HANNES SNELLMAN

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Preliminary Ruling of the European Court of Justice on the Interpretation of the Working Time Directive

In its judgment of 10 September 2015 (Case C-266/14) rendered in response to a request for preliminary ruling from a Spanish national court, the European Court of Justice ("ECJ") specified the definition of working time included in the so-called Working Time Directive 2003/88/EC.

The case concerned a Spanish company carrying on a business involving installing and maintaining security systems. The company employed technicians who carried out the installation and maintenance work in private homes and on industrial and commercial premises. The company had regional offices across the provinces of Spain to which employees would come each day to begin their work day. However, the company made a decision to close down the regional offices and assigned all of its employees to the central office in Madrid. As a consequence, the employees were each allocated a geographical area, which sometimes included more than one province. The employees also had the use of a company vehicle in which they would travel every day from their homes to the locations where they were assigned to carry out the installation or maintenance of the security systems. The distances between the employees' homes and the first and last client locations varied daily and could sometimes even exceed 100 kilometres.

The decision to close down the regional offices changed the employees' position in such a way that while earlier the time spent travelling from the regional office to the first location of the day and from the last location back to the regional office had been considered working time, under the new policy the time spent travelling from an employee's home to the first location of the day and from the last location back home was no longer regarded as working time, but rather as rest period. The Spanish court referred for a preliminary ruling the question of whether the Working Time Directive was to be interpreted as meaning that, in circumstances such as those at issue in the main proceedings in which workers are not assigned to a fixed or habitual place of work, the time spent by those workers travelling between home and customers constitutes "working time" within the meaning of the directive.

The ECJ took the view, unfortunately leaving some room for ambiguity, that such time was indeed to be interpreted as "working time" within the meaning of the Working Time Directive. The ECJ held that the Working Time Directive should be interpreted in such a way that "*[...] in circumstances such as those at issue in the main proceedings, in which workers do not have a fixed or habitual place of work, the time spent by those travelling each day between their homes and the premises of the first and last customers designated by their employer constitutes 'working time' [...]*".

The ECJ found that because the employees were unable to perform their duties without travelling to the different customer locations and since the distance from the regional office to the customer location had been regarded as working time before the decision to close down the offices, the time spent travelling each day between their homes and the premises of the first and last customers could not be regarded as rest period. Moreover, since the employees were unable to influence the distances and the time spent travelling between their homes and the place where they would begin and end their work day meant that they were at the disposal of their employer also during the time spent travelling to the customer locations.

However, the judgment of the ECJ does not state clearly whether the decision was based on the actual facts of the particular case, i.e. that the Spanish company had made a decision to close down the regional offices, which in practice had a negative impact on the employees who were at times required to drive unreasonably long distances to the locations assigned to them by their employer and that the travelling time was no longer considered working time, or whether the judgment was is in fact meant to address all situations in which employees need to travel between their homes and the premises of customers in order to perform their work tasks.

Finnish comments

Under the Finnish Working Hours Act (605/1996, as amended), travel time is not included in working hours if it does not constitute work performance. The interpretation on whether travel time constitutes work performance is, based on the Governmental Bill, to be made on a case-by-case basis. Based on legal practice, e.g. the question of whether the employee transports equipment, machinery, or material relevant or essential for the performance of work in the specific work place in the vehicle while travelling to and from the work place affects the interpretation of working time. Also, whether the employee may choose the place from where he travels to the work place and where he returns to has, based on the opinions issued by the Finnish Labour Council, been considered of relevance when defining whether the time used for travelling is to be interpreted as working time.

Thus, as the judgment does not clearly state whether the decision was based on the fact that the employer had unilaterally changed the circumstances of employment by deciding to close the regional offices, changing the approach in respect of the time spent travelling to the location of work and thereby in practice extending the time used for commuting between the daily working place and home, or on the sole fact that the workers could not have performed their duties without travelling between their homes and customer premises, this ruling does not call for any immediate changes to the interpretation of "working time" in Finland.

Russian comments

As a general rule, the time taken by an employee travelling from his/her home to his/her workplace and vice versa is not interpreted as forming part of the employee's working hours. However, Russian legislation includes certain peculiar provisions regarding such travelling time.

For instance, when a medical employee is on duty at his/her home (i.e. in case of an emergency in which he/she should immediately go to a particular place to perform medical treatment), the time taken by the employee for travelling from home to the place where the medical treatment is performed and back is considered working time. There is also a specific regulation regarding employees who work on a so-called rotational basis. Rotational basis means that an employee is working in shifts (of approximately one month) in particular areas that are not located at the place where the employer is registered (for example the northern part of Russia for the purposes of gas and oil extraction, etc.). The time taken by the employee for travelling from the registered address of the employer to the place where he/she will be working on rotational basis and back to the registered address of the employer are compensated by the employer as working time.

It should be mentioned that when the work of an employee implies travelling, this should be stipulated in the employment contract entered into with the employee. The Russian Labour Code also provides additional guarantees for the type of work as presented above (compensation for travel expenses, hotel, etc.).

It is also important to note that in certain cases where an accident occurs to an employee while he/she is travelling to the workplace or from work back home in a transportation provided by the employer, the employer shall be considered liable in the same manner as if the accident had occurred during working hours.

Swedish comments

As under Finnish law, travel time to and from work is, under Swedish law, not considered working time unless the travel constitutes a work performance. The question of whether the travel time should be considered work performance (i.e. working hours) must be assessed on a case-by-case basis.

Landmark Decisions by the Finnish Supreme Court on Consecutive Fixed-Term Employment Contracts

In two landmark decisions regarding consecutive fixed-term employment contracts, both rendered on 24 September 2015, the Finnish Supreme Court held that consecutive fixed-term contracts made one after another, i.e. as chained fixed-term contracts, did not fulfill the criteria required by the Employment Contracts Act (55/2001, as amended).

According to the Finnish Employment Contracts Act, "an employment contract is valid indefinitely, unless it has, for a justified reason, been made for a specific fixed term". Employment contracts made for a fixed term on the employer's initiative without a justified reason are considered to be valid indefinitely. Moreover, it is prohibited to use consecutive fixed-term contracts when the number or total duration of fixed-term contracts or the totality of such contracts indicates a permanent need of labour.

In the case of KKO 2015:64, the claimant had worked in the service of the City of Kuusankoski between August 2005 and September 2010 and later, due to the fusion of the cities, in the service of the City of Kouvola under 22 consecutive fixed-term employment contracts. Aside from the first and last two contracts, all the other contracts were for temporary replacement posts. In the case of KKO 2015:65, the claimant had worked in the service of the Federation of Municipalities under 64 consecutive fixed-term employment contracts between June 1995 and January 2012. In 1999, the employer had introduced a new requirement of competence, which the claimant did not meet. As of 1999, the employer had also used the temporary replacement posts as a ground for the fixed-term contracts. Despite the employer's request, the claimant had not completed a vocational apprenticeship provided by the employer in order to fulfill the requirements. The employer had informed the claimant that the employment would have become permanent had the claimant completed the vocational apprenticeship.

In both cases, the Finnish Supreme Court took the view that e.g. the similarity of the claimant's work duties throughout the employments, the duration of the fixed-term agreements, and the number of fixed-term agreements indicated that the demand for labour was in fact permanent. The Finnish Supreme Court considered the employments to be permanent in nature and ordered the employers to pay compensation, severance pay, and holiday bonuses to the claimants.

The new rulings highlight the importance of assessing the legal grounds for fixed-term employment contracts by employers when using consecutive fixed-term contracts. The assessment of whether an employer has valid grounds to enter into a fixed-term employment agreement must be made on a case-by-case basis.

Russian comments

According to the Russian Labour Code, an employment contract is valid indefinitely unless it has been made for a fixed term based on a specific reason (the grounds for entering into a fixed-term contract are stipulated in the Russian Labour Code). Employment contracts made for a fixed term at the employer's initiative without a justified reason may be considered by a court as having been concluded for an indefinite period.

In Russia, there is an established court practice confirmed by the RF Supreme Court (Decree No. 2 dated 17 March 2004) according to which the fixed term of an employment agreement should be considered as having been concluded for an indefinite period of time in case the court defines that the employer has several times entered into a fixed-term employment contract with the employee for the performance of the same work.

Swedish comments

Under the Swedish Employment Protection Act (in Swedish: "lagen (1982:80) om anställningsskydd"), a general fixed-term employment agreement may be concluded without the employer having to specify the reasons for the fixed-term nature of the agreement. However, if an employee has been employed for a general fixed-term employment for an aggregate period of more than two years within a five-year period, the employment agreement is automatically transformed into an indefinite-term employment agreement.

Recent Amendments to the Finnish Act on the Contractor's Obligations and Liability when Work is Contracted out (1233/2006)

The Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006, the "**Contractor's Obligations Act**") aims, *inter alia*, to promote equal competition between companies and to ensure the observance of the terms of employment. The Contractor's Obligations Act applies to contractors who use temporary agency workers in Finland and also in certain cases to contractors who have personnel employed by a subcontractor working at their premises or worksites in Finland. In addition, the Contractor's Obligations Act applies to companies involved in construction activities.

Moreover, the Act applies to all areas of business where temporary agency work and subcontractors are used regardless of whether the contracting partner is Finnish or foreign.

The recent amendments to the Contractor's Obligations Act apply to all subcontracts and agency work contracts which fall under the scope of the Act and which have been entered into on or after 1 September 2015. The amendments are measures included in the previous government's plans aiming to reduce the shadow economy in Finland. The main changes applicable as of 1 September 2015 include the broadening of the scope of the obligation to obtain information from the contracting party, the new obligation to obtain information on the social security of posted workers working in Finland, as well as the standardisation of the applicable negligence fees.

As of 1 September 2015, the Contractor's Obligations Act applies to all subcontracts in the value of EUR 9,000 or over (before VAT) whereas previously, the minimum threshold was EUR 7,500. However, the obligation to obtain information on the provision of occupational health care is now included in the check list.

As of 1 September 2015, a contractor shall ensure that its contracting partner provides occupational health care services to all employees in addition to ensuring that the contracting party complies with its other duties as an employer and relating to the payment of taxes. Contractors must ensure that the occupational health care services are available (e.g. by requesting a copy of the contracting party's occupational health care service contract or a written report thereof) already before a subcontract is concluded with the contracting party. The Finnish Occupational Health Care Act (1383/2001, as amended) applies to all posted workers working in Finland as well as Finnish employees.

Moreover, the obligation under which a contracting party must also provide certificates of employees' pension insurances as well as payments thereof has been specified in respect of posted workers working in Finland. As of 1 September 2015, a contracting party will also have to provide information on how the social security of any posted workers working in Finland has been arranged before the subcontracted work can begin.

The administrative burden of companies has been alleviated by permitting the use of the public tax debt register for purposes of acquiring information on a contracting partner's payment of taxes and tax debts in comparison with the previous duty of obtaining certificates on outstanding tax liabilities from the Finnish tax authorities. The public tax debt register includes information on all outstanding tax liabilities exceeding EUR 10,000.

In addition, as of 1 September 2015, the maximum amount of a negligence fee will be EUR 20,000 instead of prior cap of EUR 16,000. Moreover, the so-called raised negligence fee now applies to all contracts governed by the Contractor's Obligations Act and its maximum amount has been raised to EUR 65,000 from the former cap of EUR 50,000.

Termination of an Employment Relationship on the Basis of Inappropriate Behaviour

Under Finnish law, inappropriate behaviour may constitute a proper and weighty reason for terminating an employment relationship based on grounds related to the individual employee. This was the view taken by the Court of Appeal of Helsinki in its recent judgment dated 25 June 2015. In the judgment, the Court found that despite the good performance and diligence of the employee, the employee's repeated conflicts as well as violent and threatening behaviour constituted sufficient grounds for termination based on grounds related to the employee. This was due to the fact that the employee had been issued several written warnings about her inappropriate behaviour and she had been given the opportunity to improve her conduct. However, despite the written warnings and the employer's requests, the employee had not changed her conduct and had continued to behave inappropriately. The employer had also tried to improve the situation for example by offering support to the employee from the company's occupational health care service provider.

The Court of Appeal of Helsinki confirmed that mere strong opinions or behaviour differing from that of one's colleagues does not constitute sufficient grounds for termination, however, an employer can always expect its employees to get along with one other. Therefore, repeated conflicts and any related violent and threatening behaviour may constitute sufficient grounds for termination because such behaviour often has a negative impact on the working atmosphere, endangers work safety, and can also be otherwise regarded as being against the employer's interests.

The refusal to perform tasks assigned by the employer may also constitute inappropriate behaviour, as was found by the Court of Appeal of Turku in its decision dated 11 June 2015. The Court of Appeal took the view that the employer was entitled to terminate an employee's employment relationship during the probation period and with immediate effect due to the fact that the employee had refused to work temporarily in another location to which the employer was entitled to transfer the employee to work. In addition, the employee had refused to perform alternative work tasks proposed by the employer, as the tasks would also have required travelling.

The above-mentioned cases are merely examples of situations where inappropriate behaviour has been found to suffice as grounds for the legal termination of an employment agreement due to inappropriate behaviour. The assessment must, however, always be made on a case-by-case basis taking into account all applicable circumstances in each case.

Russian comments

The Russian Labour Code provides an exhaustive list of grounds for termination of employment at the employer's initiative, but the list does not mention the possibility of terminating an employment contract based on "inappropriate behaviour". However, termination is possible if an employee who has already been reprimanded by the employer and has not been removed commits an act that is prohibited by the employment contract, job description, local regulatory acts, labour legislation, or other regulatory legal acts that contain regulations on employment law, or, on the contrary, does not perform actions that are stipulated in such documents.

For example, such actions could include:

- not performing work duties;
- arriving late to work (or leaving early from work);
- not following the director's orders/instructions; or
- being in breach of any other work duties as indicated in the employer's local regulatory acts with which the employee has familiarised himself/herself and confirmed with a signature.

The procedure for disciplining an employee must be documented. First and foremost, it is necessary to document that the employee has committed a repeated offense (action or omission). In practice, this is usually documented, for example, (i) in an internal memorandum, for example in the event that an assigned task is not performed or the employer's resources (Internet, copying devices, etc.) are being used for personal reasons, (ii) in an act, i.e. a specific document describing, for example, a late arrival to work or a refusal to undergo a medical inspection, or (iii) as an indication in the timesheet documenting the actual time the employee is at work (for example when arriving late to work or leaving early). After documenting the offense, the employer must demand a written explanation from the employee.

It should be noted that in the event of a dispute concerning the legality of any termination on this basis, the court will review the evidence confirming the existence of previous disciplinary actions taken in relation to the employee as well as the employer's compliance with the termination procedure. If the employer provides evidence on the validity of the employee's termination, the employee's lawsuit concerning reinstatement will be dismissed by the court. Otherwise, i.e. in the event of only a single disciplinary action or a breach of the procedure, the termination of the employment contract will be deemed unlawful and the employee will be reinstated to work.

The Russian Labour Code also provides a list of flagrant violations of work duties that serve as grounds for terminating an employee's employment contract. Such grounds include an unauthorised absence, the employee appearing at work under the influence of alcohol, narcotics, or any other intoxicating substance, the disclosure of legally protected secrets, and the employee providing the employer with falsified documents when concluding the employment agreement.

Swedish comments

Under Swedish law, the employer must have objective grounds for terminating an employment agreement. An objective ground for termination may be related to personal reasons (such as inappropriate behaviour). However, the assessment on whether a specific behaviour is inappropriate enough to constitute objective grounds for termination must be made on a case-by-case basis. In conducting such an assessment, the employer's actions for solving the issue are also taken into consideration (the employer has, for example, a duty to investigate whether the employee may be transferred to another position within the company).

The Russian Labour Code Applies to CEOs as Well

In addition to corporate law, the Russian Labour Code applies to Russian companies' sole executive bodies (chief executive officers, general directors, etc.) as well as to the members of possible collegial executive bodies (management boards, directorates, etc.), together referred to herein as "CEOs" or individually as "CEO". When planning any changes to local management teams in Russia, the following should be borne in mind:

1. **Employment agreement:** Even if there is an agreement between the CEO and the head office, the company needs to enter into a local employment agreement with the CEO. Unlike a managing director in a Finnish company, a CEO in Russia is in an employment relationship with the company and the Russian Labour Code applies to the CEO's employment relations and the employment agreement should comply with the minimum requirements of the Russian Labour Code.

2. **Term of employment:** The term of the CEO should be defined in the company's articles of association and it should be consistent with what is agreed in the employment agreement. The term may be fixed (often from 1 to 5 years) or it may be for an indefinite period of time. A probation period, if established in an employment contract, may be established for a maximum of six (6) months.

3. **Foreign CEO:** If the CEO is not a Russian citizen, he/she will need to have a work permit for the position unless he/she has a temporary or permanent residence permit. The company should make sure that the work permit is valid without interruption for the entire term in order to ensure that the CEO is authorised to carry out his/her activities, and any process for the renewal of the work permit should be started in time so as to ensure the continuous use of the bank accounts, for instance.

4. **At the expiry of the term:** At the end of the CEO's term, the company may choose either to change the CEO or to continue with the current CEO for a new term by passing a corporate resolution and submitting the relevant notifications to the state authorities and banks. A decision to continue with the same CEO will actually be considered a new employment relationship and, in principle, a new set of labour documentation should be made within the company, although quite often the parties simply decide to continue with the same terms of employment. If the company chooses to change the CEO, there will be no severance pay unless otherwise agreed between the parties. If the CEO is dismissed, the company must also observe the items mentioned below in point 6.

5. **Termination of the CEO's authorities during the term:** The company may, at its discretion, choose to change the CEO at any point without any notice period. In such event the CEO is entitled to statutory severance pay at the amount corresponding to three months' average salary unless the parties have agreed on a higher remuneration due in case of an early termination of the CEO's agreement. It should be noted that in case the CEO decides to leave the company at his/her own initiative. he/she must give a one month's notice to the company representatives prior to the intended termination of employment.

6. **Clauses of the Labour Code that also apply to the CEO in cases of dismissal:** Russian legislation provides certain cases wherein it is not allowed to terminate the employee's employment at the employer's initiative. These restrictions may sometimes also concern the employment relationship of the CEO. For instance, even though the actual authority of the CEO can be terminated and transferred to a new CEO, it is not allowed to terminate the employment relationship of the CEO at the employer's initiative if:

    - the CEO is pregnant (except in the case of the company's liquidation);
    - the CEO has a child who is under 3 years old (applicable only to women); the CEO is a single mother (or another person raising a motherless child) or a single guardian raising a child under 14 years (or under 18 years if the child has a disability). However, these restrictions are not applicable if: a) the company is in the process of liquidation; b) the CEO repeatedly fails to perform his/her work duties and has already been imposed a disciplinary fine; c) the CEO has committed a flagrant violation of his/her employment duties; d) the CEO has provided forged documents when entering into the employment agreement.
    - the CEO has a temporary disability or is on vacation (except in the case of the company's liquidation).

Finnish comments

In Finland, managing directors are not considered employees under the Finnish Employment Contracts Act (55/2001, as amended). Therefore, managing directors generally fall outside the scope of the protection provided in Finnish labour laws. However, all other employees in managerial positions are considered employees under the Employment Contracts Act although in certain respects the position of employees in managerial positions is less rigorously protected than that of other employees.

Swedish comments

Managing directors, as well as other employees in managerial positions, are not subject to the Swedish Employment Protection Act and, hence, do not enjoy the protection set forth in said act (implying for example that an employment contract entered into with a managing director may be terminated without objective grounds). In contrast, an employee in a managerial position is , in general, entitled to advantageous terms of employment and benefits (for example higher salary, bonus payments, occupational pension payments, longer notice period, and severance pay), which are considered to provide sufficient protection for such an employee.

SWEDEN

New Agreement on Competition Clauses in Employment Agreements

The agreement between the Confederation of Swedish Enterprise (in Swedish: "*Svenskt Näringsliv*") and certain trade unions applicable as of 1969 has been of great importance when assessing the validity and enforceability of non-compete undertakings in Swedish employment agreements.

However, the agreement of 1969 expired on 31 May 2015, and a new agreement on the same subject was agreed upon between the Confederation of Swedish Enterprise and PTK (the cooperation organisation for trade unions). The new agreement, subject to the different unions' accession thereto, will enter into force on 1 December 2015. The two most material differences between the agreement of 1969 and the new agreement of 2015 are the following:

- In distinction from the agreement of 1969, which was applied primarily within the industry sector, the new agreement applies to all businesses in which trade secrets are present. However, it is made clear in the new agreement that, irrespective of its wider scope of application, non-compete restrictions shall be used to a very limited extent.

- The non-compete period shall not exceed the period of time during which the relevant trade secret known by the employee would constitute a danger to the employer from a competition aspect. However, unless specific reasons exist, the non-compete period shall not in any circumstances exceed 18 months. In the agreement of 1969 the maximum period was 24 months.

Similarly to the agreement of 1969, the new agreement sets forth that a non-compete undertaking shall be applied to a limited extent and, hence, each specific situation must be assessed separately. The agreement of 2015 does not contain any amendments in relation to the employee's entitlement to compensation during the restricted period. Thus, the employer is obliged to compensate the employee for the undertaking by paying the difference between the employee's salary with the employer (at the time of termination of the employment) and any new compensation which the employee receives, or could receive, from a new employment or business. The level of compensation shall, however, not exceed 60 per cent of the employee's salary at the time of termination of the employment.

The new agreement sets forth that any disputes related to the agreement regarding non-compete undertakings shall be settled by arbitration, as is also provided in the agreement of 1969.

Finnish comments

In Finland, non-competition obligations are provided in mandatory legislation instead of a broad collective bargaining agreement as in Sweden. The Finnish Employment Contracts Act (55/2001, as amended) provides separate rules regarding an employee's duty of loyalty, confidentiality, and non-compete obligations during his/her employment relationship and after the expiry of the employment relationship.

Pursuant to the provisions of the Employment Contracts Act, all employees have a duty to be loyal towards their employer and must comply with a confidentiality obligation during their employment relationship. In addition, the Employment Contracts Act includes a specific obligation stating that employees may not work or engage in any competing activity during their term of employment. These obligations do not require separate agreeing in the employment contract. However, the employee is not bound by a post-contractual non-compete obligation by virtue of law, and thus a non-competition obligation applicable after the expiry of the employment relationship must be separately agreed on. Such undertaking relating to the period following the termination of the employment relationship may limit the employee's possibility to conclude an employment contract with a company which competes with his/her employer or to engage on his/her own account in activities competing with those of his/her employer. The restriction always requires the existence of a particularly weighty reason valid both at the time of entry into such an undertaking and also at the time of application of the restriction. Furthermore, such non-compete obligations should be used to a limited extent. Based on law, such obligations may apply for a maximum of six months, or where reasonable compensation is paid for the full duration of the restrictive undertaking, for twelve months.

Based on legal practice, the level of the compensation should be at least 50% of the employee's salary for the corresponding period of time. For cases of a breach of the non-competition undertaking, the parties may agree on a maximum amount of liquidated damages corresponding to the employee's salary for six months. The aforesaid restrictions in time and amount of the liquidated damages do not apply in the case of employees considered to be members of the management.

Russian comments

Russian legislation does not include the concept of "non-competition" in terms of labour law. Non-competition restrictions are contrary to the principle of freedom of labour as provided in the Russian Labour Code.

The Russian Labour Code provides that an employee has the right to choose any employer at his/her own discretion. The employer cannot limit the right of the employee to choose any subsequent employer based on his/her own will after the termination of the employment relationship. However, there are certain restrictions that limit the employee's right to choose his/her employer to a certain extent, for example a CEO (i.e. a managing director) must obtain prior consent from an authorised body of the company before the CEO may have a secondary occupation with another company.

Despite the fact that non-compete obligations are unenforceable in Russia, employers may use various indirect means of protecting their interests. Companies should, for example, ensure that their trade secret policies are up to date, and separate confidentiality agreements may also be signed with the employees. Furthermore, obligations under such agreements may continue after termination of the employment.

Contacts:

Finland

Johanna Haltia-Tapio
Senior Counsel
Telephone: +358 9 2288 4243
Mobile: +358 40 552 3478
Johanna.haltia-tapio@hannessnellman.com

Karoliina Koto
Senior Associate
Telephone: +358 9 2288 4480
Mobile: +358 50 594 0128
karoliina.koto@hannessnellman.com

Marta Monteiro
Associate
Telephone: +358 9 2288 4406
Mobile: +358 40 724 7426
marta.monteiro@hannessnellman.com

Jutta Nieminen
Senior Associate
Telephone: +358 9 2288 4510
Mobile: +358 50 338 8827
jutta.nieminen@hannessnellman.com

Sweden

Caroline Wassdahl
Senior Associate
Mobile: +46 760 000 072
caroline.wassdahl@hannessnellman.com

Russia

Anu Mattila
Specialist Partner
Telephone: +358 9 2288 4295
Mobile: +358 50 550 5768
anu.mattila@hannessnellman.com

Tatiana Kandrina
Associate
Telephone: +7 812 363 3377
Mobile: +7 921 894 9503
tatiana.kandrina@hannessnellman.com

HANNES SNELLMAN