



# GAME MAKERS OF FINLAND

[www.peliala.fi/en](http://www.peliala.fi/en)



# GAME MAKERS OF FINLAND



- Game Makers of Finland is the world's first union for the people who work in game industry
- Founded officially in December 2017
- Covering over 10 % of the industry employees
- Labour Union with an unemployment fund
- **Mission is to develop, support and assist everyone in the game industry**
  - And to promote the general well-being, stability and healthy growth
- **Vision is to add transparency, equality and diversity to the industry**
- Achievements:
  - Created a recommendations for the salaries in the industry
  - Bringing up issues: working hours, discrimination, crunching, coping, mental health, compete agreements, diversity, employer responsibilities
- **Salary survey is a yearly study** since 2018 (read more [www.peliala.fi](http://www.peliala.fi))



# FINNISH GAME INDUSTRY

- Around 4 000 employees and 220 companies (the Finnish population is 5,5 million)
  - 28 % are from abroad
  - 22 % are female
  - **Turnover over 3 billion euros**
    - 98 % comes from the export
    - Larger than movies, tv and music industries
- Strong investment on education
  - Building an equal and fair working culture starts from school
  - Around 50 schools in Finland offering games education
- Modern and new industry with growing problems
  - We want to ensure that the industry stays healthy and to create the best practices
- Challenges:
  - Lack of senior level employees
  - Funding
- Strengths
  - Community
  - Creativity
  - Increased focus on business and monetization

EDUCATION

TALENT

LOCAL COMMUNITIES

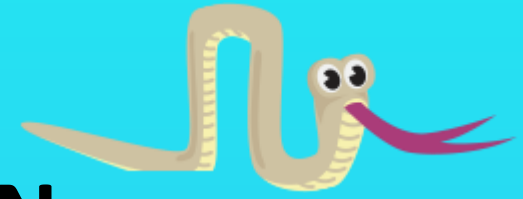
# GAME MAKERS OF FINLAND SURVEY RESULTS

Based on GMoF  
Salary Survey 2023  
266 ANSWERS  
41 COMPANIES

## A TYPICAL GAME MAKER IS:

- ✓ BORN IN 1989
- ✓ BACHELOR'S DEGREE IN COMPUTER SCIENCE
- ✓ FULL-TIME JOB
- ✓ WORKS AND LIVES IN CAPITAL AREA
- ✓ PROGRAMMER OR ARTIST
- ✓ WORK EXPERIENCE IN GAMES 8 YEARS
- ✓ SALARY 4 560 € / AVERAGE MONTH





# BACKGROUND INFORMATION

## EMPLOYMENT SITUATION

86 % are working on a permanent full-time position  
5 % in a temporary full-time position

## SUBORDINATES

55 % does not have subordinates  
28 % does not have subordinates, but their duties include supervising or delegating work  
17 % have subordinates

## POSITION

34 % are working in mid-level  
18 % are in lead position  
30 % are seniors  
10 % are juniors  
1 % are trainees

Education	% All
DOCTORAL DEGREE	2 %
MASTER'S DEGREE	27 %
BACHELOR'S DEGREE	52 %
VOCATIONAL SCHOOL	11 %
HIGH SCHOOL	6 %
OTHER TRAINING	2 %

## NATIONALITY

61 % Finnish  
4,5 % Russian  
2 % British  
2 % German  
4 % American  
2 % Indian  
2 % French  
2 % Spanish  
2 % Dutch  
1,5 % Brazilian  
1 % Swedish  
1 % Belgian

Total of 41 different nationalities



# TOPIC: SALARY

## SALARY

Salary	Average eur/month	Median eur/month	N
All	<b>4560</b> (4136)	<b>4375</b> (3790)	260
Male	<b>4810</b> (4420)	<b>4600</b> (3900)	170
Female	<b>4000</b> (3614)	<b>3970</b> (3300)	68
Others	<b>3730</b> (3522)	<b>3000</b> (3620)	21

65 % GOT  
INCREASE C  
SALARY

**SALARY INCREASE background reasons:** 42 % got general increase, 31 % got personal related rise and 16 % started on a new position or duty under the same employer. Significant increase difference: 18 % changed the employer (30 % 2022).

29 % has got **INCENTIVE BONUSES** in the past 12 months, *average amount 25 000 € or 33 % of the yearly income.*



# TOPIC: SALARY

## SALARY VS. POSITION

SALARY	Average eur/month*	Median eur/month*
Lead	5253 (5019)	5000 (5000)
Senior	4463 (4610)	4400 (4550)
Mid-level	3722 (3509)	3500 (3537)
Junior	2503 (2482)	2363 (2500)

## CHANGES

Senior wage level has decreased, others increased for around 100-200 €. Work experience in industry has bigger effect on the salary levels again, except for the mid-levels.

## SALARY VS. WORKING EXPERIENCE

SALARY	Average eur/month*	Median eur/month*
Over 10 years	5117 (4870)	4500 (4600)
6 – 9 years	3684 (4142)	3500 (4010)
3 – 5 years	3432 (3080)	3300 (2925)
Less than 3 years	2480 (2410)	2600 (2500)

## SALARY VS. WORKING EXPERIENCE IN GAME INDUSTRY

Average eur/month*	Median eur/month*
5816 (5548)	5350 (5500)
4985 (4226)	4367 (4100)
3544 (3832)	3500 (3700)
3276 (2950)	2900 (2700)

# MEANWHILE IN FINLAND



- **INSECURE TIMES IN MANY COMPANIES (world-wide)**
    - CO-OPERATION NEGOTIATIONS
    - LAY-OFFS
    - STUDIO SHUTDOWNS
    - CHANGE OF EMPLOYMENTSHIP TERMS / AGREEMENTS
    - LACK OF DISCUSSION
- NDA's, REMOTE WORK, AI, TRIAL PERIOD, PROHIBITION OF DISCRIMINATION, NON-COMPETITION AGREEMENTS...

**BIG NEED OF COMMUNITY SUPPORT**



# NETWORKS



Game Makers of Finland  
[www.peliala.fi](http://www.peliala.fi)



IGDA Finland  
[www.igda.fi](http://www.igda.fi)



Turku Game Hub / Hive  
[www.turkugamehub.com](http://www.turkugamehub.com)

TAMPERE GAME HUB

[WWW.TAMPERE.GAMES](http://WWW.TAMPERE.GAMES)

Tampere Game Hub  
[www.tampere.games](http://www.tampere.games)



CENTER DIGI &  
GAME

Digi & Game Center  
[www.digigamecenter.org](http://www.digigamecenter.org)



We In Games  
[www.weingames.fi](http://www.weingames.fi)



Neogames  
[www.neogames.fi](http://www.neogames.fi)



#GameCity Kajaani



Suomen Pelinkehittäjät ry  
[www.pelinkehittajat.fi](http://www.pelinkehittajat.fi)



Finnish Game Jam  
[www.finnishgamejam.com](http://www.finnishgamejam.com)

# THE BEST GAME COUNTRY IN THE UNIVERSE?



JOIN:  
[www.peliala.fi/  
join](http://www.peliala.fi/join)



**GAME MAKERS**

*of Finland*

# Change Negotiations at working place and their repercussions

Maria Jauhiainen  
Lawyer



# The Change Negotiations according to the new Co- operation law



# The New Co-operation Law



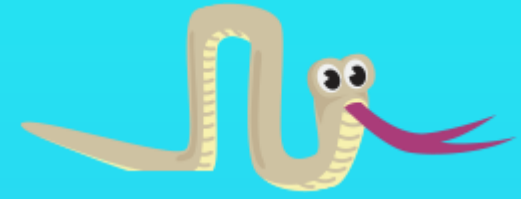
- Came into force on the 1<sup>st</sup> of January 2022
- Can be basically divided into three parts:
  1. Continuous Dialogue
  2. Change Negotiations
  3. Personnel Representation
- Is applied to a Finnish Company that employs at least 20 workers (subcontractors or temporary agency workers are not counted in)



# Change Negotiations

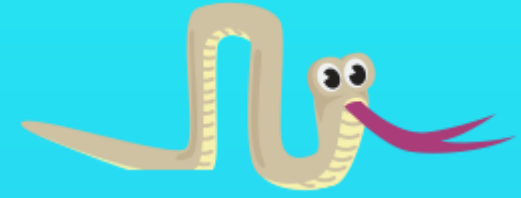
The change negotiations are divided into two part:

1. The obligation negotiate about planned material changes in work tasks, work methods, work arrangements, workspace arrangements or regular working time arrangements that are considered by the employer and that are deemed to affect the position of one or more employees (*the lighter version*)
2. The obligation to negotiate about planned dismissals, furloughs or changing fulltime employment into a part-time employment and/or a unilateral modification of an essential term of the worker's employment contract considered by the employer when (s)he has an economic or production-related grounds according to the Employment Contracts Act at hand (*the heavier version*)



## The Change Negotiations when substantial changes at the workplace are considered

- Negotiations for change must begin when the employer considers measures
- The change negotiations take place between the employer and the employee representative who represents the employees that the negotiations will apply to
- If the employees do not have a representative, all the employees that that the negotiations will apply to will represent themselves in the change negotiations with the employer



# The Change Negotiations when substantial changes at the workplace are considered

- Before starting the change negotiations, the employer must submit a written proposal for the negotiations
- This proposal must entail at least the time and the place of the start of the change negotiations and a general proposal on the issues to be discussed in the negotiations
- In this case it must also entail the following information:
  1. the measures envisaged and their rationale;
  2. a preliminary estimate of the number of employees subject to measures, broken down by category of staff and by measure
  3. an explanation of the principles according to which the employees subject to the measure are determined
  4. an estimate of the time within which the measures will be implemented





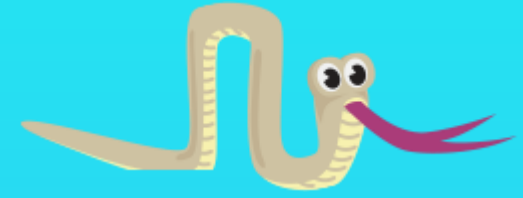
# The Change Negotiations when substantial changes at the workplace are considered

- The negotiating proposal shall be submitted no later than five (5) days before the start of the negotiations
- If any of the mentioned information is not yet available at the time of the proposed negotiations, the information shall be provided at the latest at the beginning of the change negotiations
- If the missing information is relevant to the matters that are to be discussed at the first meeting, the handling of the matter shall be postponed to a later meeting at the request of the employees or their representative so that they have the opportunity to prepare themselves for the matter



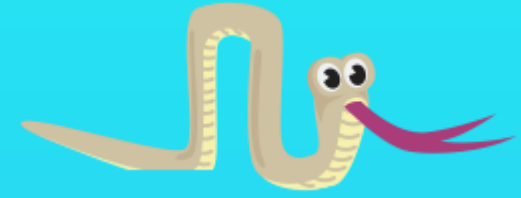
# The Change Negotiations when substantial changes at the workplace are considered

- Negotiations must address at least the rationale, implications and options for measures affecting the employees
- In addition, the following must be addressed in these cases:
  1. options for limiting the number of persons covered by the measure and for mitigating the negative consequences of the measure for employees
  2. proposals and alternative solutions made by the personnel representative or employees (to be reviewed later in this presentation)



# The Change Negotiations when substantial changes at the workplace are considered

- The change negotiations must take place in a spirit of cooperation in order to reach a consensus
- The parties must work constructively and seek to contribute to the progress of the negotiations
- After submitting a proposal for negotiations to dismiss at least ten (10) employees on financial and production-related grounds, the employer shall, at the beginning of the change negotiations, submit a draft action plan for the planned implementation of the change negotiations and to mitigate the consequences of any redundancies
- The action plan must be seen as part of the change negotiations



# The Change Negotiations when substantial changes at the workplace are considered

- The action plan, which will be supplemented, if necessary, during the negotiations, must indicate:
  1. the planned timetable for the negotiations;
  2. the procedures to be followed in the negotiations;
  3. the planned principles according to which the use of public employment services and job search and training will be promoted during and after the notice period of the employees that have been dismissed
- **VERY IMPORTANT:** all the options regarding the workforce must be on the table during these negotiations and nothing can have been decided before they end



# Proposals and alternative solutions to be presented in the negotiations (important new thing!)

- The employee representative or employee(s) participating in the change negotiations shall have the right to submit proposals and alternative solutions for employer's consideration in the change negotiations
- A proposal or alternative solution must be made well in advance of the meeting at which the matter is to be discussed
- If the employer does not consider the proposal or alternative solution to be appropriate or feasible, (s)he shall, to the extent necessary during the negotiations, explain in writing the reasons behind his/her attitude



# Fulfillment of the employer's negotiation obligation

- The obligation to negotiate has been fulfilled six (6) weeks after the start of the negotiations, unless otherwise agreed
- However, unless otherwise agreed in the change negotiations, this negotiation period shall be 14 days if:
  - 1) the negotiations concern the dismissal, dismissal, part-time employment or unilateral amendment of an essential term of the employment contract of less than ten (10) employees;
  - 2) negotiations concern furloughing for a maximum of 90 days;
  - 3) the number of employees employed by the employer is regularly less than 30
- **IMPORTANT:** do not agree otherwise on the length of the negotiations!



# Keeping a record/making minutes of the change negotiations

- Upon request, the employer shall ensure that a report is/minutes are drawn up on the matters dealt with in the change negotiations, which will entail at least
  - 1) the time of the negotiations
  - 2) the persons who participated in them
  - 3) the results of the negotiations and
  - 4) any dissenting opinions
- Unless otherwise agreed, the minutes shall be inspected and signed by the parties



# Employer's statement after the Change Negotiations

- After the change negotiations, the employer shall, within a reasonable time, provide the parties to the negotiations with a statement of the following:
  1. the content of the decision considered by the employer;
  2. the number of employees who are the subject of dismissal or other such measures
  3. the duration of any furloughs;
  4. the period within which the employer intends to implement its decision:  
Important to request a date when all the measures are executed
- At the request of the employee representative, the employer shall present the matters referred to above jointly to all employees belonging to the employee group in so far as they concern them in a separate meeting



Dismissal, furloughing or turning  
fulltime work into part-time  
work and the legal  
grounds for these  
measures





# The Financial and Production-related grounds for dismissal

- The employer may terminate the employment contract if the work to be offered has diminished substantially and permanently for financial or production-related reasons or for reasons arising from reorganization of the employer's operations
- The employment contract shall not be terminated, however, if the employee can be placed in or trained for other duties (a very important thing!)
- At least the following shall not constitute grounds for termination:
  1. either before termination or thereafter the employer has employed a new employee for similar duties even though the employer's operating conditions have not changed during the equivalent period; or
  2. no actual reduction of work has taken place as a result of work reorganization



# What is furloughing

- Furloughing (temporary lay-off) in Finland means temporary interruption of work and salary (or other form of remuneration) based on an employer's decision while the employment relationship still stays in place in other respects
- It can also be agreed on, but only on employer's initiative (otherwise negative implications on unemployment benefit)
- The employer is entitled to furlough employees either for a fixed period or for the time being (maximum of 90 days at a time) by interrupting the work completely or by reducing an employee's regular working hours prescribed by law or by the contract to the extent necessary in the view of the grounds for furloughing the employee(s)



# What is furloughing

- In the case of (legally done) furloughing, the work and the employer's potential for offering work have diminished temporarily (estimated to last a maximum of 90 days) and the employer cannot reasonably provide the employee with another suitable work or training corresponding to its needs
- When the employer is furloughing people, it cannot hire new workers to do the work or transfer your work to another worker whose own work has diminished in reality (if yours actually hasn't)
- This covers also the right to give the work to a subcontractor or to temporary agency workers (in the case of actual termination of working contract this can be different)
- Usually furloughing based on financial reasons is done so that “all pitch in” , e.g., on weekly basis => part-time furloughing always by whole weekdays, not by reducing daily working time (unemployment benefit issue)
- Can be used instead of terminating the employment contract as a milder measure (but only by employer's choosing/decision)



# The protocol for furloughing

- If there are 20 or more workers in the company, the company has to fulfil the duty of change negotiations before this (or any other) measure can be taken
- And if more work appears before the actual furlough begins (and the grounds cease to exist), the employer has a duty to call off the furlough (or to postpone or interrupt it, but only if the employee agrees to it)
- If there are less than 20 workers, the employer shall, on the basis of information available to it, present the employee with an advance explanation of the grounds for the furlough, and its date of commencement, its estimated extent, way of implementation and duration
- If the furlough concerns several employees, this employer's statement may be given to the employees' representative or to all employees jointly
- The statement shall be presented without delay as soon as the employer becomes aware of the need for furloughing



# The protocol for furloughing

- The employer shall notify employees of a furlough in person a minimum of 14 days before the furlough begins by giving a furlough notice
- And if you are on a sick leave before you get the notice, the sick leave continues, if you get sick after receiving it, you are furloughed
- If the notice cannot be given in person, it can be given by letter or electronically with the same minimum notice period
- The notice shall include the grounds for furlough, the date of commencement and the duration or estimated duration of the furlough
- At the employee's request, the employer shall provide a written furlough certificate giving at least the reason for the furlough, the date of commencement, and the duration or estimated duration of the furlough => usually the furlough notice is enough for the unemployment fund in these cases



# The rights and duties during the furlough

- During the furlough you can go and work somewhere else (not a directly competing company though) with a special period of notice of 5 days, but you are not allowed to disclose any business and trade secrets of the company
- You can also resign without the period of notice according your working contract during all the days of your furlough, even though it's done by reducing the working time, but NOT anymore if the day of the actual commencement of your normal work is less than 7 days away
- If the furlough has lasted 200 days or more (excluding part-time furlough) and you resign, you are entitled to a compensation for the period of notice as if being let go by the employer (longer period of notice) and to a holiday compensation for the accrued, but unused holiday
- Holiday doesn't cut this period and holiday also is counted in
- Even a short period of work, 4-5 days, (not done in order to circumvent the law though) will cut the period of 200 days and the counting starts from the beginning after the work



## Furloughing a representative of the workforce or a person in fixed-term contract

- A representative of the workforce (usually a shop steward) cannot be furloughed at all
- Also, a person in fixed-term employment contract cannot be furloughed unless the person (s)he is temping/replacing could be furloughed





# Terminating the employment contract

- This is the heaviest measure that can be taken in company crisis
- It can be done either on personal or on financial (economic) and production-related grounds and there have to be proven legal grounds (or a warning in case of personal grounds) before the employer can resort to this measure
- According to the Employment Contracts Act (ECA) the employer shall not terminate an open-ended (indefinitely valid) employment contract without a proper and weighty reason
- The employer may terminate the employment contract if the work to be offered has diminished substantially and permanently for financial or production-related reasons or for reasons arising from reorganization of the employer's operations
- The employment contract shall not be terminated, however, if the employee can be placed in or trained for other duties as provided otherwise in the ECA



# Obligation to offer work and provide training

- Employees shall primarily be offered work that is equivalent to that defined in their employment contract (can be of lower demands too! The employer cannot judge this and decide for him/herself on this)
- If no such work is available, they shall be offered other work equivalent to their training, professional skills or experience (can be of lower demands too)
- The employer shall provide employees with training required by new work duties that can be deemed feasible and reasonable from the point of view of both contracting parties (max. two (2) months or so)
- If an employer which in fact exercises control in personnel matters in another enterprise or corporate body on the basis of ownership (mainly the same HRM), agreement or some other arrangement, cannot offer an employee work as referred to above, it must find out if it is possible to meet the employer's obligation to provide work and training somewhere else in the corporation



# Employee's right to employment leave

- Unless otherwise agreed by the employer and the employee after the employer has terminated the employment contract on financial and production-related grounds the employee is entitled to fully paid leave in order to participate during his or her period of notice in the preparation of an employment plan at the Employment Office in
  - labour market training
  - related practical training
  - on-the-job
  - learning, or
  - to engage in job seeking
  - to attend job interviews on his or her own initiative or at the initiative of the authorities, or
  - to attend re-assignment coaching



# Employee's right to employment leave

The duration of employment leave is determined in accordance with the duration of the period of notice as follows:

1. a maximum of five (5) working days in total, if the period of notice does not exceed one month;
  2. a maximum of 10 working days in total, if the period of notice is longer than one (1) month but does not exceed four (4) months;
  3. a maximum of 20 working days in total, if the period of notice is more than four (4) months
- Before taking employment leave or part thereof, the employee shall inform the employer regarding the leave and the grounds therefore as early as possible, and shall, upon request, present a reliable account on the grounds for each leave
  - Taking employment leave shall not substantially inconvenience the employer



## Coaching or training to further the employment prospects of an employee given notice

- The employer is obligated to offer an employee to whom it has given notice on financial and production-related grounds the opportunity to take part in employer-funded coaching or training to further the prospects of finding (a new) employment if:
  1. the employer regularly employs at least 30 people; and
  2. the employee has been employed by the employer for an uninterrupted period of at least five (5) years before the termination of the employment relationship



## Coaching or training to further the employment prospects of an employee given notice

- The value of the coaching or training must at least correspond to the employee's imputed pay for one (1) month or the average monthly earnings of personnel at the same place of work as the employee given notice, whichever is the greater
- The coaching or training shall be provided within a two-month period following the end of the period of notice
- Where there are serious grounds, the coaching or training may be provided later than this
- However, by the end of the employment relationship the employee must be aware of the date or estimated date of the coaching or training provision



## Coaching or training to further the employment prospects of an employee given notice

- The value of the coaching or training must at least correspond to the employee's imputed pay for one (1) month or the average monthly earnings of personnel at the same place of work as the employee given notice, whichever is the greater
- The coaching or training shall be provided within a two-month period following the end of the period of notice
- Where there are serious grounds, the coaching or training may be provided later than this
- However, by the end of the employment relationship the employee must be aware of the date or estimated date of the coaching or training provision



## Coaching or training to further the employment prospects of an employee given notice, neglect of the obligation

- The employer and the employee may also agree that the employer will meet this obligation by paying in part or in full for training or coaching procured by the employee himself or herself
- Can also be another arrangement, but be careful what you agree on
- An employer that has not complied with this obligation is obligated to
- pay a lump sum compensation to the employee of an amount corresponding to the value of the training or coaching.
- If the obligation to arrange coaching or training has been neglected only in part, the obligation to compensate shall be limited to an amount corresponding to the extent by which the obligation was neglected



# Unemployment benefits and how to get them





# Registration with the TE-Office

- Register as a job seeker with the TE-Office no later than the first day of unemployment
- You can also pre-register online
- Entitlement to a daily allowance (either from the unemployment fund or from Kela) can start no earlier than the day on which your job application as a job seeker has been valid
- You must be available at the labor market and keep your job search valid all time whilst unemployed in order for a daily allowance to be granted
- <http://www.te-palvelut.fi/te/en/index.html>



# Earnings-related daily allowance

- You are entitled to an earnings-related daily allowance if
  - you have been a member of the unemployment fund (KOKO-kassa) for at least 26 weeks (= membership condition)
  - you have been employed for a total of 26 calendar weeks **AND 52 weeks as of 1<sup>st</sup> of September 2024** in a 28-month period (employment condition)
  - studying full-time extends this 28-month period by max. of seven (7) years
  - you have been working for 18 hours a week and the monthly salary has been either the minimum according to the collective agreement or at least 1.399.00 euro (2024), **will be “eurodized” which means you will have to have earned at least 930,00 euro per month to earn the allowance (comes into force the 1<sup>st</sup> of September)**
- **NOTE:** The employment condition must be met during while you are a member of the unemployment fund



## Waiting period (“own-liability time”)

- Set before paying the daily allowance
- Is seven (7) days
- Daily allowance is paid for five (5) days a week (Mon-Fri), so means week and a half without the allowance
- Retained only once during the maximum daily allowance period of 300/400/500 days
- Hence the waiting period is set anew when the 26/52-week employment condition is met again, for example on the basis of part-time work, work between furlough periods or a fixed-term employment relationship, but only at most once a year



# Applying for the daily allowance from the KOKO-kassa (Unemployment Fund)

- You can fill in the daily allowance application electronically at the eService (<https://kokokassa.fi/en/>)
- The daily allowance application form is also available from the TE-Office or from the fund's website in a printable paper form
- You can send in the application already after one (1) week of unemployment / furloughing to the fund
- Send the application to the fund no later than 3 months from the date on which you want the daily allowance to be paid: applications older than 3 months will be rejected!
- The applications can be completed afterwards (the annexes etc.)

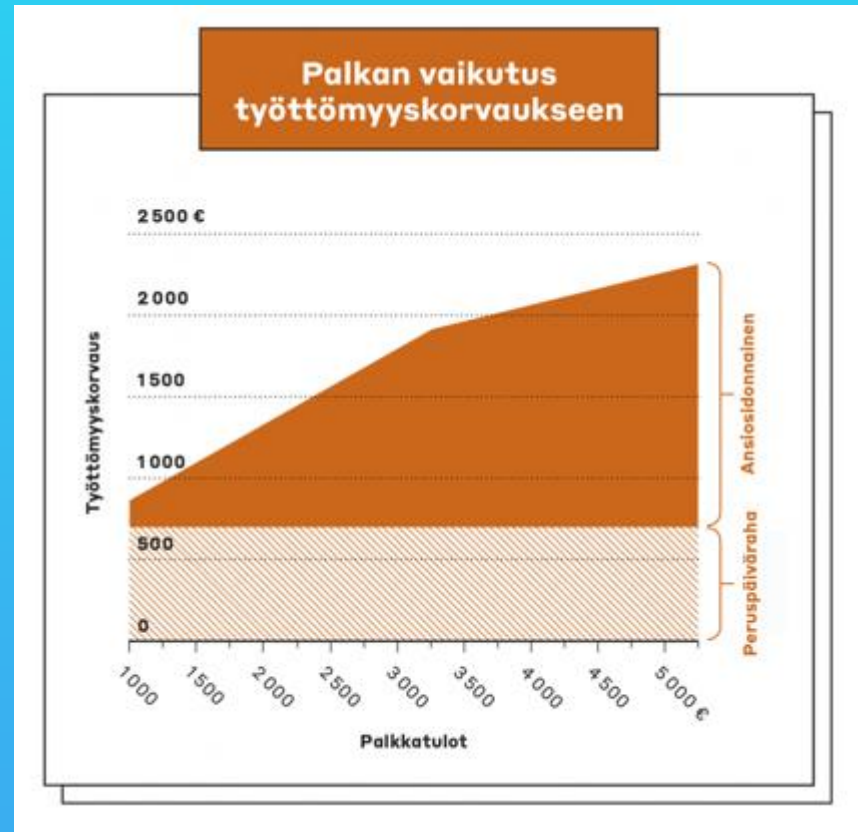


# The daily allowance and a social package

- If your employer pays you a social package in connection with the dismissal, this will lead to a *periodization*
- Any compensation (golden handshake, severance package, social package etc.) at the end of an employment relationship will postpone the right to earnings-related allowance or other forms of daily allowance
- This only affects days from Monday to Friday, because those are the days that the daily allowance is paid
- Even if you receive this kind of package/golden handshake remember to register as a job seeker at the TE-Office straight after your employment ends and remember also to apply the daily allowance either from Kela or from unemployment fund right after your employment expires
- If you are offered this kind of package, always contact IL Customer Service (for members) before signing!



The difference between the earnings-related daily allowance from the Fund and the unemployment allowance from KELA (**will reduce from this after 8 weeks by 20 % and after 34 weeks by 25 % as of the 1<sup>st</sup> of September 2024**)



# Thank you!

<https://kokokassa.fi/en/milla@peliala.fi>

[asiakaspalvelu@ilry.fi](mailto:asiakaspalvelu@ilry.fi) (Customer Service for e.g., career advice and legal counselling)

<https://www.finlex.fi/en/laki/kaannokset/2001/en20010055.pdf>







# GAME MAKERS

*of Finland*



Maria Jauhiainen  
Lawyer  
Game Makers of Finland  
maria.jauhiainen@ilry