the enjoyment of social rights. Consequently, even under extreme circumstances the restrictive measures put in place must be appropriate for reaching the goal pursued, they may not go beyond what is necessary to reach such goal, they may only be applied for the purpose for which they were intended, and they must maintain a level of protection which is adequate (*Greek General Confederation of Labour (GSEE) v. Greece*, cited above, § 87).

145. Moreover, a thorough balancing analysis of the effects of the legislative measures should be conducted by the authorities, notably of their possible impact on the most vulnerable groups in the labour market as well as a genuine consultation with those most affected by the measures (*Greek General Confederation of Labour (GSEE) v. Greece*, cited above, § 90).

146. With regard to the situation in Finland, the Government observes that the Committee has held pending receipt of the information requested on the right of the police to strike and on the specific measures taken during the pandemic that Finland is in conformity with Article 6 § 4 of the Charter (Conclusions 2022, Finland).

147. Turning to the present complaint, the Government notes that section 8a of the Collective Agreements Act, in force since 18 May 2024 provides as follows:

> *When the obligation to maintain industrial peace applies, an industrial action in support of claims made in the context of another labour dispute (solidarity action) shall not be implemented if deemed disproportionate in the manner referred to in the act.*
>
> *Solidarity action is to be considered disproportionate when:*
>
> > *1) the employer's service or production activities are restricted beyond those activities that are in service of or benefit the employer subject to the main dispute; and*
> >
> > *2) the restriction causes the employer whose employees take part in the solidarity action or its contractual partner harmful consequences that, given the circumstances, cannot be deemed reasonable.*
>
> *When solidarity action is implemented in order to show support without such action having an immediate effect on the activities of the employer that is subject to the main dispute, the solidarity action may not cause harmful consequences that are disproportionate relative to the main dispute.*

148. The Government notes that during the drafting of the legislative reform, it was taken into account that, in the case-law of the European Committee of Social Rights, Article 6 § 4 has been regarded as encompassing the right to solidarity action.

149. Moreover, it is emphasized in the Government Proposal (HE 12/2024 vp, p. 19) that the right to strike is intrinsically linked to the right to collective bargaining. Moreover, it was noted that the abolition of the right to strike would affect one of the essential elements of the right to collective bargaining, without which that right would become ineffective. For this reason, it was held that the restrictions on the right to strike can be justified only in specific circumstances.

150. Furthermore, the Government stresses that due account was taken of the Committee's case-law in preparation of the Government Proposal, and that this is thoroughly reflected in the said proposal.

151. Furthermore, the Government emphasises that the provisions on the restriction were formulated so as to minimise the impact on the use of solidarity action as a means of exerting pressure while at the same time striking a fair balance with the need to protect the rights of others other guaranteed under the Constitution of Finland, *i.e.* right to work, the right to pursue a profession and the freedom to conduct a business.

152. Thus, the Government notes that the restrictions have a clear basis in law, and pursue one of the legitimate aims defined in Article G.

153. The Government emphasises that the reform in no way restricted the core of the right to collective action – that is, primary action – which concerns negotiating on the terms and conditions of employment of the workers who initiate the collective action.

154. In the Government's view, when determining the scope of the national legislature's margin of appreciation, regard must be had to the distinctions in the nature of primary and solidarity action and the differences in their significance as a means of pressure in a labour dispute.

155. Moreover, the Government notes that in its assessment of the legislative reform, the Constitutional Law Committee of Parliament noted that the restriction on solidarity action did not directly affect any collective action between the primary parties during collective agreement negotiations, and that the proposal therefore did not interfere with the core element of the right to collective action[6].

156. The Government underscores that the assessment of the proportionality of solidarity action laid down in section 8a can be justified as required under Article G. Protecting the rights and freedoms of others is a key justification in this respect.

157. The Government highlights that the restriction laid down in the section safeguards traders' freedom to conduct a business, the right to pursue a profession and the right to work.

158. The Government observes that your Committee has considered it possible to prohibit forms of collective action aimed at achieving illegitimate or abusive goals, such as goals which do not relate to the enjoyment of labour rights, or relate to discriminatory objectives.

159. Thus, the Government holds that excessive or abusive forms of collective action, such as extended blockades, which would put at risk the maintenance of public order or unduly limit the rights and freedoms of others, such as the right of other workers to work, or the right of employers to engage in a gainful occupation, may be limited or prohibited by law.

[6] Constitutional Law Committee Statement PeVL 9/2024 vp concerning the Government proposal HE 12/2024 vp, paragraph 5.

160. The Government reiterates that this has been expressly recognised in the Committee's case-law (see *Swedish Trade Union Confederation (LO) and Swedish Confederation of Professional Employees (TCO) v. Sweden*, cited above, §119).

161. Furthermore, the new regulation does not restrict the right to solidarity action more than is necessary to protect the rights of others.

162. In this connection, the Government stresses that employee associations have a broad right to employ solidarity action as a means of pressure in labour disputes. It is left to the employee association to decide how it carries out the solidarity action. To the extent possible, solidarity action should be targeted at and limited to such activities in the company which primarily affect the employer involved in the main dispute.

163. In view of the acceptability of the restriction, it bears noting that the proportionality assessment does not apply to measures whose consequences target the employer involved in the main dispute. In other words, the use of solidarity action as a means of pressure is not restricted where its consequences affect the main dispute. In fact, collective action is allowed to cause considerable harm to the employer involved in the main dispute.

164. The restrictions only apply to negative consequences to the activities of external parties which are deemed to be disproportionate within the meaning of the act. In this context, external party refers to an employer whose employees take part in the solidarity action while the obligation to maintain industrial peace applies and which is not involved in the labour dispute supported by means of the solidarity action, as well as any contractual partners of such an employer that are not party to the main dispute.

165. In legislation, account has been taken of the fact that solidarity action may cause harm to parties external to the labour dispute, and that it may be impossible for employee associations to prevent this. Negative consequences to external parties do not in and of themselves make the solidarity action unlawful. What could be considered unlawful is a situation in which the solidarity action interrupts the employer's entire service or production activities even if the collective action could be restricted to exclusively affect those activities that serve the needs of the employer involved in the main dispute. In such a situation, restrictions to the rights of parties external to the main dispute can be considered excessive in view of the objective of the collective action (see Government Proposal HE 12/2024 vp, p. 76).

166. The Government emphasises that in the assessment, regard must also be had to the fact that section 8a of the Collective Agreements Act only applies to solidarity action organised while the obligation to maintain industrial peace applies.

167. The industrial peace obligation that applies while the collective agreement is in force gives employers justified grounds to expect there to be no labour market disruptions.

168. The Government notes that in your Committee's case-law, a peace obligation is, as a rule, considered permissible grounds for restricting the right to collective action (see Digest of the case law of the European Committee of Social Rights, p. 93. Conclusions 2004, Norway). The Government observes that the Committee's views on peace obligation concern primary collective action.

169. The Government notes that in Finland, the obligation to maintain industrial peace is considered a key legal effect of collective agreements, and it is based on the law. As regards solidarity action, the reform extended the scope of the statutory peace obligation to solidarity action that would cause disproportionate harm to the activities of parties not involved in the main dispute.

170. In summary, the Government emphasises that the restrictions to solidarity action only apply to situations in which:

- the solidarity action is organised in a company that has no involvement in the collective agreement under dispute or related bargaining;
- the solidarity action has disproportionate or unreasonable impacts on a company that is not involved in the said labour dispute;
- the company whose employees organise the solidarity action has a collective agreement in force and therefore has justified grounds to believe that industrial peace will be maintained.

171. On the above grounds, the Government maintains that the restriction to the right to solidarity action and its practical impact on the negotiating power of employees' associations remain limited and fall within the national margin of appreciation afforded by Article G of the Charter.

172. In the Government's view, the restrictions to solidarity action are prescribed by law, serve a legitimate purpose and be necessary in a democratic society for the protection of the rights and freedoms of others.

173. Thus, the Government holds that legislative reform is not in conflict with the obligations arising from Article 6 § 4 in relation to Article G of the Charter.

COMMENTS ON THE THIRD-PARTY INTERVENTION

174. The Government observes that your Committee has, in its letter of 31 July 2026, invited the Government to submit a response to the observations by the European Trade Union Confederation (ETUC) submitted under Rule 32 § 3 of the Rules of the Committee.

175. To this effect, the Government presents the following comments.

176. The Government notes that the arguments set out in its observations on the merits above apply equally in the present context and are not repeated here in full.

Comments concerning the obligation to promote joint consultation between workers and employers

177. The Government observes that the ETUC maintains that Finland is in violation of the obligation to promote joint consultation between workers and employers provided for under Article 6 § 1 of the Charter. According to the ETUC, the Government has undermined the position of collective bargaining through its local bargaining reform.

178. In its observations, the ETUC alleges that as a result of the legislative reforms concerning local bargaining, non-unionised employees and employers can now conclude company-level agreements without following the provisions on negotiation procedures in collective agreements.

179. It further claims that the reform reduces the incentive for employers to join employers' associations because they can conclude company-level agreements with elected workers' representatives for whom no formal requirements regarding knowledge or competence are in place.

180. Moreover, according to the ETUC, the reform concerning elected representatives has sought to undermine the position of shop stewards representing trade unions and discourage local bargaining with them.

181. The Government underscores that these allegations in the ETUC's observations are unfounded and mistaken in several respects.

182. Firstly, under chapter 2, section 7a of the Employment Contracts Act, in a non-unionised workplace, a company-level agreement, as explained above, can only be concluded within the limits allowed by the collective agreement and in compliance with the provisions concerning the parties to the collective agreement and the procedures to be applied.

183. This means that, as a rule, the same provisions on local bargaining apply to both non-unionised and unionised employers. An exception to this concerns the so-called procedural bargaining provisions, which, under the legislation in force even prior to the local bargaining reform, have not been applied within the framework of generally applicable collective agreements. The procedural bargaining provisions set out, among other things, the procedures to be followed in the event of a dispute.

184. Moreover, as a rule, a non-unionised employer observing a generally applicable collective agreement must also observe the provisions in the collective agreement concerning the parties to local bargaining. If the collective agreement requires the shop steward to represent employees as a party to a company-level agreement, and the employees have elected a shop steward, company-level agreements in non-unionised companies are also concluded with the shop steward. In this case, the shop steward represents all the employees to whom the said collective agreement applies.

185. However, employees who are not members of an employees' association bound by the said collective agreement have the right to elect from among themselves, by majority vote, an elected representative who alongside the shop steward represents them in matters concerning the company-level agreement. In this case, the company-level agreement must be concluded with both the shop steward and the elected representative (chapter 2, section 7a, subsection 2 of the Employment Contracts Act).

186. The Government notes that chapter 2, section 7a, subsection 3 of the Employment Contracts Act also contains provisions concerning the employee representative that may act as a party to a company-level agreement in situations where the collective agreement requires the shop steward to be a party to the agreement, but no shop steward has been elected, and the collective agreement does not include provisions ensuring equitable bargaining conditions that would specify how to proceed in the absence of a shop steward. In this case, the company-level agreement can, notwithstanding the collective agreement, be concluded with the elected representative.

187. As explained above, the Act also provides for elements safeguarding the elected representative's position as a party to the agreement. Moreover, the Act lays down provisions protecting elected representatives against dismissal similar to those protecting shop stewards (chapter 7, section 10 of the Employment Contracts Act).

188. In connection with the local bargaining reform, it was considered important to ensure that unionised employers are in the same position as non-unionised employers when the collective agreement requires the shop steward to act as a party to the company-level agreement, but the employees have not elected one. To account for this, a provision was added to section 5a of the Collective Agreements Act stating that if the collective agreement enables a company-level agreement to be concluded between the employer and the shop steward but does not include any provisions ensuring equitable bargaining conditions that would specify how to proceed in the absence of a shop steward, the company-level agreement may, notwithstanding the collective agreement, be concluded with the elected representative. In this case, the elected representative has the same rights to obtain information and discuss the agreement with the personnel as do parties in non-unionised workplaces, as explained above.

189. The following matters must be highlighted in this respect. Firstly, the provisions of collective agreements concerning the concluding of company-level agreements and parties to the agreement provide the basic framework for both unionised and non-unionised companies. Secondly, based on their contractual autonomy, the parties to the collective agreement can decide whether they allow local bargaining on a specific provision of the collective agreement and how such bargaining should take place. Thirdly, the parties to the collective agreement can set out provisions in the collective agreement that ensure equitable bargaining conditions and specify how to proceed in the absence of a shop steward. This safeguards the contractual autonomy of the parties to the extent considered possible.

190. In addition, the Government stresses that the option to conclude a company-level agreement with the elected representative, as provided by law, applies equally to unionised and non-unionised workplaces.

191. That is to say, a non-unionised employer is not in a better position in this respect, and the legislative provisions on local bargaining therefore do not discourage employers from joining an employers' association. On the contrary, under chapter 2, section 7a of the Employment Contracts Act, a non-unionised employer is required to submit any company-level agreement to the occupational safety and health authorities, which supervise company-level agreements concluded in non-unionised businesses. No such obligation applies to unionised employers that belong to an employers' association.

192. Moreover, the Government emphasises that where a company-level agreement is concluded in a non-unionised company with both the shop steward and the elected representative, the employer must comply with the provision on equal treatment laid down in chapter 2, section 2 of the Employment Contracts Act.

193. According to this provision, an employer shall treat all employees equally, unless deviating from this is justified in view of the duties and position of the employees. The requirement for equal treatment thus limits the kind of agreements that can be concluded with different representatives.

194. The Government also points out that the local bargaining reform strengthened the shop steward's previously unclear position in sectors governed by a generally applicable collective agreement. Prior to the reform, there were various interpretations as to whether employees in a non-unionised company had the right to elect a shop steward. The reform established the right to elect a shop steward.

195. In this connection, the Government also refers to its observations above with respect to the negative aspect of the freedom of association and the equal competitive position of businesses.

Comments concerning the obligation to promote collective bargaining

196. The Government observes that the ETUC holds that the new legislation reduces collective bargaining between employers or employers' organisations and workers' organisations.

197. The Government reiterates in this regard that legislation does not permit derogations from a collective agreement to be made by unilateral decision of the employer. Accordingly, local bargaining is only possible within the limits set by a sectoral collective agreement and by joint agreement with the personnel representative, primarily the shop steward.

198. With regard to the ETUC's claims for legislation to give less incentives for an employer to join the employers' confederation, the Government refers to its comments above concerning the obligation to promote joint consultation between workers and employers (especially paras. 130-133).

199. Furthermore, the Government observes that the ETUC maintains that in the assessment, regard must be had to the broader context of measures adopted with the aim to weaken the position of trade unions and collective bargaining in the Finnish labour market.

200. One of the examples mentioned is the abolishment of the tax deductibility of membership fees in trade unions and employers' organisations as of the beginning of 2026.

201. In this regard, the Government points out that the complainant organisation has not claimed that Finland violated any provisions of the Charter in this respect.

202. Accordingly, such claims should be rejected in the context of the present complaint.

Comments concerning the obligation to promote the establishment and use of appropriate machinery for conciliation

203. The Government observes that in its observations, the ETUC refers to the government proposal for amending the Act on Mediation in Labour Disputes and to the rationale specific to section 11, according to which:

> *Conciliation must support the overall interests of the national economy and wage formation that does not jeopardise the labour market. Solutions deviating from these principles and the practice developed in the labour market could lead to a wage-price spiral undermining the overall interests of the national economy and erode Finland's cost competitiveness. Well-functioning wage formation is one of the key factors contributing to Finland's competitiveness. The conciliator should take these factors into account in the conciliation process.*

204. According to the ETUC's observations, such references to a wage-price spiral set a clear ceiling for wage increases, including in sectors in which wage development has fallen behind during previous rounds of bargaining (for example, in many public-sector professions, including teachers).

205. With regard to this, the Government refers to its observations on the merits above and reiterates that conciliation is based on the demands and proposals of the parties to the dispute. The new provision does not set a binding ceiling on wages. It is left to the conciliator's discretion to consider proposals that can help the parties reach a settlement. The parties are also free to reject the conciliator's proposals.

206. It also bears noting that the legislative amendment did not seek to prevent sector-specific and job-specific needs from being considered at the conciliator's discretion. It is also important that the conciliator continues to give due attention to securing wage-earners' positive wage development and purchasing power.

207. As the legislative amendments did not define the content of the draft settlement in advance, it was not necessary to define how the conciliator should take sector-specific and job-specific needs into consideration in conciliation proceedings. This kind of general regulation was found to comply with the international obligations binding upon Finland.

208. The Government also wishes to point out that the ETUC uses the term 'voluntary arbitration' on page 29 (paragraph 136) of its observations.

209. The Government reiterates that the Finnish conciliation system does not involve arbitration proceedings. In this regard, the Government refers to its observations above and reiterates that any settlement proposal made by the Conciliator is non-binding and may be freely accepted or rejected by the parties.

Comments concerning the right to collective action

210. The Government observes that the ETUC's observations contain several allegations concerning section 8a of the Act on Mediation in Labour Disputes, which lays down restrictions on solidarity action.

211. According to the ETUC, the wording of the provision (such as 'disproportionate harmful consequences') is open to interpretation, making it difficult for trade unions to assess in advance whether industrial action is legal. Moreover, the economic losses incurred by employers and their contracting partners are found to be the decisive factor for restricting solidarity action in practice. In addition, the new regulation allegedly reduces the organising of solidarity action to a theoretical option that is impossible in practice. Moreover, the compensatory fines imposed on employees are considered to be disproportionate, and their amount is deemed to be unaligned with the fines imposed on employers for failing to comply with the provisions of collective agreements.

212. The Government notes in this respect that it is important to consider the scope of application of section 8a of the Collective Agreements Act, on the one hand, and that of section 8a of the Act on Mediation in Labour Disputes, on the other hand.

213. Section 8a of the Collective Agreements Act is only applied when the collective agreement is in force. The industrial peace obligation that applies while the collective agreement is in force gives employers justified grounds to expect that there will be no labour market disruptions. In this respect, the Government also to its observations on the merits above.

214. Section 8a of the Act on Mediation in Labour Disputes provides for restrictions on disproportionate solidarity action when no industrial peace obligation applies. In this case, the restrictions are less stringent than when the industrial peace obligation applies. The restrictions only apply to situations in which the supported industrial action does not seek the conclusion of a collective agreement. An example of this is when the aim of the primary action is to protest the employer's termination decision. If the main dispute aims for the conclusion of a collective agreement, the proportionality requirement for solidarity action is not in force.

215. As for the allegation that solidarity action is only a theoretical, not a real, option, the Government notes that the legislative amendments entered into force on 18 May 2024, and in 2025, solidarity action was organised more often than in the previous four years, thus, demonstrating that it is not merely a theoretical option.

216. Regarding the alleged ambiguity of the provisions, the Government notes that application of the provisions is supported by comprehensive rationale in the legislative proposal and the preparatory material used in Parliament. Moreover, the provisions are applied by labour market specialists, who were represented during the drafting process.

217. With respect to the allegation that the economic losses incurred by employers and their contracting partners have turned out to be the decisive factor for restricting solidarity action, the Government observes that the proposal concerned the scope of the peace obligation. The Government refers, in this respect, to its observations above and reiterates that in the case-law of the Committee, a peace obligation is, as a rule, considered permissible grounds for restricting the right to collective action.

218. The Government notes that when drafting the above provisions, section 9 of the Collective Agreements Act was also amended, for example, by raising the maximum amount of compensatory fines imposed for industrial action in violation of the peace obligation and for disproportionate solidarity action to EUR 150,000. In addition, a minimum amount of EUR 10,000 was set for such compensatory fines. Prior to the legislative amendment, the maximum amount was EUR 37,400, and no minimum amount had been specified. As indicated in the government proposal for the legislative amendment (HE 12/2004 vp, p. 80), the level of compensatory fines had largely settled at no more than a few thousand euros in practice, and fines close to the statutory maximum were rarely imposed. The level of compensatory fines was not high enough to prevent illegal industrial action, and the amount of compensatory fines imposed could not be held to be proportionate to the damage caused by illegal industrial action.

219. The Government further notes that section 10, subsection 1 of the Collective Agreements Act lays down provisions on the facts that must be considered when determining the amount of compensatory fine. According to the provision, when a compensatory fine is imposed, all the facts which have emerged, such as the extent of the damage, the degree of guilt, any cause given by the other party to the violation and the size of the association or undertaking, shall be taken into account.

220. However, for a special reason, the amount of the compensatory fine can be adjusted or waived altogether.

221. According to the provision-specific rationale for the related government proposal (HE 12/2024 vp), a special reason for adjusting the compensatory fine could arise if, for example, imposing the minimum amount of the fine could jeopardise an association's continued operations and prevent it from pursuing trade union activities due to its small size and limited assets. A special reason for adjusting the compensatory fine could also arise if the industrial action took place on such a small scale or over such a short period that it caused only minor damage to the employer's activities, and imposing the minimum amount of compensatory fine would have to be deemed a disproportionate measure.

222. In this connection, the Government emphasises that the government proposals for the enactment of new legislation or the amendment of existing acts, are of key importance in the application and interpretation of legal provisions in Finland.

223. Moreover, the Government highlights that the amendments made to compensatory fines imposed for violating the peace obligation concern employees and employers equally. No changes were made to the amount of compensatory fines imposed for violations of collective agreements.

CONCLUSION

224. In respect of the merits of the complaint, the Government notes that, when the relevant Finnish legislation is assessed holistically and comprehensively in light of the Charter, the only available conclusion is that the provisions, taken as a whole, fulfil the obligations under Articles 6 and G of the Charter.

225. Accordingly, there is no violation of Article 6 of the Charter, whether considered alone or in conjunction with Article G.

Accept, Sir, the assurance of my highest consideration.

Krista Oinonen
Agent of the Government of Finland before the European Committee of Social Rights
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